SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, AUGUST 28, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Acknowledging the recipients of the 2007 Seminole County Industry Recognition Award; to be presented at the "2007 Industry Recognition Luncheon" being held on September 13, 2007.

2. **Resolution** - Recognizing the village of Geneva for their community efforts to maintain and recognize rural character and heritage.

3. **Presentation** - SeminoleWay is a community partnership to create a strategic land use and economic development plan focused on attracting high value/high wage jobs and businesses to Seminole County along the 417 Corridor and across I-4 to the Port - Presented by Tom Green, Colonial Properties Trust and Mayor John Bush, Winter Springs.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 4 - 38)**

Administrative Services
Purchasing and Contracts

4. Approve Amendment #1 to PS-5102-01/BJC with PBS&J, Inc., Orlando, Florida to increase the Not-To-Exceed Amount to $975,000.00 over the term of the agreement for various professional services related to the development and implementation of the Total Maximum Daily Load (TMDL). (Ray Hooper)

5. Award RFP-2086-07/DRS in the amount of $238,900.00 to C.E.M. Enterprises, Inc of Apopka, Florida, for the design selection, construction and all engineered electrical and mechanical drawings required for the construction of a 1,548 sq. ft. pre-engineered metal building at Seminole County Animal Services. (Ray Hooper)

6. Accept offer and authorize the sale of the 0.15 acre lot with 3,100 SF pre-fab metal/concrete building located at 100 Seminola Boulevard, Casselberry (Property ID#05-21-30-517-2800-0150), to Can Gulenay, Inc. of Casselberry, Florida ($101,000.00). (Ray Hooper)

7. Award CC-2167-07/BHJ in the amount of $2,577,022.00 to Prime Construction Group, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the drainage improvements, milling and resurfacing of approximately 1.906 miles of Bear Lake Road located in Seminole County, beginning South of the intersection of Bear Lake Road and State Road 436 toward Bear Lake. (Ray Hooper)

8. Award CC-2213-07/LKR in the amount of $254,865.19 to Expertech Network Installation, Inc. of Boca Raton, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to connect to the existing 8-inch water main at the intersection of US 17-92 and O'Brien Avenue and to construct approximately 236 feet of new 8-inch water main (approximately 180 feet will be directional bore installation) along the south side of O'Brien Avenue to Jaffa Drive. (Ray Hooper)

9. Approve the negotiated rates and award PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program to Carter & Burgess, Inc. of Orlando, Florida (Estimated usage $500,000.00 per year) for preliminary and final engineering design services for rehabilitation of public structure within selected unincorporated Seminole County residential subdivisions. (Ray Hooper)

10. Approve the ranking list and authorize staff to negotiate rates for PS-1903-07/BLH - Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services with Miller Legg of Winter Park, Florida and David Wickham & Associates, Inc. of Lake Mary, Florida. (Ray Hooper)

Business Innovation Technology Services

Business Development

11. 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)

Community Services

CDBG

12. Approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Affordable Housing Development Agreement Program Years 2005-2006 and 2006-2007, to develop fifteen (15) affordable town homes in Sanford for very low and low income homebuyers. District 5 - Carey (Buddy Balagia)

Community Assistance

13. Approve and authorize the Chairman to execute the Community Service Block Grant (CSBG) contract modification with an additional award amount of $8,691 to the originally approved $230,056 contract awarded from The Department of Community Affairs; and the approval of the additional $174 cash match required. (Kelly Metcalf)

14. Approve and authorize the Chairman to execute the Community Service Block Grant (CSBG) application in the amount of $230,401, a cash match of $20,431 and an In-Kind Match of $25,648 to total $276,480. (Kelly Metcalf)

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

16. Approve technical revisions to the Local Housing Assistance Plan ("LHAP") as described below and authorize the Community Development Office to submit the attached technical revisions to Fiscal Year 2004-2005 of the Three Year 2004-2007 SHIP Local Housing Assistance Plan to the Florida Housing Finance Corporation (FHFC). (David Medley, Robert Heenan)

Economic Development
Tourism

17. Approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2008 Florida State Crappie Championship in the amount of $20,000. (William McDermott)

Fiscal Services
Administration - Fiscal Services

18. Approve and authorize the Chairman to execute the State Homeland Security Grant Program (SHSGP) Sub-Recipient Agreement between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aid Radio Cache (MARC) Unit. (Jennifer Bero)

19. Approve to submit a grant application to the Florida Department of Environmental Protection requesting $200,000 through their FRDAP Grant Program for renovations to Wilson's Landing Park; and authorize the County Manager to execute supporting documents. District 5 - Carey (Joe Abel)

20. Approve to submit a grant application the Florida Department of Environmental Protection requesting $150,000 through their Innovative Waste Reduction and Recycling Grant Program for the Composting Pilot Project; and authorize the County Manager to execute supporting documents. (John Cirello)

21. Approve to submit a grant application to the US Department of Homeland Security requesting $2,530,200 through their SAFER Grant Program, and authorize the County Manager to execute supporting documents. (Leeanna Raw)

Budget

22. 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)

23. 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 $145,751 to provide additional funding for the Greenwood Lakes Reclaim Tank 2. (Lin Polk)

24. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-86 through the Stormwater Fund in the amount of $400,000 to recognize increased funding from the St. Johns River Water Management District for the Sweetwater Cove Tributary project. (Lin Polk)

25. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-87 through the Public Safety Federal Grant Fund in the amount of $19,649 to increase funding for the Public Safety Federal Grant program. (Lin Polk)

26. Approve and authorize the Chairman to execute Budget Change Request (BCR) #07-25 though the General Fund in the amount of $649,660 to fund the Telephone System Refresh - County Services Building project. (Lin Polk)

27. Approve and authorize the Chairman to execute Budget Change Request (BCR) #07-26 through the Transportation Trust Fund in the amount of $41,563 to provide additional funding for mowing services. (Lin Polk)

Library Services

Administration - Library Services

28. Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Library and Information Services and Seminole County, and the Certification of Credentials in anticipated acceptance of monies in State Aid to Library funds for library-related operating expenses. (Jane Peterson)

Planning and Development

Development Review

29. Authorize the release of the Deer Run Villas aka The Villas at Deer Run Maintenance Bond #6360542-1 in the amount of $22,994.90 for the Deer Run Villas aka The Villas at Deer Run road improvements. District 1 - Dallari (Tony Nelson)

30. Authorize the release of Performance Bond # 024-010-905 in the amount of $932,520.60 for Clifton Park subdivision, as requested by Ryland Homes, applicant. District 1 - Dallari (Cynthia Sweet)

31. Adoptand authorize the Chairman to execute a Resolutionto vacate and abandon a portion of the public utility easement situated at the rear of Lot 128, Deer Run Unit 12 "B", as recorded in Plat Book 37, Page 82, of the Public Records of Seminole County, Florida, and further described as 4391 Weeping Willow Circle, Casselberry, Florida – Hesham Z. Abudaif and Mona A. Abdelmalak, applicant. District 2 - McLean (Alan Willis)

32. Approve and authorize the Chairman to execute the final plat for Westwood Village Shopping Center Subdivision located on the north side of W. SR 46 and west of N. Oregon Street in Sections 29, Township 19 South, Range 30 East. District 5 - Carey (Alan Willis)

Public Safety
EMS Fire Rescue

33. Approve and authorize the Chairman to execute the agreement between Skanska, USA Building, Inc. /The Super Channel and the Seminole County EMS/Fire/Rescue Division, for use of the building located at 123 E. Central Parkway, Altamonte Springs, FL, for the purpose of training in fire and rescue operations on high-rise facilities. District 4 - Henley (Leeanna Raw)

Public Works
Engineering

34. Approve and authorize the Chairman to execute the attached Lease Agreement #4363 with the Board of Trustees of the Internal Improvement Fund of the State of Florida for the Seminole County Midway Regional Stormwater Recreational Facility (IFAS Site). District 5 - Carey (Jerry McCollum)

35. Approve and authorize the Chairman to execute a Mitigation Credit Purchase Agreement for the purchase of freshwater herbaceous mitigation credits by Seminole County from Wekiva River Mitigation Bank, LLC for the Orange Boulevard Improvement Project. Authorize payment of $2,200.00 to Wekiva River Mitigation Bank for the purchase of 0.02 mitigation credits. District 5 - Carey (Jerry McCollum)

36. Adopt the Resolution accepting a Quit Claim Deed from New Tribes Mission, Inc., a Florida Corporation, not-for-profit, to Seminole County for property needed to install a sidewalk along Celery Avenue (County Road 415). District 5 - Carey (Jerry McCollum)

37. Approve and authorize the chairman to execute a Second Amendment to the Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project (Contract #SE621AA). District 3 - Van Der Weide (Jerry McCollum)

Roads-Stormwater

38. Approve and authorize the Chairman to execute DEP Agreement No. S0341 between the State of Florida Department of Environmental Protection and the Seminole County Board of County Commissioners to provide funding for efficiency monitoring of three regional stormwater facilities (RSF's). District 5 - Carey (Kim Ornberg)

- **Constitutional Officers Consent Agenda (Items No. 39 - 42)**

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

39. Approval of Expenditure Lists; Approval of BCC Minutes dated July 24, 2007. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

40. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $5,000 from the Law Enforcement Trust Fund to provide for a contribution to Seminole County TRIAD. (Penny Fleming)

41. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $1,000 from the Law Enforcement Trust Fund to provide for a contribution to Elizabeth House, Inc. (Penny Fleming)

42. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend $5,000 from the Law Enforcement Trust Fund to provide for a contribution to Central Florida Dream Center. (Penny Fleming)

Regular Agenda

43. **Land Purchase for Jetta Point Park** - Staff is seeking authorization to negotiate the purchase of land for the Jetta Point Park Project (Parcel # 04-21-31-300-002E-0000), 1005 Jetta Point, Winter Springs, FL 32708. District 2 - McLean (Meloney Lung)

44. **Public School Facility Planning** - Approve and authorize the Chairman to execute the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency. (Dori DeBord)

County Manager's Briefing

45. **Signing and Lighting Policy for Trails and Tunnels** - Staff is seeking direction on the Board's interest in creating a policy for signing and lighting of trail overpasses and/or tunnels based on the information listed herein, for inclusion in the Administrative Code. If so directed, an amendment to the Administrative Code will be drafted and presented to the Board for consideration at a future meeting. (Jerry McCollum)

- **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

46. **(Continued from the 7/24/2007 BCC Meeting) Appeal** - Of the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); (Janet Work, applicant). District 3 - Van Der Weide (Denny Gibbs)

47. **(Continued from the 8/14/07 BCC Meeting) Right-of-Way Vacate** - 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 (School Board of Seminole County, Florida, applicant). District 5 - Carey (Cynthia Sweet)

48. **Seminole County Port Authority Budget** - Proposed Seminole County Port Authority Budget for Fiscal Year 2007/08 as described in the Legal Advertisement. (Lin Polk)

49. **Non-Ad Valorem Assessment Roll Certification** - Approve and authorize the Chairman to execute a Resolution and Certificate adopting the 2007 Non-Ad Valorem Assessment Roll. (Kathy Moore)

50. **Drainage and Utility Easement Vacate** - Vacate and abandon a portion of a platted fifteen foot wide drainage and utility easement at the rear of Lot 73, Lakes of Aloma Subdivision as recorded in Plat Book 41, pages 31 through 33 of the public records of Seminole County, Florida in Section 31, Township 21 S, Range 31E (Kristen Dentler, applicant). District 1 - Dallari (Brian M. Walker)

51. **Right-of-Way Vacate** - Vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E (Pam and Melvin Olson, applicants). District 5 - Carey (Brian M. Walker)

52. **Rezone** - Rezone approximately 0.37 acres located on the southeast corner of North County Road 427 and North State Road 417 from A-1 (Agriculture) to C-2 (Retail Commercial) and execute the rezone ordinance (CPH Engineers, applicant). District 5 - Carey (Herman Wright)

53. **Public School Facilities and Concurrency** - Transmittal of proposed text amendments to the Vision 2020 Comprehensive Plan, including the Public School Facilities Element and amendments to the text of the Capital Facilities, Implementation and Intergovernmental Coordination elements to the State Department of Community Affairs (DCA) and approve the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency between the County, the Cities of Altamonte Springs, Longwood, Lake Mary, Sanford, Winter Springs, Oviedo and the Seminole County School Board. (Sheryl Stolzenberg)

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

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Resolution No. 2007-R-_____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 28th DAY OF AUGUST 2007.

WHEREAS, the economic vitality of Seminole County, Florida is dependent on providing a desirable quality of life and sufficient job opportunities for its citizens; and

WHEREAS, an expanding tax base allows government jurisdictions to be responsive in meeting identified community needs associated with growth; and

WHEREAS, capital investment decisions by new and expanding companies in Seminole County create both temporary and permanent job opportunities; and

WHEREAS, it is the goal of Seminole County to attract targeted businesses that will diversify the local economy; and

WHEREAS, the Seminole County Regional Chamber of Commerce will honor the companies listed below at the September 13, 2007 "Industry Recognition Luncheon" for their capital investment and job creation contributions within Seminole County:

Central Florida Box Corporation
Consolidated Label Company
Energy Planning Associates
Invacare Corporation
Maronda Systems
Pershing, LLC
Wells Fargo Auto Finance, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, join with the citizens of Seminole County and the business community in expressing its appreciation to the companies listed above, and to all other new and expanding businesses, for their contributions to the economic well being of our area.

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

ADOPTED, this 28th day of August, 2007.

*** * * * * * * ***

ATTEST:

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

_____
Carlton D. Henley, Chairman
Board of County Commissioners

Resolution 2007-R _____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 28th DAY OF AUGUST 2007.

WHEREAS, the village of Geneva, also known in the community as the island of Geneva, is surrounded by the St. Johns River, designated an *American Heritage River;* Lake Harney; Lake Jesup; Salt Creek; and the Econlockhatchee River, designated as an *Outstanding Florida Waterway*; and

WHEREAS, Geneva residents have performed research and found all of the following: that the cultural history of Geneva was first documented in 1765-66 by John and William Bartram, further documented by anthropologist Daniel Britton in 1850, again by eminent scientists of Harvard University in 1875, and by an Archeological Cultural Resources Study that identifies thirty nine sites from the St. Johns Era(500 BC to 1763), including at least one burial mound; through an Architectural Resources Study documenting eight sites/structures eligible for the National Register, sixty additional sites/structures eligible for the National Register as part of an area of historical significance, an additional eighty one sites/structures identified as "locally important" sites, and the Geneva Freshwater Lens which is also known as the Geneva Bubble, and

WHEREAS, Geneva has an ongoing and vibrant cultural heritage documented by the Geneva Historical and Genealogical Society, founded in 1952, which has worked to preserve the history and culture of Geneva through its Museum with over 1200 artifacts and through its associated educational programs; and furthered by the Geneva Citizens Association, whose Community Hall was originally constructed in 1891 and which has persevered in the continuing efforts to maintain the unique qualities and amenities of the unincorporated village of Geneva; and evidenced by a variety of churches, women's and youth organizations, some of which have existed for over a century; and

WHEREAS, the Seminole County Board of County Commissioners has continually supported preservation of rural character and natural lands through the Seminole County Natural Lands Program established in 1990 through a voter referendum, through formal identification of the East Rural Area in 1991 which established the urban/rural boundary line and created the rural future land use and zoning designations in place today. This Rural Area was further reinforced through a 2004 voter referendum, identifying the Rural Area in the County Charter.

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

1. The Board recognizes that the village of Geneva is an integral part of the rich rural and agricultural history as well as the culture of the County with past, present and future significance.

2. The Board recognizes that the village of Geneva has worked hard as a community to maintain a living rural heritage, while respecting individual private property rights.

3. The Board applauds the community efforts of the village of Geneva to be recognized as a “Rural Heritage Area” with state and national historic preservation agencies.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk of the Court of Seminole County, Florida, and this Resolution be presented to the Geneva Citizens Association and to the Geneva Historical & Genealogical Society.

ADOPTED, this 28th day of August, 2007, A.D.

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ATTEST:

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

Item No. 3

PRESENTATION

SeminoleWay – A community partnership to create a strategic land use and economic development plan focused on attracting high value/high wage jobs and businesses to Seminole County along the 417 Corridor and across I-4 to the Port.

Presented by:

Tom Green, Colonial Properties Trust and
Mayor John Bush, Winter Springs

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to PS-5102-01/BJC - Consultant Services Agreement for TMDL Development and Implementation Project

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

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

MOTION/RECOMMENDATION:
Approve Amendment #1 to PS-5102-01/BJC with PBS&J, Inc., Orlando, Florida to increase the Not-To-Exceed Amount to $975,000.00 over the term of the agreement.

County-wide Ray Hooper

BACKGROUND:

PS-5102-01/BJC provides various professional services related to the development and implementation of the Total Maximum Daily Load (TMDL) process required by the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA) for Seminole County's impaired water bodies.

The original Work Order-based Master Agreement was executed on January 8, 2002 and it provided for a term of eight (8) years with a Not To Exceed Amount of $725,000.00 over the term of the agreement. Amendment #1 would provide for additional funding due to the evolving nature of the new federal and state TMDL regulatory program and for subsequent regulatory requirements. To date, the County has issued 7 Work Orders and staff has identified a total expenditure of $657,381.00 or approximately 90% under the current Not-To Exceed Amount. This Amendment would provide an increase of $250,000.00 to support the continued TMDL implementation in accordance with the approved Stormwater budget of $300,000.00 over the remaining three (3) years of the Agreement. The following is the summary of the revised Not-To-Exceed Amount of $975,000.00 over the total term of the agreement:

Original Not-To-Exceed Amount	$725,000.00
Amendment #1	$250,000.00
Revised Not-To-Exceed Amount	$975,000.00

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendment #1 to PS-5102-01/BJC with PBS&J, Inc., Orlando, Florida to increase the Not-To-Exceed Amount to $975,000.00 over the term of the agreement.

ATTACHMENTS:

1. PS-5102-01_BJC Amendment 1 with PBS&J, Inc.

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

FIRST AMENDMENT TO CONSULTANT SERVICES AGREEMENT
TMDL DEVELOPMENT AND IMPLEMENTATION PROJECT
(PS-5102-01/BJC)

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on January 8, 2002, between **PBS&J**, whose address is 482 South Keller Road, Orlando, Florida 32810, hereinafter referred to as "CONSULTANT," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONSULTANT and COUNTY entered into the above-referenced Agreement on January 8, 2002, for consultant services related to the TMDL development and implementation project; and

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

WHEREAS, Section 23 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

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

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

the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed the sum of NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($975,000.00).

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

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

ATTEST:

_____
BECKY S. SCHAFFER
Assistant Secretary

(CORPORATE SEAL)

PBS&J

By:_____
JOHN B. ZUMWALT, III
President

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AEC:jjr
8/2/07
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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Award RFP-2086-07/DRS - Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

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

AUTHORIZED BY: Steve Howard **CONTACT:** David Santiago **EXT:** 7106

MOTION/RECOMMENDATION:
Award RFP-2086-07/DRS in the amount of $238,900.00 to C.E.M. Enterprises, Inc of Apopka, Florida, for the design selection, construction and all engineered electrical and mechanical drawings required for the construction of a 1,548 sq. ft. pre-engineered metal building at Seminole County Animal Services.

County-wide Ray Hooper

BACKGROUND:

RFP-2086-07/DRS will provide for the design selection, construction and all engineered electrical and mechanical drawings required for a 1,548 sq. ft. pre-engineered metal stand alone building at Seminole County Animal Services. This was included in the FY 2006/07 adopted budget and will function as a kennel for quarantined animals housing 10 dog runs and a cat holding area.This is a stand-alone building to be used for the quarantine of sick animals. The building must be a separate structure to prevent the spread of any pathogens to healthy animals. The sick dog kennel as an isolation ward also negates any problems with a tie-in to an existing structure or utility service.

The contractor's proposal is for a manufactured building which utilizes galvanized structural steel members, cement board siding with a fiberglass interior, and other materials to withstand animal waste and cleaning chemicals. This type of manufactured building would not be appropriate for renovations to space attached to an existing building as there are issues involved with the structural, mechanical, and electrical tie-in to provide a uniform approach to building code related requirements. These considerations would make a manufactured unit difficult and costly to attach to a dissimilar masonry building.

The project was publicly advertised and the County received one (1) response. The Evaluation Committee which consisted of Scott Werley, Construction Manager, Administrative Services - Facilities Management Division; Chuck Lawson, Project Manager II, Administrative Services- Facilities Management Division; and Marybeth Lake, Team Leader, Public Safety, evaluated the submittal giving consideration to qualifications & experience of the Contractor, approach to work, and price. In addition, Staff evaluated and selected the Sales Tax Recovery Program as an alternative method to purchase the pre-engineered metal building (design as submitted in the Contractor's proposal). Using this program will result in a cost savings in sales tax to the County in the amount of $7,439.60.

The Evaluation Committee recommends award of the Agreement to C.E.M. Enterprises, Inc. of

Apopka, Florida in the amount of $238,900.00. The completion time for this project is one hundred and fifty (150) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation, Evaluation Scoring Sheets, a letter from the Contractor accepting the use of the Sales Tax Recovery Program and the Vendor Quote for the pre-engineered metal building (design as submitted in the Contractor's proposal).

This is a budgeted project, and funds are available in the account line for Facilities Maintenance, Construction in Progress, Additional Kennel Runs (010560.560650, CIP# 254801).

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-2086-07/DRS in the amount of $238,900.00 to C.E.M. Enterprises, Inc of Apopka, Florida for the design selection, construction and all engineered electrical and mechanical drawings required for the construction of a 1,548 sq. ft. pre-engineered metal building at Seminole County Animal Services.

ATTACHMENTS:

1. RFP-2086-07_DRS Award Agreement to CEM Enterprises, Inc.
2. RFP-2086-07_DRS Backup Documents

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

ANIMAL SERVICES QUARANTINE KENNEL PURCHASE AND CONSTRUCTION AGREEMENT (RFP-2086-07/DRS)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **CEM ENTERPRISES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1757 Benbow Court, Apopka, Florida 32703, hereinafter called "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and Exhibit A, Scope of Services, attached hereto. The Work is generally described as follows: Animal Services Metal Quarantine Kennel Purchase and Construction.

SECTION 2. PROJECT MANAGER.

(a) The Project Manager for COUNTY shall be Chuck Lawson, Facilities Management.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within ONE HUNDRED TWENTY (120) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work

shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid. CONTRACTOR's total compensation is TWO HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 DOLLARS ($238,900.00) 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 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 CONTRACTOR's 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. SALES TAX RECOVERY. Where it is deemed by COUNTY to be in the best interest to do so, COUNTY and CONTRACTOR shall utilize the Sales Tax Recovery procedures as described in Section 8.1513, Seminole County Administrative Code, and Article 1, Section 1.5, Seminole County Manager Policies and Procedures, Guide to Purchasing, as may be amended from time to time. Said Policies and Procedures are attached herein as Exhibit B.

SECTION 6. 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 7. 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, then 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. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall 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) COUNTY may withhold additional retainage equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) if CONTRACTOR is behind

schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. 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 8. 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, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, 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 agrees 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 it to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be JOHN GUSTAFSON. This Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager 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 or COUNTY or both by any governmental

entity, district, 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 a 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, 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 9. 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 C;

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

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

(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 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, and 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 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, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it shall have been changed by written notice in compliance with

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

For COUNTY:

Facilities Maintenance
200 W. County Home Road
Sanford, FL 32773

For CONTRACTOR:

John Gustafson, Superintendent
CEM Enterprises, Inc.
1757 Benbow Court
Apopka, FL 32703

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 signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

CEM ENTERPRISES, INC.

_____
NORMA JEAN MEEKS, Secretary

By:_____
CHARLES E. MEEKS, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

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

AEC/jjr
07/02/07; 7/10/07; 7/17/07
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Scope of Work
Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services 232 Bush Loop, Sanford, Florida

Seminole County seeks a qualified, licensed metal building contractor or general contractor to design and construct a 1650 sq. ft. pre-engineered stand alone building (i.e. Butler, Dean or equal) to function as a kennel for quarantined animals. The selected contractor will be responsible for providing engineered electrical and mechanical drawings. The interior of the building will be designed by the contractor to house 10 dog runs to match existing dog runs at Animal Services and a cat holding area.

A Pre-bid meeting will be held on site for the staff to answer questions. It is strongly recommended that all interested contractors attend this meeting. A current site survey is available for this project.

The contractor will be responsible but not limited to the following items:

1. Contractor shall provide necessary materials, labor, equipment, and supervision required for the completion of this project.
2. Contractor will ensure that building metal exposed in the dog run area is protected with epoxy paint or a sealed masonry finish to protect against dog urine and harsh cleaning chemicals.
3. Contractor shall provide signage to delineate the work zone, for employee safety. Contractor shall coordinate traffic and work sequencing with Animal Control Services. This is a secure fenced area.
4. County shall provide limited staging and lay-down area and shall coordinate on-site storage of materials with the Animal Services.
5. Contractor shall obtain all required permits and shall schedule all required inspections.
6. Contractor shall provide signed and sealed drawings to Animal Services and Seminole County Building Department.
7. Contractor to provide building manufacture (20 years) and labor (2 years) warranty.
8. Submittals and shop drawings are to be submitted for review and comments by Animal Services.
9. Contractor shall perform all work during normal work hours (Monday – Saturday, 7:30am – 5:00pm).
10. Contractor shall be responsible for proper clean-up and disposal (dumpster) of all disguarded material and trash on a daily bases.
11. Contractor shall provide protection and security for all equipment that requires such protection from weather and construction activities.
12. Contractor shall be required to provide schedule of work with milestones and coordination dates.
13. Contractor shall be required to identify and connect utility requirements for (water, sewer, storm water, electric, etc).

(b) If the person awarded the contract has acted fraudulently or in bad faith, the contract may be declared null and void or voidable, if such action is in the best interest of the County.

8.1511 REVERSE AUCTIONS. Reverse Auctions are downward price procurement methods in which suppliers lower their prices in real time until the auction closes. Purchasing and Contracts staff will post the requirement and vendors will actively bid to provide lower pricing in an effort to receive the award. This method is useful for requirements that are well defined and commercial in nature that do not require any discussion, evaluations of proposal and would result in a cost saving to the County.

8.1512 SMALL PURCHASES/MISCELLANEOUS CONTRACTS (EXCEPT FOR PROFESSIONAL SERVICES (PS)) Consultant Competitive Negotiation Act (CCNA). Any purchase for an amount less than the mandatory bid amount may be made in accordance with those procedures promulgated in the Internal Procedure for Purchasing and Contracting, provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this Section. The mandatory bid amount shall be FIFTY THOUSAND AND N0/100 DOLLARS ($50,000.00) Written quotes shall be obtained for purchases between TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) and FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE AND 99/100 DOLLARS ($49,999.99.) Informal quotes shall be obtained for purchases between FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) and TEN THOUSAND AND NO/100 ($10,000.00.) and a competitive environment should be utilized unless there is a time or quality constraint. Department/Division/Offices shall maintain documentation with their requisition on all quotes received or as to why competition was not obtained. All purchase prices must be considered fair and reasonable. Award shall be made to the business offering the lowest acceptable quotation. The name of the business submitting a quotation, and the date and amount of each quotation, shall be recorded and maintained as a public record.

8.1513 SALES TAX RECOVERY (RESOLUTION NO. 96-R-177). When construction project is proposed, it will be determined prior to the bid or proposal process, if Sales Tax Recovery Program will be utilized. Nothing herein shall prohibit the County from deleting items within the Invitation for bids and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the County's tax exempt status. When the County undertakes the construction of new or renovated facilities, the Sales Tax Recovery Resolution No. 96-R-177 will apply when deemed to be in the best interest to the County. Sales tax recovery can be utilized for construction of new and renovated County facilities. The purchasing provisions for sales tax recovery in County bid documents may be integrated with the purchasing criteria provided by the Florida Department of Revenue, so as to permit Seminole County's awarded general contractor for construction of new or renovated facilities to solicit material bids and to require issuance of Seminole County purchase order that will be authorized by Seminole County Purchasing and Contracts Manager or designee and said purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Design and Construction of Pre-Engineered Metal Building at the Seminole County Animal Services

COUNTY CONTRACT NO. RFP-2086-07/DRS

Name of Bidder: CEM ENTERPRISES INC

Mailing Address: 1757 BENBOW COURT

Street Address: 1757 BENBOW COURT

City/State/Zip: APOPKA, FL 32703

Phone Number: (407) 884-9148

FAX Number: (407) 884-2972

Contractor License Number: CGC057992

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 1 through 3, 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.

EXHIBIT C

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: $238,900.00

Numbers

TWO HUNDRED THIRTY EIGHT THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS

(IN WORDS)

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

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

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

Section 00100 - Bid Forms, including alternates & addendum, if any.(*Including W-9*)
Section 00150 – Compliance with Public Records Law
Section 00160 - Bidder Information Forms
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 – Drug-Free Workplace Form
Section 00400 – Public Entity Crimes
Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 13 day of JUNE, 20 07.

CEM ENTERPRISES INC
(Name of BIDDER)

(Signature of person signing this BID FORM)

CHARLES MEEKS
(Printed name of person signing this BID FORM)

PRESIDENT
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS A 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 D

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
Not Applicable				

TOTAL $ -0-

Charles Meeks
Printed Name

Signature

CEM Enterprises Inc
Bidder Name

July 18, 2007
Date

EXHIBIT E

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: CEM ENTERPRISES INC

Signature:

Printed Name: CHARLES MEEKS

Title: PRESIDENT

Date: JUNE 13, 2007

Affix Corporate Seal

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2007, by CHARLES MEEKS of CEM ENTERPRISES INC firm), on behalf of the firm. He/She is personally known to me or has produced PERSONALLY KNOWN identification.

Linda C Richardson

Print Name

Notary Public in and for the County
and State Aforementioned

My commission expires:

LINDA C. RICHARDSON
Notary Public, State of Florida
Commission # DD 633815
Expires April 25, 2011
Bonded Thru FL Notary Assn., Inc.

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

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

RFP NUMBER: RFP-2086-07/DRS

RFP TITLE: **Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services**

DUE DATE: June 27, 2007, 2:00 P.M.

	Response #1	
INFORMATION PROVIDED IN RESPONSE	CEM Enterprises, Inc. 1757 Benbow Court Apopka, Florida 32703 Mr. Charles Meeks, President (407) 884-9148 Phone (407) 884-2972 Fax	

TABULATED BY AND POSTED ON: **D. R. Santiago, CPPB, Procurement Analyst** **06/27/2007**

EVALUATION CRITERIA: **Each criterion will be scored up to the percentage allotted (total 100%): Qualifications and Experience (35%); Approach to Work (50%); Price (15%).**

EVALUATION COMMITTEE MEETING: **Thursday, June 28, 2007 at 10:00 AM Eastern**
Facilities Management conference room, 205 W. County Home Road, Sanford, FL 32773

RECOMMENDATION OF AWARD: **C.E.M. Enterprises, Inc.**

BCC AGENDA DATE: **August 14, 2007**

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: Scott Werley

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.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

GC, ASSA, USACE, Abatement
Numerous Projects

Score 33
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Aloud Quarters

Score 50
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

within Budget

Score 15
(0-15%)

Ranking 1

Total Score (0-100) 98

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: [illegible]

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.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

MEETS QUALIFICATIONS

Score 32
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

USING HOUND QUARTES METAL BLDG.

Score 48
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

WITH-IN BUDGET

Score 15
(0-15%)

Ranking 1

Total Score (0-100) 95%

EVALUATION FORM

RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

SUBMITTAL COMPANY NAME: C.E.M. Enterprises, Inc.

QUALIFICATION COMMITTEE MEMBER: Mary Beth Rake

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.**

QUALIFICATIONS AND EXPERIENCE (35%)

Measured in terms of required State of Florida certifications.
Measured in terms of qualifications and relevant experience of proposed personnel and subcontractors.
Measured in terms of similar work experience and client references for work performed within the past three (3) years.

Score 33%
(0-35%)

APPROACH TO WORK (50%)

Measured in terms of the demonstrated understanding of the services and support required by the solicitation.

Score 48%
(0-50%)

PRICE (15%)

Measured in terms of the lump sum cost to perform the services required by the solicitation.

Score 15%
(0-15%)

*Ranking*_____ *Total Score (0-100)* 96%

ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING AND CONTRACTS DIVISION

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

July 5, 2007

Mr. Charles Meeks
C.E.M. Enterprises, Inc.
1757 Benbow Court
Apopka, Florida 32703

(407) 884-2972 Fax
Page 1 of 5

Subject: RFP-2086-07/DRS – Design and Construction of a Pre-Engineered Metal Building at Seminole County Animal Services

Ref (a): Meeting with Seminole County and C.E.M. on Tuesday, July 3, 2007.

Charles:

In accordance with Ref (a), Seminole County Purchasing is proposing the use of our Sales Tax Recovery program to bring RFP-2086-07/DRS within the project budget. Attached is a copy of the Seminole County Manager's Policies which outlines the Sales Tax Recovery program.

Please review Section E. Sales Tax Recovery, subsections (1) through (14). If agreeable, our Legal office will incorporate the Sales Tax Recovery program into the contract for award. An overall summary of the contract will be:

Original RFP price:	$238,900.00
Cost of building kit:	$106,280.00
7% Sales Tax:	$ 7,439.60
Sales Tax Recovery Program (minus):	$113,719.60 (cost of bldg kit and tax)
Contracted amount to C.E.M.:	$125,180.40 (Installation and incidentals)

This program will bring the contracted price within budget. Please sign, date and return to me via FAX.

Regards,

C.E.M Enterprises, Inc agrees to the use of the Sales Tax Recovery program for RFP-2086-07/DRS as outlined in the Seminole County Manager's Policies, Section E, subsections (1) through (14).

~~Charles Meeks, President~~
John Gustafson, Vice President

7-5-07
Date

1101 EAST FIRST STREET SANFORD FL 32771-1468 TELEPHONE (407) 665-7116 FAX (407) 665-7956
www.seminolecountyfl.gov/purchasing

HOUNDQUARTER'S, INC. PURCHASE AGREEMENT

CONTRACT FOR MATERIALS ONLY

July 3, 2007

Between:

The Buyer(s)

Seminole County Animal Services
David Santiago
232 Bush Loop Blvd
Sanford, FL 32773
407. 665- 7956

And:

The Seller

Houndquarter's, Inc.
William Pelfrey, President
717 W Saint Anne Ave
Phoenix, AZ. 85041
Phone: (602) 955-2420 Fax (602) 955-2602

Houndquarter's agrees to fabricate the building materials and provide the related components and services as outlined under the "Materials/Service" section.

All building trades such as the site work, concrete slab, electrical, plumbing, heating & ventilation, cabinetry, floor coverings, etc. and installation is the responsibility of the buyer as outlined under the "Materials/Service Excluded" section.

Permits, zoning and building ordinances are the responsibility of the owner/buyer and must be obtained prior to Houndquarter's delivering the building material.

The shipment will be made by a common carrier. Delivery will be made during normal business hours, Monday - Friday, between 8:00 am and 4:00 pm (excluding Holidays).

The Buyer(s) shall be responsible for unloading the truck and for proper care and storage of the materials. Course of construction insurance should be in effect for liability, theft and vandalism.

Total price for the Houndquarter's building material is: $106,280. Contract price includes delivery to the job-site.

This price is valid for sixty (60) days from date of contract.

Engineered Plans:

The Engineered plans will be completed within 12-15 days after being released and will be either mailed or emailed to the buyer for final approval. The working drawings will be completed and sealed (wet stamped) by a Structural Engineer for the County, City and State where the building will be erected. The working drawings can then be used to obtain permits and fabrication of the kennel building.

Payment Terms and Conditions:

All materials for this project are custom designed, engineered and manufactured specifically for each building site, and geographic locality.

Payment Schedule for the Materials:

1. A down payment of ($51,600) is required with the signed Purchase Agreement.

2. A progress payment of ($51,680.) is required as the building materials are loaded onto the "bonded" transportation company's trailer for delivery.

3. A final payment of ($3,000) is required when the Factory Consultant leaves the job-site.

Materials/Service Included:
Building Materials/Components/Installation

- Engineering Plans for the Structural, Concrete Slab, Mechanical, HVAC and Plumbing
- Pre-engineered, insulated, hot-dipped galvanized steel kennel building (1548 sq ft)
- Insulated Roof Panels (R-30 value) 3:12 Pitch
- Insulated Exterior Wall Panels with Hardi Panel (R-16.7)
- (3) Insulated Exterior Walk Doors (3'8" x 6'8") plus lock sets
- (3) Insulated Windows
- (8) Partition Divider Panels (6'-0") w/27" bar grille
- (8) Partition Divider Panels (8'-0") w/27" bar grille
- (20) Anodized Aluminum Stall Fronts (4'-0" x 75" High)
- (10) Insulated Dog Doors with Guillotines

Materials/Service Included: (continued)
Building Materials/Components

- Caulking/Screws
- Freight
- Factory Consultant

  A Houndquarter's Factory Consultant will be provided for 5 days on-site during the installation of the kennel building system.

Owner to choose the color of the Exterior Wall Panels from a selection of paint colors from Sherwin Williams Paints. Panels will be painted at the factory prior to delivery at no additional charge.

Materials/Service Excluded:

- Factory Installation
- Site Work (utilities must be within 5'-0" of slab)
- Sewer/Septic
- Concrete Slab plus epoxy coating
- Trench Drain System
- Plumbing
- Electrical
- Mechanical
- Lighting Fixtures (inside/outside)
- Restroom / Kitchen Fixtures
- Cabinetry
- Floor Covering
- Drop Ceilings
- Commercial Section – Interior Walls, Interior Doors
- Paving
- Landscaping

Additional Costs:

- State and or local taxes (if applicable) — By Owner
- Permit Fees — By Owner

Agreement:

Prices are subject to change until this order is confirmed and the deposit is received.

This is a Supplier's Agreement to the owner/buyer. Houndquarter's Inc. is a supplier of the building materials as outlined under the "Materials/Service" section.

The Purchaser expressly agrees that Houndquarter's, Inc. shall not be responsible for any claims for injury or property damage. Any change, modification or alteration to the Houndquarter's products made or caused to be made by the purchaser is not covered under warranty and the Purchaser shall assume all risk.

The Purchaser agrees that Houndquarter's, Inc. retains the complete right of ownership until the total balance is paid in full. At no time can it be assumed that Houndquarter's, Inc. is to wait for the final payment from the lender or a general contractor. Houndquarter's has no control over and will not be held accountable for acts of God, union strikes or delays in shipping by the authorized trucking company. In addition, any back charges by the General Contractor will not be accepted unless authorized by Houndquarter's, Inc.

By signing the contract, the owner/buyer agrees to the terms and agreement of this contract.

Contract price is $106,280. (FOB Job-Site).

This agreement is entered into on this _____ day of _____, 2007

Owner/Buyer
Seminole County Animal Services
David Santiago

_____
Signature

Seller
Houndquarter's, Inc.
William Pelfrey, President

Signature

HOUNDQUARTER'S, INC
MODULAR DOG KENNEL BUILDINGS

Engineered Plans

Houndquarter's, Inc will provide engineered plans for the **structural,** the **footings** and the **foundation.** These plans will be ***certified*** and ***wet stamped*** by an engineer in the state of Arizona and in the state in which the Houndquarter's kennel system will be constructed.

***MP&E:**
The mechanical, heating, ventilation & air conditioning (HVAC) plumbing and electrical shall be designed in Auto Cad 2000, Engineered in accordance with the International Mechanical Code and printed on 24" x 36".

The domestic plumbing water & sanitary waste systems' construction documents shall be designed in Auto Cad 2000, Engineered in accordance with the International Plumbing Code and printed on 24" x 36" bond paper.

The electrical construction documents shall be designed in Auto Cad 2000, Engineered in accordance with the National Electrical Code and printed on 24" x 36" bond paper.

* Each of these disciplines shall be designed and sealed by an Arizona engineer.
The fees for this service are included in the original purchase agreement...

However, it is quite common for other states to require different engineering conditions such as the California Title 24 for windows and other energy calculations.

We can provide the additional engineering requirements but, it will require additional data on the part of the client and (certainly) additional fees will be incurred.

Regards,

Bill Pelfrey, President
Houndquarter's, Inc.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BID-600220-07/TLR - Sale of Surplus Property (Structure and Land): 0.15 acre lot with 3,100 SF pre-fab metal/concrete building at 100 Seminola Boulevard, Casselberry

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

AUTHORIZED BY: Steve Howard **CONTACT:** Tammy Roberts **EXT:** 7115

MOTION/RECOMMENDATION:
Accept offer and authorize the sale of the 0.15 acre lot with 3,100 SF pre-fab metal/concrete building located at 100 Seminola Boulevard, Casselberry (Property ID#05-21-30-517-2800-0150), to Can Gulenay, Inc. of Casselberry, Florida ($101,000.00).

County-wide Ray Hooper

BACKGROUND:

On June 26, 2007, the Board of County Commissioners approved the request to declare surplus and competitively bid the County-owned 0.15 acre lot with a 3,100 sq. ft. pre-fab metal/concrete building located at 100 Seminola Blvd., Casselberry (Property ID#05-21-30-517-2800-0150), using the appraised value of $95,000 as the minimum bid.

This project was publicly advertised as BID-600220-07/TLR - Sale of Surplus Property (Structure and Land) in the Orlando Sentinel and The Sanford Herald, in accordance with Florida State Statute 125.35, and potential bidders were advised to conduct due diligence prior to bidding. On July 25, 2007, the County received two (2) bids in response to the project.

The Review Committee which consisted of Steve Howard, Administrative Services Director; Meloney Lung, Support Services Manager; and Stan Hunsinger, Project Coordinator, reviewed the responses based on the highest priced offered. Can Gulenay, Inc., of Casselberry, Florida was considered the most responsible bidder with the highest purchase price in the amount of one hundred one thousand and 00/100 dollars ($101,000.00). The backup documentation includes the Tabulation Sheet.

STAFF RECOMMENDATION:
Staff recommends that the Board accept the offer and authorize the sale of the 0.15 acre lot with 3,100 SF pre-fab metal/concrete building located at 100 Seminola Boulevard, Casselberry (Property ID#05-21-30-517-2800-0150), to Can Gulenay, Inc. of Casselberry, Florida ($101,000.00).

ATTACHMENTS:

1. BID-600220-07_TLR Offer from Can Gulenay, Inc.
2. BID-600220-07_TLR Backup

Additionally Reviewed By:
No additional reviews

SUBMIT BID TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **PURCHASING AND CONTRACTS DIVISION**	**INVITATION FOR BID** and Bidder Acknowledgment
Contact: Tammy L. Roberts, CPPB Senior Procurement Analyst 407-665-7115 – Phone 407-665-7956 – Fax troberts@seminolecountyfl.gov	**Bid-600220-07/TLR** **Sale of Surplus Property:** **100 Seminola Blvd., Casselberry** .15 Acre Lot with 3,100 sq. ft. Pre-Fab Concrete Building
Bid Due Date: **July 25, 2007** Bid Due Time: **2:00 P.M.**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771

Bidder Name: Can Gulenay Inc.	
Mailing Address: 58 Seminola Blvd. Casselberry, Fl. 32707	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Casselberry Fl. 32707	
Type of Entity: *(Circle one)* Corporation Individual Proprietorship Partnership Joint Venture	X [signature] Authorized Signature (Manual)
Incorporated in the State of: Florida	
Telephone Number: 407-339-6222	Typed Name: Can Gulenay
Toll Free Telephone Number: (800)	Title: President
Fax Number: 407-339-6222.	Date: 7/16/2007

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

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

Section 1
General Description of Project

Sale of Surplus Property (Structure and Land)

DESCRIPTION: The County owned surplus property located at 100 Seminola Boulevard, Casselberry, Florida, parcel #05-21-30-517-2800-0150, including approximately 3,100 SF building and approximately .15 acre lot size, shall be **SOLD AS IS** to the highest bidder. There is a minimum bid amount of $95,000.00 for this property and any bids received below this amount will not be accepted.

It is recommended that potential bidders conduct <u>due diligence</u> on the above referenced property prior to bidding.

Section 2 –
Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff members other than the noted contact person regarding this Bid Solicitation at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by County staff for this project. *Any such contact shall be cause for rejection of your bid.*

PUBLIC OPENING: Bids shall be received at the Purchasing and Contracts Division at the referenced address by the specified time and date. As soon as possible thereafter the names of the Bidders shall be read aloud at the specified location. Persons with disabilities needing assistance to participate in the Public Opening should call the contact person at least 48 hours in advance of the Public Opening at 407-665-7116.

DELAYS: The COUNTY, at its sole discretion, may delay the scheduled due dates indicated if it is to the advantage of the COUNTY to do so. The COUNTY will publish all changes in scheduled due dates on the Purchasing and Contracts W eb Site.

BID SUBMISSION AND WITHDRAWAL: The COUNTY will receive bids at the stated address on this invitation. The outside of the envelope/container must be identified with the Bid Number and title as stated on this invitation. The envelope/container must also include the Bidder's name and return address.

Delivery of the bid in the Purchasing and Contracts Division after the time and date specified due to failure by the Bidder to provide the above information on the outside of the envelope/container shall result in the rej ection of the bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The COUNTY will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing and Contracts Division shall serve as the official authority to determine lateness of any bid.

The COUNTY cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling (407) 665-7116, before the 2:00 deadline.

Bidders shall submit **FOUR (4) COMPLETE SETS** (one [1] original and three (3) copies) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted in this solicitation. The Bidder may submit the bid in person or by mail.

Bidders may withdraw their bids by notifying the COUNTY in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide

a signed receipt for the bid. Bids, once opened, become the property of the COUNTY and will not be returned to the Bidders.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the County Purchasing and Contracts Division in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid documents shall be requested in writing, and received by the County Purchasing and Contracts Division at least seven (7) business days prior to the due date. The County will not be responsible for any oral instructions made by any employee(s) of the COUNTY in regard to this Bid. Telephone No. 407-665-7115, Fax No. 407-665-7956.

ADDENDUM: Should revisions to the Bid documents become necessary; the COUNTY will post addenda information on the COUNTY's Web Site. All Bidders should check the COUNTY's Web Site or contact the COUNTY's Purchasing and Contracts Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive.

Bidder shall acknowledge addenda issued against this solicitation as indicated in the Bid Documents. Addenda information will be posted on the COUNTY's Web Site at www.seminolecountyfl.gov/purchasing. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.

SELECTION PROCESS AND AWARD: The award will be made to the highest priced, responsible Bidder. The COUNTY anticipates award to the Bidder who submits the bid judged by the COUNTY to be the most monetarily advantageous to the County. The COUNTY reserves the right to reject all bids, to waive any formalities, and to solicit and re-advertise for new bids, or to abandon the project in its entirety.

BID PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any Bidder which submits in it's bid to the COUNTY any information which is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

POSTING OF BID AWARD: Recommendation for award will be posted for review by interested parties on the County's Web Page (www.seminolecountyfl.gov/purchasing) prior to submission through the appropriate approval process. Failure to file protest to the Purchasing Manager within the time prescribed in the COUNTY's Purchasing Code and Procedures shall constitute a waiver of proceedings.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

ACCEPTANCE / REJECTION: Seminole County reserves the right to accept or reject any or all bids and to make the award to the Bidder, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or who, in the County's opinion, is not in a position to comply properly under this award. Seminole County reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

PURCHASING CODE: The Purchasing Code and Procedures apply in its entirety with respect to this Bid.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions and requirements. Failure to do so will be at Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

BID OFFERS: Bid offers shall be the net amount to the County for the property, excluding all legal and closing costs, which shall be paid by the Bidder (Buyer) at closing. The awarded bidder shall pay all applicable taxes, recording fees and any other closing fee(s) that may occur.

County reserves the right to reject any and all bids and enter into negotiations with and award to that bidder deemed to have made the offer most advantageous to the County.

CLOSING COSTS/CLOSING: The Bidder (Buyer) shall pay all closing costs including, but not limited to: the placement of documentary tax stamps on the deed, recording of the deed, all legal costs, and all other costs due to sale of said parcel. Closing shall occur at a time and place as determined by the County.

PAYMENT: Payment shall be made by Cash, Travelers Check, Certified Check, or Money Order, payable to the Seminole County Board of County Commissioners.

Section 3
Price Submittal

PROJECT: **Sale of Surplus Property: 100 Seminola Blvd., Casselberry**
.15 Acre Lot with 3,100 sq. ft. Pre-Fab Concrete Building

COUNTY CONTRACT NO. **BID-600220-07/TLR**

Name of Bidder: Can Gulenay Inc

Mailing Address: 58 Seminola Blvd.

Street Address: _____

City/State/Zip: Casselberry FL

Phone Number: (407) - 339-6222

FAX Number: (407) 339-6222

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder hereby agrees to offer a firm, fixed price and/or other considerations for the above mentioned property, and furnish all in strict conformity Bid Documents, including Addenda Nos. 1 through 1, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

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

Price Offered: $ 101,000.00

The Minimum Acceptable Bid Amount is $95,000.00
Based on the Property's Appraised Market Value

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 16 day of July, 2007.

Can Gulenay Inc
(Name of BIDDER)

Can Gulenay
(Signature of person signing this BID FORM)

Can Gulenay
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Five Thousand and Fifty Dollars

(insert the word(s) "cashier's check," Proposer's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to **Five Percent (5%) of the Price Offered** 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 in case this bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY. 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.

Attachment A
Conflict of Interest Statement

STATE OF FLORIDA)
) ss
COUNTY OF Orange)

Before me, the undersigned authority, personally appeared Can Bulenay, who was duly sworn, deposes, and states:

1. I am the President of Can Bulenay with a local office in Casselberry, FL and principal office in Casselberry.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***Bid-600220-07/TLR - Sale of Surplus Property: 100 Seminola Blvd., Casselberry .15 Acre Lot with 3,100 sq. ft. Pre-Fab Concrete Building***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 16th. day of July, 20 07.

Can Bulenay
Typed Name of Affiant

President
Title

Sworn to and subscribed before me this 16 **day of** July, **20** 07.

Personally known ✓

OR Produced identification _____

Personally Known
(Type of identification)

Notary Public - State of Florida

My commission expires Sept. 4, 2010

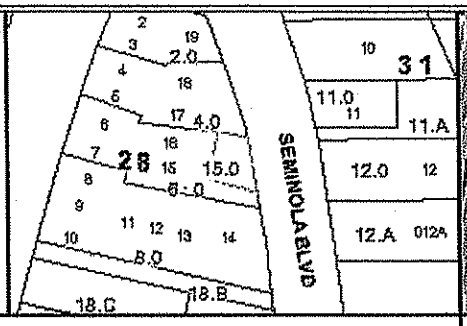
Janine A Farlin
(Printed typed or stamped commissioned name of notary public)

JANINE A. FARLIN
MY COMMISSION # DD 589656
EXPIRES: September 4, 2010
Bonded Thru Notary Public Underwriters

Exhibit A
Property Information and Map Output

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: 05-21-30-517-2800-0150
Owner: SEMINOLE B C C
Mailing Address: 1101 E 1ST ST
City,State,ZipCode: SANFORD FL 32771
Property Address: 100 SEMINOLA BLVD
Facility Name:
Tax District: 04-COUNTY- 17-92 REDVDST
Exemptions: 85-COUNTY ()
Dor: 86-COUNTY(EXC:PUBLIC SC

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$41,242
Depreciated EXFT Value:	$0
Land Value (Market):	$32,730
Land Value Ag:	$0
Just/Market Value:	$73,972
Assessed Value (SOH):	$73,972
Exempt Value:	$73,972
Taxable Value:	$0

Tax Estimator

SALES

Deed Date Book Page Amount Vac/Imp Qualified

Find Sales within this DOR Code

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$0
2006 Taxable Value:	$0

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
SQUARE FEET	0	0	6,546	5.00	$32,730

LEGAL DESCRIPTION

PLATS: Pick...

PART OF LOTS 15 & 16 DESC AS BEG NE COR LOT 16 BLK 28 RUN N 78.07 DEG 10 SEC W 66.49 FT S 20 DEG 04 MIN

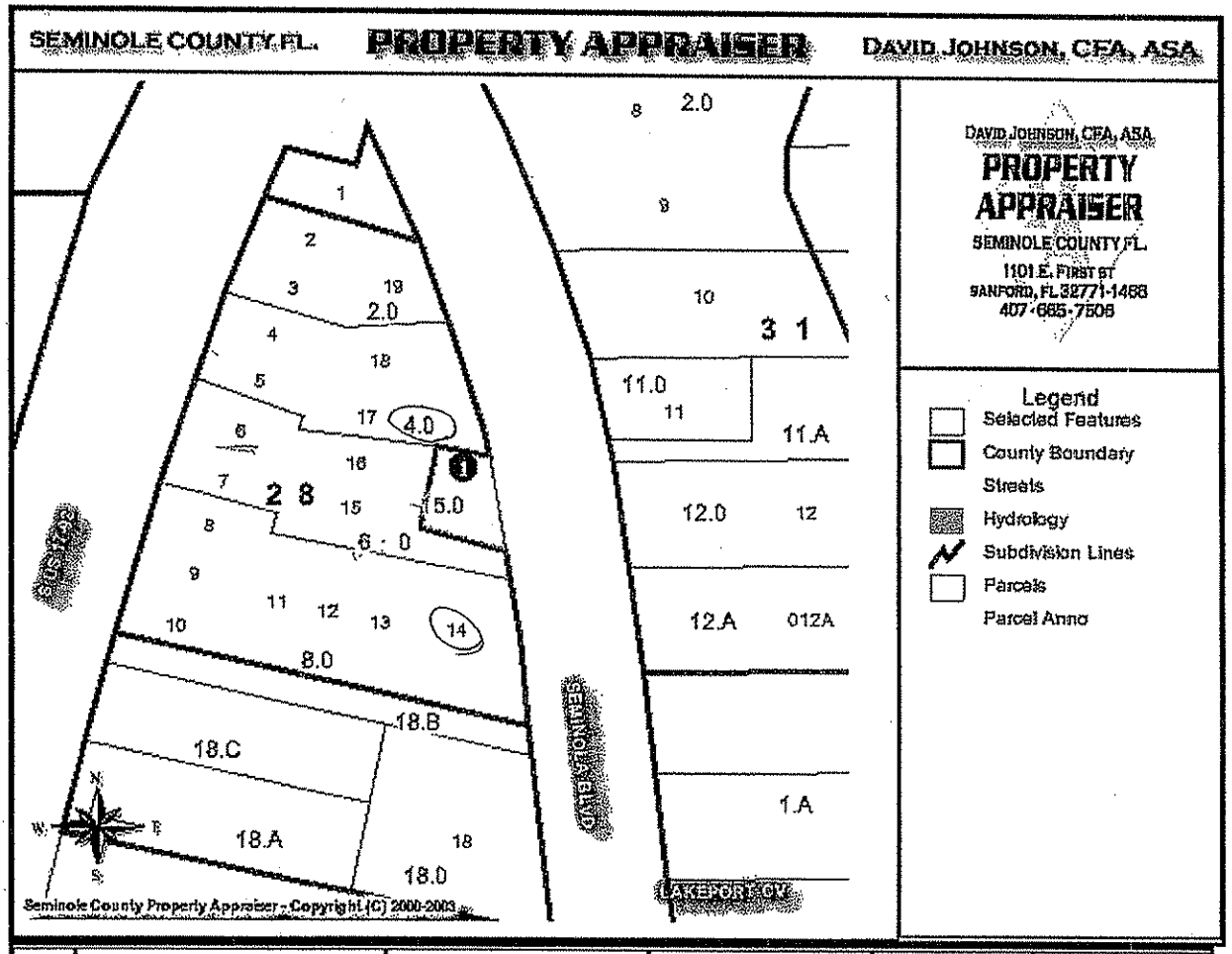
55 SEC W 97.75 FT S 07 DEG 10 MIN E 120.74 FT N 98.97 FT TO POB LAKE KATHRYN PARK ADD 1

PB 5 PGS 63-69

BUILDING INFORMATION

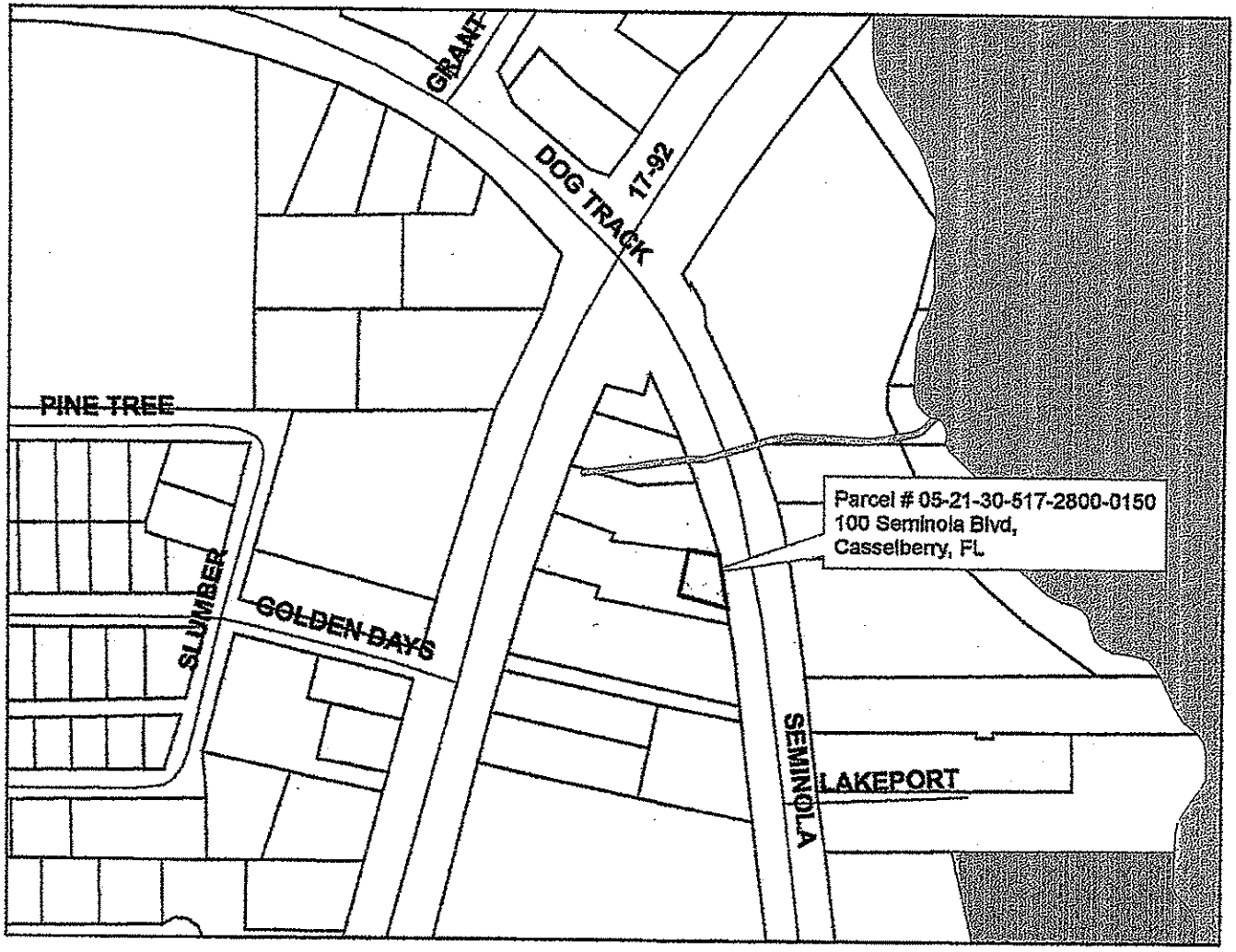
Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	STEEL/PRE ENG	1970	2	3,100	1	CONCRETE BLOCK - MASONRY	$41,242	$89,657

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.*



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	05213051728000150	SEMINOLE B C C	1101 E 1ST ST	SANFORD	FL	32771

Seminole County Property
100 Seminola Blvd
Casselberry, FL



Parcel #
05-21-30-517-2800-0150

6,546 Sq. Ft. (.15 Acre)
with a 3100 Sq. Ft.
Pre Fab Metal/
Concrete Block Building

Attachment B
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name: Can Gulenay

Business name, if different from above: Can Gulenay Inc.

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 58 Seminola Blvd.

Requester's name and address (optional)

City, state, and ZIP code: Casselberry FL. 32707

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number

or

Employer identification number 59-3510602-6

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 07-16-07

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under **4** above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or

5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;

7. A foreign central bank of issue;

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15.**

If the payment is for . . .	**THEN the payment is exempt for . . .**
Interest and dividend payments	All exempt recipients except for **9**
Broker transactions	Exempt recipients **1** through **13.** Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients **1** through **5**
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients **1** through **7** [2]

[1] See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: *See the chart on page 4 for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5,** Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at **www.ssa.gov/online/ss5.html**. You may also get this form by calling 1-800-772-1213. Use **Form W-7,** Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4,** Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at **www.irs.gov.**

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN* **or** *that you intend to apply for one soon.*

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in **1** through **5** below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item **2** in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item **2** of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] **You must show your individual name,** but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

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

BID NUMBER: **BID-600220-07/TLR**

BID TITLE : **Sale of Surplus Property:**
(100 Seminola Blvd., Casselberry)

DUE DATE: **July 25, 2007, at 2:00 P.M.**

	RESPONSE –1-	**RESPONSE -3-**
REQUIRED SUBMITTALS	Can Gulenay, Inc. 58 Seminola Blvd. Casselberry, FL 32707	Welding & Company, Inc. 2405 Legacy Lake Dr. Maitland, FL 32751
BID PRICE	**$101,000.00**	**$95,101.00**
Bid Security	Yes	Yes
Conflict of Interest	Yes	Yes

STATUS

Received and tabulated by: T. Roberts, Sr. Procurement Analyst
Posted: 7/25/2007 at 3:00 pm

RECOMMENDED AWARD: **Can Gulenay, Inc.**
BCC Acceptance date: August 28, 2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2167-07/BHJ - Bear Lake Road Drainage Improvements

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

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

MOTION/RECOMMENDATION:
Award CC-2167-07/BHJ in the amount of $2,577,022.00 to Prime Construction Group, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the drainage improvements, milling and resurfacing of approximately 1.906 miles of Bear Lake Road located in Seminole County, beginning South of the intersection of Bear Lake Road and State Road 436 toward Bear Lake.

County-wide Ray Hooper

BACKGROUND:

CC-2167-07/BHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for drainage improvements, milling and resurfacing for Bear Lake Road located in Seminole County.

The project was publicly advertised and the County received seven (7) responses. The Review Committee, consisting of Brett Blackadar, Principal Engineer; Bill Glennon, Principal Engineer; and Antoine Khoury, Assistant County Engineer, all of Public Works Department, Engineering Division, reviewed the responses. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Prime Construction Group, Inc., in the amount of $2,577,022.00. The completion for this project is 300 Days for Substantial plus 30 Days to Final, for a total contract time of 330 calendar days from the issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for Engineering/Roads (077541.560670, CIP # 00192014).

STAFF RECOMMENDATION:
Staff recommends that the Board award CC-2167-07/BHJ in the amount of $2,577,022.00 to Prime Construction Group, Inc. for all labor, materials, equipment, transportation, coordination and incidentals necessary for the drainage improvements, milling and resurfacing of approximately 1.906 miles of Bear Lake Road located in Seminole County, beginning South of the intersection of Bear Lake Road and State Road 436 toward Bear Lake.

ATTACHMENTS:

1. CC-2167-07_BHJ - Award Agreement to Prime Construction Group, Inc.
2. CC-2167-07_BHJ - Agreement Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
BEAR LAKE ROAD DRAINAGE IMPROVEMENTS
(CC-2167-07/BHJ)

THIS AGREEMENT is dated as of the ____ day of _____ 20___, by and between **PRIME CONSTRUCTION GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Jetstream Drive, Post Office Box 59057, Orlando, Florida 32859-0507, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the attached Exhibit A, Technical Specifications. The Work is generally described as "Bear Lake Road Drainage Improvement".

The Project for which the Work under the Contract Documents is a part is generally described as "Bear Lake Road Drainage Improvement".

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Kevin Knudsen, P.E., whose address is Bowyer-Singleton and Associates, Inc., 520 S. Magnolia Avenue, Orlando, FL 32801.

(b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean HDR Engineering, Inc. whose address is 315 E. Robinson Street, Suite 400, Orlando, FL 32801.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within THREE HUNDRED (300) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within THIRTY (30) calendar days after the actual date of Substantial Completion.

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

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

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

the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is TWO MILLION FIVE HUNDRED SEVENTY-SEVEN THOUSAND TWENTY-TWO AND NO/100 DOLLARS ($2,577,022.00) 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 REYNOLDS C. HOLIMAN, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

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

(k) CONTRACTOR acknowledges that the performance of the Work

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

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

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement

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

(1) This Agreement;

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

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

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

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, THREE THOUSAND FIVE HUNDRED AND NO/100 ($3,500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

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

For COUNTY:

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

For CONTRACTOR:

Prime Construction Group, Inc.
Post Office Box 590507
Orlando, FL 32859-0507

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:

PRIME CONSTRUCTION GROUP, INC.

_____
THOMAS M. PERLEY, Secretary

By:_____
ROY W. SMITH, JR., President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

Attachment:

Exhibit A - Technical Specifications
Exhibit B - Bid Form
Exhibit C - Trench Safety Act
Exhibit D - American with Disabilities Act Affidavit

AEC:jjr
08/07/07
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EXHIBIT A

TECHNICAL SPECIFICATIONS

SEMINOLE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

SECTION 01044

MOWING

1.01 DESCRIPTION

A. **Mowing:** Mow all turf areas including water retention areas to a height of 3" or 4" with a rotary mower, cycles will average trice a month during the growing season (June to October) and on an as needed basis during the slow season (November through May) or as directed by Seminole County.

B. **Edging**: Will be required once a month, edging will consist of a clean edge line, (all debris over handing) along the curbing and sidewalk areas.

C. **Weed-eating**: Remove vegetation from around, signpost, guardrails, utility poles, and fence lines. Weed-eating shall be done in conjunction with each mowing cycle with a string trimmer or herbicide. If herbicide is used the Contractor shall use an environmentally safe, EPA approved product at the recommended rates located on the manufacturer's label. Herbicide is not to be used in lieu of edging.

D. **Power Blowing**: Means the use of a back-pack blower or vacuum to remove debris from the curb line and sidewalk areas (the use of a mower will not be considered power blowing).

E. **Litter Removal**: Will be performed each cycle before mowing of all sites.

END SECTION

SECTION 01051

SURVEY

PART 1 - GENERAL
1.01 DESCRIPTION

A. Perform surveying services and set points along the right-of-way and other places.

B. Set all points after construction has been substantially completed.

C. Employ the services of a Florida registered Professional Land Surveyor, who shall set and certify the following points meeting the Minimum Technical Standards for Land Surveyors in accordance with Chapter 61G17-6 F.A.C.:

1. All individual lot corners along the new ROW line, and along the existing ROW line where acquisition was not required. Set iron rod or iron pipe meeting Minimum Technical Standards.

2. Centerline of construction at each P.C., P.T., P.I., sidestreet centerline intersection, and start and end of project. Also, ROW breaks, Section and 1/4 Section Corners within the ROW corridor, set 4" x 4" 36" concrete monument, unless the point falls in pavement in which case a 10 penny nail and disk shall be set.

3. Each point shall be legibly marked with the surveyors P.L.S. number or the licensed business number and ROW.

4. All section and 1/4 section corners set shall have certified corner records prepared in accordance with D.N.R. Standards, copies of which shall be submitted to the ENGINEER, for review by Seminole County Survey Section.

D. After all points are set, submit bound certified field notes of all points to the **ENGINEER**, who will confer with the Seminole County Survey Section.

1. Flag all points set (not in pavement).

2. Seminole County Survey Section will inspect all points against field notes and ROW Map and will approve the Work of this section.

3. Make all corrections required.

E. Approval by Seminole County Survey Section of the work of this section is considered a part of Final Completion.

1.02 MEASUREMENT AND PAYMENT

A. ROW Survey, **Item 666-3** is a lump sum payment item.

1.03 OPTIONS

A. Substitutions for specified point markers shall be approved by Seminole County Surveyor.

END OF SECTION

01051-1

SECTION 01100

VIBRATORY COMPACTION EQUIPMENT

The use of large vibratory compaction equipment is prohibited on this construction contract. Walk behind or hand held vibratory compaction equipment with a maximum base plate size of 12" will be permitted on this job site. The performance and specified requirements for compaction of materials and required moisture-density relationships shall be maintained. If the contractor so desires to use this equipment, he shall make available to Seminole County the opportunity to inspect and insure that the equipment designated for this project meets the requirements set forth in the manufacturers recommendations and will not cause any vibration to the surrounding area residents or noise limits that would go beyond acceptable limits.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1- GENERAL

1.01 CONSTRUCTION SCHEDULE

A. Initial Construction Schedule

1. Promptly after "Award of the Contract", the Contractor shall prepare and submit to the Owner construction schedules for the work, with sub-schedules of related activities that are essential to its progress. Approval of the initial construction schedule is required prior to the issuing of the "Notice to Proceed".

B. Revised Construction Schedules

1. The Contractor shall submit revised construction schedules at monthly progress meetings.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation.
2. Horizontal time scale: Identify the first work day of each week.
3. Scale and spacing: Allow ample space for notation and future revisions.

B. Format of listings shall be the chronological order of the start of each item of work.

1.03 CONTENT OF SCHEDULES

A. Construction Schedule:

1. Show the complete sequence of construction by activity.
2. Show the dates for the beginning and completion of each major item of construction, as listed in the Bid Proposal.
3. Provide a Cash Flow Projection for each item, as of the first day of each month.

B. Submittals Schedule for Show Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittals.
2. The dates reviewed submittals will be required from the owner.

1.04 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule.

1. Major changes in scope.
2. Activities modified since previous submission.
3. Revised projections of progress, cash flow and completion.
4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.
2. Corrective actions recommended and the effects thereof.

1.05 SUBMISSIONS

A. Submit initial schedule within seven (7) calendar days after Award of Contract.

1. Owner will review schedules and return reviewed copy within five (5) days after return of the review copy.
2. If required, resubmit within five (5) days after return of the review copy.

B. Submit revised schedules with each Application for Payment. Failure to submit accurate schedules shall be cause for withholding of payment to the contractor.

C. Submit the number of copies the Contractor requires, plus two copies to be retained by the reviewer and one copy for the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

01310-2

SECTION 01570

TRAFFIC REGULATION

PART 1 - GENERAL

1.01 DESCRIPTION

A. This section covers procedures for developing and implementing traffic control and regulation measures and maintenance of traffic in and around the construction area to provide for safe and efficient protection and movement of vehicular and pedestrian traffic/through and adjacent to the construction area.

1.02 REFERENCES

A. Codes, Specifications and Standards

Codes, specifications, and standards referred to by number or title shall form a part of this Specification to the extent required by the reference thereto. Latest revisions shall apply, unless otherwise shown or specified.

B. Florida Department of Transportation (FDOT) Standards

FDOT Manual -	State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
FDOT Specification -	Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 Edition.
FDOT Standards -	Florida Department of Transportation Roadway and Traffic Design Standards, 2002 Edition.

1.03 SUBMITTALS

A. Before closing or restricting traffic flow through any thoroughfare, the Contractor shall give written notice to and, if necessary, obtain a permit or permits form the duly constituted public authority having jurisdiction over the thoroughfare. Contractor shall also notify the applicable law enforcement, fire, and emergency services having jurisdiction in the area. Notice shall be given no less than 72 hours in advance of the time when it may be necessary in the process of construction to close or restrict traffic to such thoroughfare, or as may be otherwise required by the governing authority.

1.04 SITE CONDITIONS

A. The Contractor shall plan construction operations such that existing local traffic access can be maintained and shall maintain during the construction such barricades, lights, flagmen, and other protective devices as appropriate, whether specified for the project or required by the local governing authority. Traffic control devices used for maintenance of traffic shall comply with the FDOT Manual.

B. The Contractor shall conduct his work in such manner as not to unduly or unnecessarily restrict or impede normal traffic through the streets of the community. Insofar as it is practicable, excavated material and spoil banks shall not be located in such manner as to obstruct traffic. The traveled way of all streets, roads, and alleys shall be kept clear and unobstructed insofar as is possible and shall not be used for the storage of construction materials, equipment, supplies, or excavated earth, except when and where necessary if approved by the governing authority. If required by duly constituted public authority, the contractor shall, at his own expense, construct bridges or other temporary crossing structures over trenches so as not to unduly restrict traffic. Such structures shall be of adequate strength and proper construction and shall be maintained by the Contractor in such manner as not to constitute an undue traffic hazard. Private driveways shall not be closed except when and where necessary, and then only upon due advance notice to the Owner and for the shortest practicable period of time consistent with efficient and expeditious construction. The Contractor shall be liable for any damages to persons or property resulting form his work.

1.04 SITE CONDITIONS

C. The Contractor shall make provisions at cross streets for the free passage of vehicles and foot passengers, either by bridging or otherwise, and shall not obstruct the sidewalks, gutters, or streets, nor prevent in any manner the flow of water in the latter, but shall use all proper and necessary means to permit the free passage of surface water along the gutters. The Contractor shall immediately cart away all offensive matter, exercising such precaution as may be directed by the Owner. All material excavated shall be so disposed of as to inconvenience the public and adjacent tenants as little as possible and to prevent injury to trees, sidewalks, fences, and adjacent property of all kinds. the contractor may be required to erect suitable barriers to prevent such inconvenience or injury.

D. Unless otherwise required by the governing authority, maintenance of traffic in and around the construction zone shall conform to Section 102 of the FDOT Specification, and Index Nos. 600, 620, 621, 622, 623, and 624 of the FDOT Standards.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

*** END OF SECTION ***

01570-3

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EXHIBIT B

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
101-1	LS	1	MOBILIZATION One Hundred Twelve Thousand Dollars	$112,000.00	$112,000.00
102-1	LS	1	MAINTENANCE OF TRAFFIC Thirty Thousand Dollars	$30,000	$30,000.00
102-3	CY	250	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE Seventy-Nine Dollars	$79.00	$19,750.00
104-4	AC	2.5	MOWING Six Hundred Fifty Dollars	$650.00	$1,625.00
104-11	LF	145	TURBIDITY BARRIER FLOATING Twenty Dollars	$20.00	$2,900.00
104-12	LF	97	STAKED TURBIDITY BARRIER Twenty Dollars	$20.00	$1,940.00
104-13-1	LF	22,154	STAKED SILT FENCE (TYPE III) Two Dollars	$2.00	$44,308.00
104-15	EA	2	SOIL TRACKING PREVENTION DEVICES Three Thousand Four Hundred Dollars	$3,400.00	$6,800.00
104-16	EA	612	ROCK BAGS Twenty Dollars	$20.00	$12,240.00
104-10-1	EA	308	BAILED HAY OR STRAW Twelve Dollars	$12.00	$3,696.00
104-100	LS	1	EROSION CONTROL MEASURES Four Thousand Dollars	$4,000.00	$4,000.00

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
110-1-1	AC	4.5	CLEARING AND GRUBBING Ten Thousand Dollars	$10,000.00	$45,000.00
110-4	SY	5,006	REMOVAL OF EXIST. CONCRETE PAVEMENT Fifteen Dollars	$15.00	$75,090.00
120-1	CY	9,930	REGULAR EXCAVATION Five Dollars	$5.00	$49,650.00
120-6	CY	606	EMBANKMENT Twelve Dollars	$12.00	$7,272.00
121-70	CY	10	FLOWABLE FILL Three Hundred Dollars	$300.00	$3,000.00
160-4	SY	2,670	TYPE B STABILIZATION Four Dollars	$4.00	$10,680.00
*285-725	SY	871	2.5" ASPHALT BASE Seventeen Dollars	$17.00	$14,807.00
*285-745	SY	2,321	4.5" ASPHALT BASE Twenty Seven Dollars	$27.00	$62,667.00
327-70-6	SY	22,662	MILL EXISTING ASPHALT PAVEMENT (1.5") Two Dollars	$2.00	$45,324.00
331-1-2	SY	2,321	TYPE SP STRUCTURAL COURSE (2") Fourteen Dollars	$14.00	$32,494.00
337-7-6	SY	24,983	FRICTION COURSE (FC-12.5) Thirteen Dollars	$13.00	$324,779.00

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
425-10	EA	5	YARD DRAINS One Thousand Dollars	$1,000.00	$5,000.00
425-1-311	EA	12	INLETS(CURB)(TYPE P-1)(<10') Four Thousand Dollars	$4,000.00	$48,000.00
425-1-331	EA	1	INLETS(CURB)(TYPE P-3)(<10') Four Thousand Four Hundred Dollars	$4,400.00	$4,400.00
425-1-345	EA	2	INLETS(CURB)(TYPE P-4)(PARTIAL)(<10') Four Thousand Dollars	$4,000.00	$8,000.00
425-1-411	EA	14	INLETS(CURB)(TYPE J-1)(<10') Six Thousand Five Hundred Dollars	$6,500.00	$91,000.00
425-1-421	EA	4	INLETS(CURB)(TYPE J-2)(<10') Six Thousand Dollars	$6,000.00	$24,000.00
425-1-441	EA	1	INLETS(CURB)(TYPE J-4)(<10') Seven Thousand Dollars	$7,000.00	$7,000.00
425-1-451	EA	1	INLETS(CURB)(TYPE J-5)(<10') Six Thousand Dollars	$6,000.00	$6,000.00
425-1-521	EA	2	INLETS(DT BOT)(TYPE C)(<10') Two Thousand Six Hundred Dollars	$2,600.00	$5,200.00
425-1-901	EA	3	INLETS(SPECIAL)(<10') Five Thousand Dollars	$5,000.00	$15,000.00
425-2-61	EA	7	MANHOLES(P-8)(<10') Three Thousand Five Hundred Dollars	$3,500.00	$24,500.00

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
425-2-71	EA	2	MANHOLES(J-7)(<10') Five Thousand Dollars	$5,000.00	$10,000.00
425-2-91	EA	1	MANHOLES(J-8)(<10') Four Thousand Dollars	$4,000.00	$4,000.00
425-3-43	EA	2	JUNCTION BOXES(P-7)(PARTIAL) Two Thousand Dollars	$2,000.00	$4,000.00
430-171-125	LF	3606	PIPE CULV (RCP)(ROUND)(18"SS) Fifty Seven Dollars	$57.00	$205,542.00
430-171-129	LF	689	PIPE CULV (RCP)(ROUND)(24"SS) Seventy Dollars	$70.00	$48,230.00
430-171-133	LF	872	PIPE CULV (RCP)(ROUND)(30"SS) Ninety Dollars	$90.00	$78,480.00
430-982-129	EA	1	MITERED END SECTION (RCP RD) (24" CD) Two Thousand Dollars	$2,000.00	$2,000.00
430-982-133	EA	2	MITERED END SECTION (RCP RD) (30" CD) Two Thousand Six Hundred Dollars	$2,600.00	$5,200.00
440-1-20	LF	978	UNDERDRAIN, TYPE II (6") Twenty Two Dollars	$22.00	$21,516.00
440-70	EA	4	UNDERDRAIN INSPECTION BOX One Thousand Nine Hundred Dollars	$1,900.00	$7,600.00

Add. 8 Rec. 7.10.07

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BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
*430-890-29	EA	1	CHECK VALVE (TIDEFLEX TF-1 OR EQUAL) Eight Thousand Dollars	$8,000.00	$8,000.00
520-1-10	LF	4677	TYPE F CURB AND GUTTER Twenty Dollars	$20.00	$93,540.00
522-1	SY	2928	CONCRETE SIDEWALK (4" THICK) Thirty Five Dollars	$35.00	$102,480.00
522-2	SY	1361	CONCRETE SIDEWALK (6" THICK) Forty Five Dollars	$45.00	$61,245.00
530-1	CY	5	RIP RAP (SAND CEMENT) Three Hundred Dollars	$300.00	$1,500.00
530-3-4	TN	4.8	RIP RAP (RUBBLE) (F&I) (DITCH LINING) Two Hundred Dollars	$200.00	$960.00
570-5	TN	1	FERTILIZER Four Hundred Dollars	$400.00	$400.00
570-9	MG	75	WATER FOR GRASS Fifty Dollars	$50.00	$3,750.00
575-1-1	SY	11,966	SODDING- BAHIA Three Dollars	$3.00	$35,898.00
			One Million Eight Hundred Forty *- NOT AN FDOT PAY ITEM Two Thousand Four Hundred Sixty Three Dollars	$	1,842,463.00 TOTAL

Add. 8 Rec. 7.10.07

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BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
SIGNING AND MARKING PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
700-46-21	AS	6	SIGN, EXISTING (RELOCATE)(SINGLE POST) One Hundred Fifty Dollars	$150.00	$900.00
700-94	EA	2	RADAR SPEED DISPLAY UNIT Eleven Thousand Dollars	$11,000	$22,000.00
706-3	EA	499	RETRO-REFLECTIVE PAVEMENT MARKERS Five Dollars	$5.00	$2,495.00
711-11-111	NM	2.880	THERMOPLASTIC (STD.) (WHITE) (SOLID) (6") Four Thousand Dollars	$4,000.00	$11,520.00
711-11-123	LF	720	THERMOPLASTIC (STD.) (WHITE) (SOLID) (12") Three Dollars	$3.00	$2,160.00
711-11-125	LF	76	THERMOPLASTIC (STD.) (WHITE) (SOLID) (24") Eight Dollars	$8.00	$608.00
711-11-141	LF	483	THERMOPLASTIC (STD.) (WHITE) (SKIP) (6") Two Dollars	$2.00	$966.00
711-11-160	EA	4	THERMOPLASTIC (STD.) (MESSAGE) Two Hundred Fifty Dollars	$250.00	$1,000.00
711-11-170	EA	12	THERMOPLASTIC (STD.) (ARROW) Eighty Dollars	$80.00	$960.00
711-11-211	NM	2.926	THERMOPLASTIC (STD.) (YELLOW) (SOLID) (6") Three Thousand Eight Hundred Dollars	$3,800.00	$11,118.80

Add. 8 Rec. 7.10.07

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BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
SIGNING AND MARKING PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
711-11-224	LF	240	THERMOPLASTIC (STD.) (YELLOW) (SOLID) (18") Five Dollars	$5.00	$1,200.00
711-11-241	LF	893	THERMOPLASTIC (STD.) (YELLOW) (SKIP) (6") One Dollar Forty Cents	$1.40	$1,250.20
			* - NOT AN FDOT PAY ITEM Fifty Six Thousand One Hundred Seventy Eight Dollars		$56,178.00 TOTAL

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION: UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
1613-130-316	LF	52	WATER PIPE (PVC) C-900 CLASS 150 DR18 PUSH-ON JOINT 6" Forty Five Dollars	$45.00	$2,340.00
1613-130	LF	2,641	WATER PIPE (PVC) C-900 CLASS 150 DR18 PUSH-ON JOINT 10" Forty Dollars	$40.00	$105,640.00
1613-130-01	LF	20	WATER PIPE (HDPE) DIRECTIONAL DRILL 10" Three Hundred Eighty Dollars	$380.00	$7,600.00
1613-140	LF	43	WATER PIPE (DUCTILE IRON) CLASS 52 RESTRAINED JOINT 10" One Hundred Dollars	$100.00	$4,300.00
1619-146-08	EA	14	LONG SERVICE CONNECTIONS Two Thousand Five Hundred Dollars	$2,500.00	$35,000.00
1619-146-08	EA	15	SHORT SERVICE CONNECTIONS One Thousand Dollars	$1,000.00	$15,000.00
1642-156-20	EA	1	GATE VALVE (CAST IRON) (250 PSI) (W/VALVE BOX) 10" Two Thousand Dollars	$2,000.00	$2,000.00
1644-133-21	EA	5	FIRE HYDRANT ASSEMBLY Four Thousand Dollars	$4,000.00	$20,000.00
1611-120	LS	1	WATER FITTINGS (CAST IRON) Twenty Thousand Dollars	$20,000.00	$20,000.00

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO.	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
1693-100-18	EA	1	CONNECT TO EXISTING WATER MAIN 6" One Thousand Dollars	$1,000.00	$1,000.00
*1693-01	EA	2	LINE STOP 6" Six Thousand Dollars	$6,000.00	$12,000.00
*1693-02	EA	25	LINE STOP 10" Seven Thousand Dollars	$7,000.00	$175,000.00
*1693-03	EA	2	TAPPING SLEEVE & VALVE ASSEMBLY 6" Four Thousand Dollars	$4,000.00	$8,000.00
*1693-04	EA	25	TAPPING SLEEVE & VALVE ASSEMBLY 10" Five Thousand Dollars	$5,000.00	$125,000.00
*1693-05	EA	12	TEMPORARY JUMPER ASSEMBLY Four Hundred Dollars	$400.00	$4,800.00
*1693-06	EA	1	LINE STOP 16" Thirteen Thousand Dollars	$13,000.00	$13,000.00
*1693-07	EA	1	TAPPING SLEEVE & VALVE ASSEMBLY 16" Seven Thousand Dollars	$7,000.00	$7,000.00
*1693-08	SY	950	OPEN CUT- REMOVE & REPLACE PAVEMENT Sixty Dollars	$60.00	$57,000.00
1600-900-25	LF	2,409	REMOVE PIPE (18" OR LESS) WATER MAIN One Dollar	$1.00	$2,409.00

Add. 8 Rec. 7.10.07

BEAR LAKE ROAD
MAITLAND BOULEVARD TO STATE ROAD 436
SEMINOLE COUNTY
UTILITY RELOCATION PAY ITEMS
BID FORM

ITEM NO	UNIT	APPROXIMATE QUANTITY	ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS)	UNIT PRICE	AMOUNT
*1600-01	EA	6	REMOVE WATER FITTING (FIRE HYDRANT) Two Hundred Dollars	$200.00	$1,200.00
1513-160-01	LF	880	SEWER PIPE FM (PVC) C-900 CLASS 150 DR25 PUSH-ON JOINT 6" Thirty Dollars	$30.00	$26,400.00
1544-110-11	EA	1	AIR RELEASE VALVE (IN VAULT) 6" Twelve Thousand Dollars	$12,000.00	$12,000.00
1519-100-14	EA	6	CONNECT TO EXISTING FM 6" Two Thousand Dollars	$2,000.00	$12,000.00
1511-110	LS	1	SANITARY SEWER FITTINGS Five Thousand Dollars	$5,000.00	$5,000.00
*1500-03	SY	60	OPEN CUT- REMOVE & REPLACE PAVEMENT Fifty Dollars	$50.00	$3,000.00
1500-900-25	LF	846	REMOVE PIPE(18" OR LESS) SANITARY FM Two Dollars	$2.00	$1,692.00
			Six Hundred Seventy Eight Thousand Three Hundred Eighty One Dollars		$678,381.00 TOTAL
			Two Million Five Hundred Seventy Seven Thousand Twenty Two Dollars.	$	2,577,022.00 GRAND TOTAL

Add. 8 Rec. 7.10.07

EXHIBIT C

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
Lay back Slopes	CY	1500.00	1.00	1500.00

TOTAL $ 1500.00

Reynolds C. Holiman
Printed Name

Signature

Prime Construction Group, Inc.
Bidder Name

June 27, 2007
Date

Exhibit D

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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

CONTRACTOR: Prime Construction Group, Inc.

Signature: Reynolds C. Holiman

Printed Name: Reynolds C. Holiman

Title: Vice President

Date: June 27, 2007

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 27th day of June, 2007, by Reynolds C. Holiman of Prime Construction Group, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Evelyn S. Francis

EVELYN S. FRANCIS
MY COMMISSION # DD 364416
EXPIRES: October 20, 2008
Bonded Thru Notary Public Underwriters

Print Name Evelyn S. Francis
Notary Public in and for the County
and State Aforementioned

My commission expires: October 20, 2008

Exhibit D

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

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

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CONTRACTOR: Prime Construction Group, Inc.

Signature: Reynolds C. Holiman

Printed Name: Reynolds C. Holiman

Title: Vice President

Date: June 27, 2007

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 27th day of June, 2007, by Reynolds C. Holiman of Prime Construction Group, Inc. firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Evelyn S. Francis
Print Name Evelyn S. Francis
Notary Public in and for the County
and State Aforementioned

EVELYN S. FRANCIS
MY COMMISSION # DD 364416
EXPIRES: October 20, 2008
Bonded Thru Notary Public Underwriters

My commission expires: October 20, 2008

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

BID NUMBER: CC-2167-07/BHJ
PROJECT TITLE: Bear Lake Road Drainage Improvements
OPENING DATE: July 18, 2007, 2:00 P.M.

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

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	Prime Construction Group, Inc. P.O. Box 590507 Orlando, FL 32859-0507 Reynolds C. Holiman (407) 856-8180 – Phone (407) 856-8182 – Fax	APEC, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Majid Fouladi (407) 522-0530 – Phone (407) 532-8332 – Fax	Gibbs & Register, Inc. 232 S. Dillard St. Winter Garden, FL 34787 Gary E. Register (407) 654-6133 – Phone (407) 905-2941 – Fax	JCB Construction, Inc. 800 W. Gore St. Orlando, FL 32805 Brian Butler (407) 425-9880 – Phone (407) 425-9972 – Fax
TOTAL AMOUNT OF BID	**$2,577,022.00**	**$2,827,036.15**	**$2,910,400.00**	**$3,041,760.60**
Acknowledgement of addenda	Yes	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes	Yes

CC-2167-07/BHJ – Bear Lake Road Drainage Improvements

ITEM DESCRIPTION	Response #5	Response #6	Response #7	
	Jon M Hall Company 1920 Boothe Circle Longwood, FL 32750 Keith L .Carson (407) 215-0410 – Phone (407) 215-0411 – Fax	Cathcart Contracting Company 1056 Willa Springs Drive Winter Springs, FL 32708 John T. Cathcart (407) 629-2900 – Phone (407) 677-4212 – Fax	AJC Construction, LLC 8046A Presidents Ave. Orlando, FL 32809 Alexander Caputo (407) 855-5572 – Phone (407) 855-4922 – Fax	
TOTAL AMOUNT OF BID	**$3,142,304.80**	**$3,274,222.20** *Mistaken Bid	**$3,437,000.00**	
Acknowledgement of addenda 1-5	Yes	Yes	Yes	
Bid bond	Yes	Yes	Yes	
Trench Safety Act	Yes	Yes	Yes	
Bidder Information Form	Yes	Yes	Yes	
Non-Collusion Affidavit	Yes	Yes	Yes	
Drug-Free Workplace	Yes	Yes	Yes	
American w/Disabilities Act	Yes	Yes	Yes	

Opened and Tabulated by Bill Johnson *(Posted July 20, 2007 at 1:00 p.m. Eastern)*

Recommendation of Award: Prime Construction Group, Inc.

CC Agenda Date: 8/28/2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-2213-07/LKR - Fern Park Water System Improvements Phase I

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

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

MOTION/RECOMMENDATION:
Award CC-2213-07/LKR in the amount of $254,865.19 to Expertech Network Installation, Inc. of Boca Raton, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to connect to the existing 8-inch water main at the intersection of US 17-92 and O'Brien Avenue and to construct approximately 236 feet of new 8-inch water main (approximately 180 feet will be directional bore installation) along the south side of O'Brien Avenue to Jaffa Drive.

County-wide Ray Hooper

BACKGROUND:

CC-2213-07/LKR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the following work. The contractor shall connect to the existing 8-inch water main at the intersection of US 17-92 and O'Brien Avenue and construct approximately 236 feet of new 8-inch water main (approximately 180 feet will be directional bore installation) along the south side of O'Brien Avenue to Jaffa Drive. The contractor shall also construct approximately 1,110 feet of new 8-inch water main (approximately 820 feet will be directional bore installation) along South Street, located between Driftwood Drive and Lauren Court and approximately 110 feet of new 8-inch water main (approximately 65 feet will be directional bore installation) along Highland Drive, extending south of South Street. At the abandoned Fern Park Water Treatment Plant, the contractor shall properly abandon the potable well, lug the active water main, demolish the block building and all its appurtenances, remove and dispose of all materials, replace existing site fencing, and grass all disturbed areas.

The project was publicly advertised and the County received three (3) responses. The Review Committee, consisting of Patti Leviti, Project Manager, Environmental Services; Brad Stroppel, Senior Engineer, Environmental Services; and Mike Harber, Senior Engineer, Environmental Services, reviewed the responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award of the Agreement to the lowest priced, responsive, responsible bidder, Expertech Network Installation, Inc. of Boca Raton, Florida, in the amount of $254,865.19. The completion time for this project is one hundred eighty (180) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation.

This is a budgeted project and funds are available in the account line for Water and Sewer Bonds, Construction in Progress - Fern Park Water System Upgrade (40105.169100, CIP #00203801).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2213-07/LKR in the amount of $254,865.19 to Expertech Network Installation, Inc. of Boca Raton, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary to connect to the existing 8-inch water main at the intersection of US 17-92 and O'Brien Avenue and to construct approximately 236 feet of new 8-inch water main (approximately 180 feet will be directional bore installation) along the south side of O'Brien Avenue to Jaffa Drive.

ATTACHMENTS:

1. CC-2213-07_LKR Award Agreement to Expertech Network Installation, Inc.
2. CC-2213-07_LKR Agenda Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

CONSTRUCTION SERVICES AGREEMENT
FERN PARK WATER SYSTEM IMPROVEMENT PHASE 1
(CC-2213-07/LKR)

THIS AGREEMENT is dated as of the _____ day of _____ 20____, by and between **EXPERTECH NETWORK INSTALLATION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6781 West Sunrise Boulevard, Plantation, Florida 33313, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents and the attached Exhibit A - Technical Specifications. The Work is generally described as Fern Park Water System Improvements Phase 1.

The Project for which the Work under the Contract Documents is a part is generally described as Fern Park Water System Improvements Phase 1.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean CPH/Katriina Bowman, whose address is 500 W. Fulton Street, Sanford, Florida 32771-2808.

(b) "CEI" is COUNTY's contracted Consultant for construction,

engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M Hill whose address is 225 East Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within ONE HUNDRED 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 THIRTY (30) calendar days after the actual date of Substantial Completion.

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

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

limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is TWO HUNDRED FIFTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 19/100 DOLLARS ($254,865.19) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the

Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent

Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing

Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

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

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

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies as it deems necessary for the performance of the Work at the Contract Price, within the Contract

Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

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

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

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

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the

Contract Documents. The two (2) year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

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

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

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a

complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

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

SECTION 8. CONTRACT DOCUMENTS.

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

(1) This Agreement;

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

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

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

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

(1) Performance Bond;

(2) Payment Bond;

(3) Material and Workmanship Bond;

(4) Specifications;

(5) Technical Specifications Provided in these Contract Documents;

(6) General Conditions;

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

(8) Notice to Proceed;

(9) Change Orders;

(10) Certificate of Substantial Completion;

(11) Certificate of Final Inspection;

(12) Certificate of Engineer;

(13) Certificate of Final Completion;

(14) Contractor's Release;

(15) Drawings and Plans;

(16) Supplemental Agreements;

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

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

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

(20) Consent of Surety to Final Payment;

(21) Instructions to Bidders; and

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE THOUSAND ONE HUNDRED TWENTY-FIVE AND NO/100 DOLLARSQ ($1,125.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

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

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

SECTION 10. MISCELLANEOUS.

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

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party

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

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

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

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

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

For COUNTY:

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

For CONTRACTOR:

Expertech Network Installation, Inc.
6781 West Sunrise Boulevard
Plantation, FL 33313

SECTION 13. CONFLICT OF INTEREST.

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

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

the term of this Agreement.

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

Documents.

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

ATTEST:

EXPERTECH NETWORK INSTALLATION, INC.

_____

_____, Secretary

By: _____

DAVID MARINELLI, Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____

County Attorney

By: _____

CARLTON HENLEY, Chairman

Date: _____

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

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

AEC:jjr
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Exhibit A – Technical Specifications

CONFORMED DOCUMENTS - JULY 2007

TECHNICAL SPECIFICATIONS
FERN PARK WATER SYSTEM IMPROVEMENTS - PHASE 1

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--------	COPY OF FDEP PERMIT NO. 59-0078769-207 (5 PAGES)
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July 9, 2007

To: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

From: Lisa Riner, Senior Procurement Analyst

Subject: **CC-2213-07/LKR – Fern Park Water System Improvements Phase I**

Due Date: July 18, 2007 at 2:00 PM EST

ADDENDUM #1

Total pages: 11

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the Package.

This Addendum consists of a total of 3 pages plus the following attached items:

A. Revised Bid Schedule (3 pages)
B. Section 02545 "Casing Pipe - Jack & Bore/Open Cut" (4 pages)
C. Revised Sheet 9 "Plan and Profile" (1 Page)

CHANGES TO THE PROJECT MANUAL:

1. Delete the existing Bid Schedule and replace it with the attached revised Bid Schedule, denoted "Revised Per Addendum No. 1". The revision to the Bid Schedule is to Pay Item No. 22 which now allows the crossing of South Street at Highland Drive to be constructed via either directional bore or jack and bore.

2. Section 01010, "Summary of Work": In the first sentence of paragraph 1.02, change the size of the existing water main at U.S. 17-92 at O'Brien Ave. from 12" to 8" (the drawings correctly show this as an 8" water main). In the second sentence of paragraph 1.02, change the size of the new water main from 6" to 8" (the drawings correctly show the new water main is 8").

3. Section 01200, "Special Conditions": Add new paragraph 1.18 - Sequencing of Work, which states, "The Contractor is to first construct the work along U.S. 17-

92 and O'Brien Ave. since this area will also be a part of FDOT's (Hubbard's) roadway construction. All other work sequencing may be of the Contractor's choosing."

4. Add new Section 02545, "Casing Pipe - Jack & Bore/Open Cut" to the Project Manual. Note that the typical casing size for an 8" carrier pipe is 20". For this project, in consideration of the limited right-of-way, the County is allowing use of a minimum steel casing size of 16"; however, it is the Contractors responsibility, should he choose to jack and bore the crossing at Highland Drive, to ensure the steel casing is large enough to accommodate the carrier pipe, restrainers, and casing spacers. (Per the revised Bid Schedule and Plan Sheet 9, the Contractor has the option of either directional boring or jack and boring the crossing of South St. at Highland Drive).

CHANGES TO THE DRAWINGS:

5. Delete Sheet 9 "Plan and Profile" and replace it with the attached revised sheet 9. This sheet has been revised to show the crossing of South Street at Highland Drive can be constructed either via directional bore or jack and bore. Also, the following note has been added concerning the crossing: "The Contractor is to protect the existing water main and is to acquire a TCE (temporary construction easement) if necessary for construction".

MISCELLANEOUS

6. *Question: "Is the County salvaging any equipment from the treatment plant?"*

   Response: No, all debris shall be hauled offsite and disposed of by the Contractor.

7. *Question: "Does the Contractor need to obtain a demolition permit?"*

   Response: Yes, the Contractor is responsible for obtaining all required permits other than what has been provided by the County in the Project Manual (FDEP permit, FDOT permit and Seminole County R/W use permit).

8. *Question: "Will the Contractor be responsible for installing pipe joint restraints on the existing pipeline along O'Brien?"*

   Response: If restraining is necessary, a thrust collar shall be installed at the point of connection per the utility detail sheet. Digging back on existing joints will not be necessary.

9. *Question: "Were any borings conducted?"*

   Response: No.

10. *Question: "Is the Contractor required to notify neighborhood home owners?"*

    Response: Yes, The Contractor is responsible for notifying homeowners and businesses along the route and adjacent to the plant site of proposed construction, sequencing, and road closures, and is to provide a contact name and number (24 hours/day, 7 days/week) to the homeowners/businesses.

11. *Question: "Will all the trees be removed at the water plant site and along the proposed fence line?"*

    Response: The large tree at the center of the site will remain. Smaller trees and sheds along the east side of the site will remain. The trees on the County property along the west side of the site will need to be removed.

12. *Question: "Will the County allow the Contractor to install a casing smaller than 16" at the South St and Highland Ave crossing and utilize grout in lieu of casing spacers?"*

    Response: No.

13. *Question: "Was the existing well plugged all the way when abandoned? If not, do we need a licensed well driller?"*

    Response: The Contractor is required to conduct his work in accordance with note 4 on the demolition plan which addresses well abandonment / well plugging.

Failure to acknowledge receipt of this addendum on the submittal may result in disqualification of your bid response.

Signature on File

Robert L. Hunter
Procurement Supervisor

Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

BID SCHEDULE					
PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1		
2	Preconstruction Video	LS	1		
3	Maintenance of Traffic	LS	1		
4	Erosion and Sediment Control	LS	1		
5	Clearing and Grubbing	LS	1		
6	Demolition (WTP Site)	LS	1		
7	Restoration (WTP Site)	LS	1		
8	Remove and Reinstall Mailboxes	LS	1		
9	Remove and Replace Landscaping	LS	1		
10	Asphalt Pavement (Open Cut, Remove and Replace)	SY	89		
11	Mill and Resurface Asphalt Pavement, Re-Stripe	SY	561		
12	Asphalt Driveway (Remove and Replace)	SY	35		
13	Concrete Curb (Remove and Replace)	SY	58		
14	Concrete Sidewalk (Remove and Replace)	SY	82		
15	Sodding (Bahia)	SY	728		

NAME OF BIDDER: _____

REVISED PER ADD. NO. 1

BID SCHEDULE

PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
16	Sodding (St. Augustine)	SY	565		
17	Remove Existing Chain Link Fence	LF	170		
18	Type "B" Fence (5 ft)	LF	284		
19	Single Swing Gate (4-ft Opening)	EA	1		
20	Fittings (Water Main)	TN	2.0		
21	8" PE Water Main (Directional Drill)	LF	1144		
22	Crossing at Highland Dr.: 16" PE Casing w/ 8" PE carrier pipe (Directional Drilled) Or 16" Steel Casing w/ 8" PVC or DI Carrier Pipe (Jack and Bored)	LF	50		
23	8" Water Main (PVC or D.I.) (Open Cut)	LF	364		
24	4" Water Main (PVC or D.I.) (Open Cut)	LF	10		
25	Remove Existing Valve (2", 3")	EA	4		
26	8" Gate Valve	EA	9		
27	Fire Hydrant Assembly	EA	4		
28	Water Service Line (1.5") (Open Cut)	LF	108		
29	Water Service Line (1.5") (Directional Drill w/3" PVC Sleeve)	LF	94		
30	Water Service Line (2") (Open Cut)	LF	20		
31	Single Water Service	EA	7		
32	Double Water Service	EA	4		
33	8" x 2" Service Saddle and 2" Gate Valve	EA	2		
34	3" x 3" Tapping Sleeve and Valve	EA	2		
35	6" x 6" Tapping Sleeve and Valve	EA	1		

NAME OF BIDDER: _____

REVISED PER ADD. NO. 1

BID SCHEDULE

PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
36	8" x 8" Tapping Sleeve and Valve	EA	1		
37	Line Stop Assembly (6")	EA	1		
38	Restrained Cap with Concrete Thrust Collar (6")	EA	1		
39	Connect to Existing 2" WM w/ 2" Coupling	EA	1		
40	Connect to Existing 2" Galv. WM at Existing Valve	EA	1		
41	Plug Existing 1" WM with 1" Brass Plug	EA	1		
42	Plug Existing 2" WM with 2" Brass Plug	EA	11		
43	Remove Plug and Connect to Existing 4" WM	EA	1		
44	Temporary Jumper Connection	EA	2		
45	Temporary Blowoff and Sampling Point	EA	6		
TOTAL BASE BID					**$**

NAME OF BIDDER: _____

REVISED PER ADD. NO. 1

SECTION 02545 - CASING PIPE - JACK & BORE/OPEN CUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish all material, equipment, transportation, tools, and labor to install casing pipe by jack and bore or open cut method, masonry plugs, casing spacers, sand fill and all related excavation, backfill, testing and other work for a complete job.

1.02 REFERENCES

A. American Water Works Association (AWWA) and American National Standards Institute (ANSI) latest edition:

1. AWWA C203 - Coal Tar Protective Coatings and Linings for Steel Water Pipelines, Enamel and Tape, Hot Applications

B. American Society for Testing and Materials (ASTM) latest edition:

1. ASTM A139 - Electric Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)

1.03 QUALITY ASSURANCE

A. Pipe Inspection: The Contractor shall obtain from the casing manufacturers a certificate of inspection to the effect that the casings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. All casings shall be subjected to visual inspection at time of delivery by rail or truck, also just before they are lowered into the trench to be laid.

1.04 SUBMITTALS

A. Certifications: Supplier of casing shall certify conformance to these specifications.

B. Laying schedule including length, diameter and thickness of casing for each crossing.

C. Casing spacers.

1.05 QUALIFICATIONS

Provide reference documenting successful jack and bore installations by Contractor or, if jacking and boring is to be done by a subcontractor, provide references of subcontractor. Provide at least 3 references showing location of project, diameter of casing, and length of jack and bore. Provide contact names and phone numbers for each reference.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Steel casings shall conform to the requirements of ASTM Designation A139 (straight seam pipe only) Grade "B" with minimum yield strength of 35,000 psi. Pipe shall be seamless or have no more than one (1) longitudinal weld. Field and shop welds of the casing pipes shall conform to the American Welding Society (AWS) standard specifications. Field welds shall be complete penetration, single-bevel groove type joints. Welds shall be air tight and continuous over the entire circumference of the pipe and shall not increase the outside pipe diameter by more than 3/4-inch. A bituminous coating of coal tar varnish or asphalt base paint, one-mil thick shall be applied by the factory. The casing pipes shall have the minimum nominal diameter and wall thickness as shown on the following table. It is the Contractor's responsibility to ensure the steel casing is large enough to accommodate the carrier pipe, restrainers, and casing spacers.

CARRIER PIPE NOMINAL SIZE	CASING PIPE OUTSIDE DIAMETER INCHES	WALL THICKNESS INCHES
8	16" - 20"	0.250

B. Carrier Pipe Support: Carrier pipes inside of steel casing pipe shall be supported by casing spacers at no more than 10 feet between spacers but not more than manufacturer's recommendations. Each spacer shall be 12 inches wide and manufactured of minimum 14 gauge Type 304 steel or 14 gauge steel with fusion bonded PVC coating. Spacers shall be lined with a 90-mil PVC liner. All stainless nuts and bolts shall be corrosion resistant and compatible with the respective steel band. Each spacer shall have a minimum of 4 runner supports manufactured of a high molecular weight polymer plastic. The runner supports shall be of adequate height to position the carrier pipe in the center of casing with a minimum top clearance of 1/2 inch. All casing spacers larger than a 36-inch diameter

(carrier pipe) shall be factory designed, taking into consideration the weight of the carrier pipe filled with water. All calculations and drawings shall be submitted to the Engineer for review. Casing spacers shall be manufactured by Advanced Products and Systems, Cascade Manufacturing, Pipeline Seal and Insulator or an approved equal.

C. Pipe Handling: Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or coatings. Pipe shall not be dropped. All piping shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe or coatings shall be repaired to the satisfaction of the County.

PART 3 - CONSTRUCTION REQUIREMENTS

A. Work Coordination: It shall be the Contractor's responsibility to perform the boring and jacking work in strict conformance with the requirements of the agency in whose right of way or easement the work is being performed. Any special requirements of the agency such as insurance, maintenance of traffic, etc. shall be strictly adhered to during the performance of Work.

B. Dewatering: Dewatering through the casing during construction shall not be permitted. All dewatering methods shall be approved by the County before construction work begins.

C. Jacking Pit: Excavation adjacent to the roads shall be performed in a manner to adequately support the roads. Bracing, shoring, sheeting or other supports shall be installed as needed. Contractor install suitable reaction blocks for the jacks as required. Jacking operations shall be continuous and precautions shall be taken to avoid interruptions, which might cause the casing to "freeze" in place. Upon completion of jacking operations, the reaction blocks, braces, and all other associated construction materials shall be completely removed from the site.

D. Correct line and grade shall be carefully maintained. Earth within the casing shall not be removed too close to the cutting edge in order to prevent the formation of voids outside the casing. If voids are formed, they shall be satisfactorily filled by pumping with grout.

E. Carrier pipe joints inside of steel casing pipe shall be restrained.

F. Install casing so the ends are a minimum of 4-ft beyond the edge of pavement at road crossings. The sections of steel casing shall be field welded in accordance with the applicable portions of AWWA C206 and AWS D7.0 for field welded pipe joints. Contractor shall wire brush the

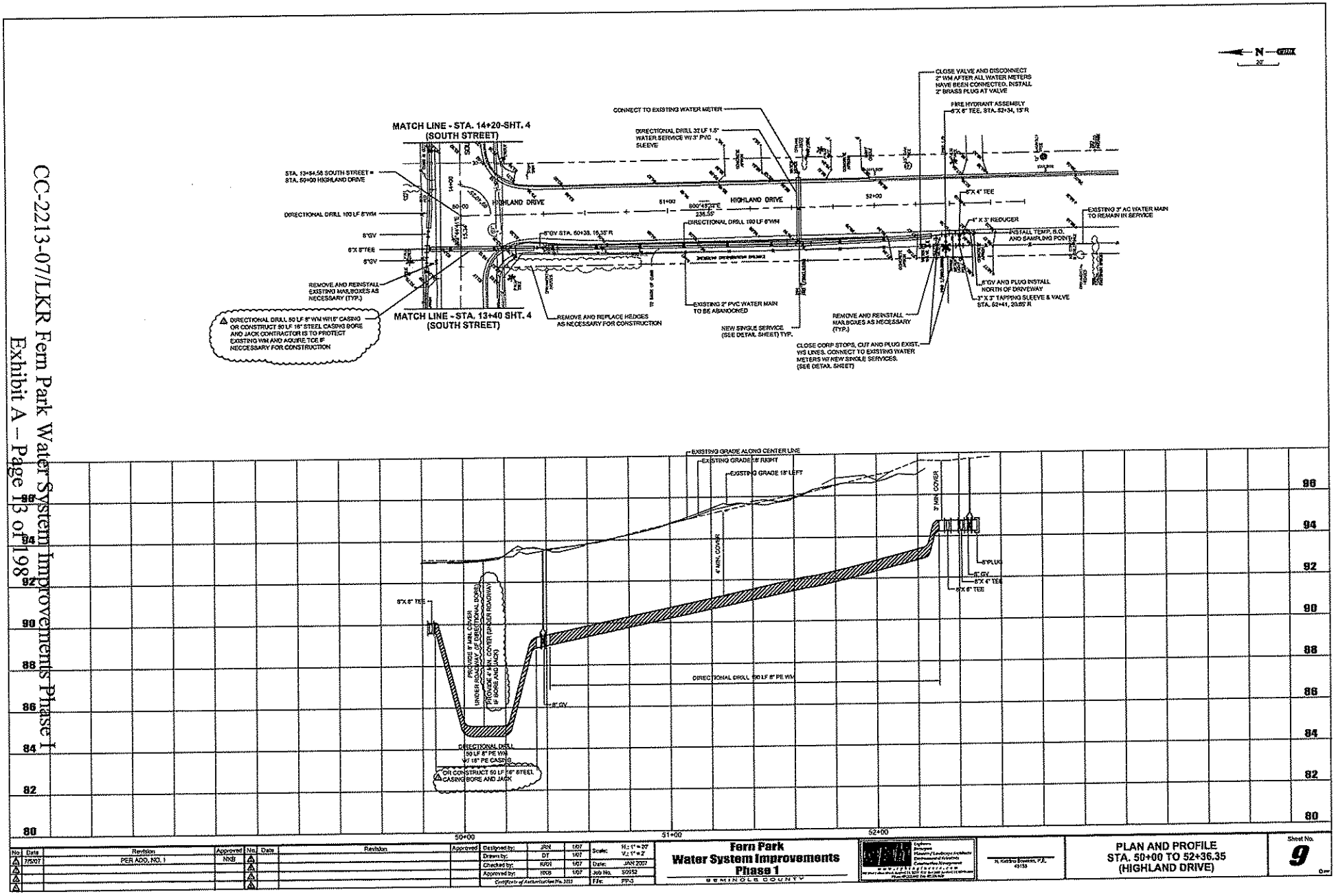
welded joints and paint with Inertol Quick Drying Primer 626 by Koppers Company or approved equal. After completion of jacking, Contractor shall clean the interior of the casing of all excess material.

G. The ends of the casing shall be filled with concrete mortar or rubber type casing end seal, as manufactured by Cascade Waterworks Manufacturing, PSI Model C or Model W or approved equal.

H. Casing Protection/Damage: Should the casing pipe be damaged, such damaged portion shall be removed and an alternate installation made after approval is obtained by the Owner.

I. Open Cut: Correct line and grade shall be carefully maintained. Add-on sections of casing pipe shall be full-ring welded to the preceding length, developing watertight total pipe strength joints. Following placement of the casing pipe, masonry plugs shall be installed at each open end. Said plugs shall be suitable for restraining the external earth load, while allowing internal drainage.

END OF SECTION



No.	Date	Revision	Approved
1	7/5/07	PER ADD. NO. 1	NKB
2			
3			
4			

No.	Date	Revision	Approved
5			
6			
7			
8			

Designed by:	JRM	1/07	Scale: H.: 1" = 20' V.: 1" = 2'
Drawn by:	DT	1/07	
Checked by:	KRM	1/07	Date: JAN 2007
Approved by:	RKB	1/07	Job No. 50252
Certificate of Authorization No. 3131			File: PP-3

Fern Park Water System Improvements Phase 1
SEMINOLE COUNTY

Engineers Surveyors Planners/Landscape Architects Environmental Scientists Construction Management
www.rgbassociates.com
Phone (407) 740-7700 Fax (407) 740-7700

R. Kirkby Bowman, P.E. 45133

PLAN AND PROFILE STA. 50+00 TO 52+36.35 (HIGHLAND DRIVE)

Sheet No. **9**

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
CONSTRUCTION PROJECTS
72 HOUR REQUEST FOR SYSTEM SHUT DOWN
(3 WORKING DAYS NOTICE REQUIRED)

PROJECT NAME AND FC-NUMBER:
GENERAL CONTRACTOR:
CONTRACTOR, SUBCONTRACTOR OR VENDOR PERFORMING WORK:

TYPE OF EQUIPMENT REQUIRING SYSTEM SHUT DOWN:

REFRENCED SECTION OF SPECIFICATIONS OR PAGE OF PLANS :

DATE:_____AND TIME:_____OF NOTICE
DATE:_____AND TIME:_____WORK IS TO BEGIN.

STARTING TIME:_____COMPLETION TIME:

****

THE FOLLOWING ARE PEOPLE TO BE NOTIFIED BY CONTRACTOR AS NEEDED AND PRIOR TO COMMENCEMENT OF WORK.

****

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT PEI OFFICE
PHONE #407-665-2014 FAX #407-665-2019
ENGINEER OF RECORD:
ELECTRICAL ENGINEER:
MECHANICAL ENGINEER:
STRUCTURAL ENGINEER:
INSPECTION/ENGINEER :

****

THE FOLLOWING ARE TO BE NOTIFIED BY SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT CONSTRUCTION PROJECT MANAGER AS NEEDED AND PRIOR TO COMMENCEMENT OF WORK

SEMINOLE COUNTY WATER SECTION:
SEMINOLE COUNTY WASTE WATER SECTION:
SEMINOLE COUNTY MAINTENANCE SECTION:
OTHERS AS REQUIRED:

****

CONFIRMATION BY SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT CONSTRUCTION PROJECT MANAGER:
CONFIRMATION BY INSPECTION/ENGINEER :

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
CONSTRUCTION PROJECTS
72 HOUR REQUEST FOR EQUIPMENT STARTUP
(3 WORKING DAYS NOTICE REQUIRED)

PROJECT NAME AND FC-NUMBER:
FC NUMBER (IF APPLICABLE):
GENERAL CONTRACTOR:
CONTRACTOR, SUBCONTRACTOR OR VENDOR PERFORMING WORK:

TYPE OF EQUIPMENT REQUIRING SYSTEM STARTUP:

REFERENCED SECTION OF SPECIFICATIONS OR PAGE OF PLANS :

DATE:_____AND TIME:_____OF NOTICE
DATE:_____AND TIME:_____WORK IS TO BEGIN
STARTING TIME:_____COMPLETION TIME:

****

THE FOLLOWING ARE PEOPLE TO BE NOTIFIED BY CONTRACTOR AS NEEDED AND PRIOR TO COMMENCEMENT OF WORK.

****

SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
PEI OFFICE PHONE # 407-665-2014 FAX # 407-665-2019:
ENGINEER OF RECORD:
ELECTRICAL ENGINEER:
MECHANICAL ENGINEER:
STRUCTURAL ENGINEER:
INSPECTION/ENGINEER :

****

THE FOLLOWING ARE TO BE NOTIFIED BY SEMINOLE ENVIRONMENTAL SERVICES DEPARTMENT CONSTRUCTION PROJECT MANAGER AS NEEDED AND PRIOR TO COMMENCEMENT OF WORK.

****

SEMINOLE COUNTY WATER SECTION:
SEMINOLE COUNTY WASTE WATER SECTION:
SEMINOLE COUNTY MAINTENANCE SECTION:

OTHERS AS REQUIRED:

****

CONFIRMATION BY SEMINOLE ENVIRONMENTAL SERVICES DEPARTMENT PROJECT MANAGER:
CONFIRMATION BY INSPECTION/ENGINEEER :

4/18/07

LIFTSTATION START-UP FOR SEMINOLE COUNTY UTILITIES

Lift Station Name _____

Service Address _____

Service Area ☐ Private ☐ Seminole County ☐ Other /City _____

Project _____ Fl.Power meter # _____

Contractor _____ Engineer _____

Inspected by _____ Inspection date _____

I Installation to Grade

Wet well _____ Valve box _____ Gate Valve _____

Emerg. Pumpout _____ Onsite water _____ Meter # _____

B.F.P. Cert. _____ Serial # _____

II Controls

Height _____ Explosion proof box _____ Puddy & 1/4" cheico _____

Support caps _____ Lead/Lag/Off _____ Alternator _____

Alarm _____ Adjustment _____

III Wet Well Piping

Ck. Valves _____ Size _____ No. of Inverts _____

Depth _____ Width _____ Leaks _____

Bottom slope _____ Grouting _____ Rotation _____

Seating _____ Clearance _____ Lift cable _____

IV Pumps

	Design	Pump #1	Pump #2
Horsepower			
Voltage			
Phase			
Amperage			
G.P.M.			
T.D.H.			
Make			

4/18/07

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK: The Work is located in three areas between South Street and O'Brien Road, west of US 17-92, in the vicinity of Casselberry / Fern Park Florida. The first Work area is along the south side of O'Brien Avenue between US 17-92 and Jaffa Drive. The second Work area is along the north and south sides of South Street between Driftwood Drive and Lauren Court, and along Highland Drive south of South Street. The third Work area is at the abandoned Fern Park Water Treatment Plant located directly behind the residence located at 131 East Lauren Court.

1.02 DESCRIPTION OF WORK: Connect to the existing 8" water main at the intersection of US 17-92 and O'Brien Avenue, and construct approximately 236-ft of new 8" water main (approximately 180-ft will be directional bore installation) along the south side of O'Brien Avenue to Jaffa Drive. In addition, construct approximately 1,110-ft of new 8" water main (approximately 820-ft will be directional bore installation) along South Street, located between Driftwood Drive and Lauren Court and approximately 110-ft of new 8" water main (approximately 65-ft will be directional bore installation) along Highland Drive, extending south of South Street. At the abandoned Fern Park Water Treatment Plant, cut and cap the potable well, plug the active water main, demolish the block building and all its appurtenances, remove and dispose of all materials, replace existing site fencing, grass all disturbed areas.

1.03 MATERIALS PURCHASED BY SEMINOLE COUNTY: None.

1.04 MATERIALS TO BE PURCHASED BY THE CONTRACTOR AND DELIVERED TO THE COUNTY: Marker ball locator device.

END OF SECTION

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

A. Coordinate the work of all trades so that each will have sufficient space and time within which to work properly and efficiently.

B. The Contractor shall review, approve, and submit with reasonable promptness and in such sequence as to cause no delay in his work or the work of subcontractors, all submittals required by the Contract Documents.

C The Contractor shall provide for the coordination of his work with the required work of public agencies and utilities which includes but is not limited to:

1. Public Services
2. Equipment supplied by Seminole County.

D. Changes in the intended design of the project as a result of improperly coordinated construction work will not be tolerated. Delays in the work caused by rejections of installed materials due to improper coordination, and as otherwise specified, will not be considered valid justification for extensions of contract time.

END OF SECTION

SECTION 01060 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. The general provisions of the Contract, including General and Special Conditions apply to the Work specified in this section.

1.02 SPECIFIED CODES

A. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as Florida D.O.T. Specifications or D.O.T. Specs, and requirements of Seminole County.

B. The design of the Work is based on the requirements of the Florida Department of Environmental Protection, the National Fire Protection Association, and Seminole County.

C. The Contractor shall ensure the Work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.03 REFERENCE STANDARDS

A. Except as otherwise required by Paragraph 1.02, all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.

B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the Work.

1.04 PROJECT PERMITS

A. The County has obtained the following permits for the construction, copies of which follow this section:

1. Florida Department of Environmental Protection Water Permit No. 59-0078769-206, (Fern Park - South Street / Highland Drive Connection), issued 3/27/07.

2. Florida Department of Environmental Protection Water Permit No. 59-0078769-207, (Fern Park - O'Brien Avenue Water Main Construction), issued 3/27/07.

3. Florida Department of Transportation Utility Permit No. 06H593-0324, issued 11/21/06.

4. Seminole County Engineering Division Construction Permit No. 92179, approved 4/18/07.

B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit modifications. A copy of all permits for the Project shall be maintained by the Contractor at the project site, and shall be available for review upon request

C. The Contractor shall be fully responsible to abide by all provisions of the permits. The Contractor is responsible for the selection, implementation and operation of all measures required by the permits, including the maintenance of said measures as necessary during construction. No additional compensation will be allowed for any work associated with permit requirements.

END OF SECTION

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-206
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-South Street/Highland Drive Connection

This permit is issued under the provisions of Chapter 403, *Florida Statutes*, and Rule 62-555, *Florida Administrative Code*, (F.A.C.). The above named permittee is hereby authorized to perform the work shown on the application and approved drawing, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Extension of the Seminole County-Southeast water distribution system by the Construction of approximately 1,100 feet of 8-inch mains on South Street from Lauren Court easterly to Driftwood Drive with a southerly extension on Highland Drive.

This permit does not pertain to any wastewater, storm water or dredge and fill aspects of the project. This permit expires 5 years after the date of issuance.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-206
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-South Street/Highland Drive Connection

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violations of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

   (a) Have access to and copy any records that must be kept under conditions of the permit;
   (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

   Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any conditions or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

   (a) A description of and cause of noncompliance; and
   (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

   The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-206
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-South Street/Highland Drive Connection

GENERAL CONDITIONS

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

~~13. This permit also constitutes:~~

~~( ) Determination of Best Available Control Technology (BACT)~~
~~( ) Determination of Prevention of Significant Deterioration (PSD)~~
~~( ) Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)~~
~~( ) Compliance with New Source Performance Standards~~

14. The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-206
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-South Street/Highland Drive Connection

SPECIFIC CONDITIONS:

Clearance of the Project

1. A Clearance Letter must be issued by the DEP Central District Potable Water program before placement of any public water system components constructed or altered under this permit into operation for any purpose other than disinfection, testing for leaks, or testing equipment operation. Failure to do so will result in enforcement action against the permittee. This does not prohibit the permittee from cutting into existing water mains and returning the water mains to operation in accordance with Rule 62-555.340(5), F.A.C. without the Department's approval. To obtain clearance letter, the engineer of record must submit the following:

   (1) Completion of the enclosed "Request for Letter of Release to Place Water Supply System into Service" [DEP Form 62-555.900(9), F.A.C.];
   (2) A copy of this permit; and
   (3) A copy of satisfactory bacteriological sample results taken on two consecutive days from locations to be designated by the engineer.
   The engineer shall submit a sampling plan covering the mains in the entire project with the first certification of completion. The plan shall include locations on the proposed piping at all points of connection to the existing main, at all terminal ends, on straight runs of pipes between each two isolation valves and at the beginning and end of lines for each segment to be partially completed. The maximum interval between two sampling locations shall be 1,000 feet. No hydrant shall be used for sample collection.
   (4) A signed and sealed statement by the engineer that the non-complying detail entitled "Minimum Horizontal and Vertical Separation Requirements" on Sheet No. 3 of the drawings has not been used in the project. The minimum pipe separation requirements per 62-555.314 (1), (2), (3) and (4) must be adhered to without exception unless the engineer's justification has been accepted by DEP in advance of implementation for a specific case and location. No across-the-board-authorization of exception shall be provided.

2. ***NOTE TO THE UTILITY: Pursuant to Rule 403.859(6), Florida Statutes, do not provide water service to this project (other than flushing/testing) until the Department of Environmental Protection has issued a letter of clearance or the utility, shall be subject to enforcement action.***

Permit Transfer

3. The permittee will promptly notify the Department upon sale or legal transfer of the permitted facility. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. The new owner must apply, by letter, for a transfer of permit within 30 days.

4. The permittee shall retain a Florida-licensed professional engineer in accordance with subsection 62-555.530(3), F.A.C. to take responsible charge of inspecting construction of the project for the purpose of determining in general if the construction proceeds in compliance with the permit, including the approved preliminary design report or drawings and specifications, for the project.

5. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555530(4), F.A.C.

Permitted:
Seminole County Environmnetal Services
Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-206
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-South Street/Highland Drive Connection

SPECIFIC CONDITIONS:

6. The permittee shall provide an operational maintenance manual for the new or altered treatment facilities to fulfill the requirements under Rule 62-555.350(13), F.A.C.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Richard S. Lott

Richard S. Lott, P.G., P.E.
Program Manager, Drinking Water

ISSUED March 27, 2007

RSL:ohm:jo

Copies furnished to:
grudolph@seminolecountyfl.gov; kbowman@cphengineers.com

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certified that this NOTICE OF PERMIT ISSUANCE and all copies were sent by E-Mail before the close of business on March 27, 2007 to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52(7), *Florida Statutes*, with the designated Department Clerk, receipt of which is hereby acknowledged.

Johanna Orobitg

Clerk — March 27, 2007 Date

Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Permit Number: 59-0078769-207
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-O'Brien Avenue

Attention: Gary Lee Rudolph, Utilities Manaager

This permit is issued under the provisions of Chapter 403, *Florida Statutes*, and Rule 62-555, *Florida Administrative Code*, (F.A.C.). The above named permittee is hereby authorized to perform the work shown on the application and approved drawing, plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

Extension of the Seminole County-Southeast water distribution system by the construction of approximately 240 feet of 12-inch mains on O'Brien Avenue west of US 17-92.

This permit does not pertain to any wastewater, storm water or dredge and fill aspects of the project. This permit expires 5 years after the date of issuance.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-207
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-O'Brien Avenue

GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit, are "permit conditions" and are binding and enforceable pursuant to Sections 403.141, 403.727, or 403.859 through 403.861, F.S. The permittee is placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violations of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. As provided in subsections 403.087(6) and 403.722(5), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.

4. This permit conveys no title to land or water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.

5. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties therefore; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department.

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:

   (a) Have access to and copy any records that must be kept under conditions of the permit;
   (b) Inspect the facility, equipment, practices, or operations regulated or required under this permit; and
   (c) Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

   Reasonable time may depend on the nature of the concern being investigated.

8. If, for any reason, the permittee does not comply with or will be unable to comply with any conditions or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:

   (a) A description of and cause of noncompliance; and
   (b) The period of noncompliance, including dates and times; or, if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

   The permittee shall be responsible for any and all damages, which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit.

9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is prescribed by Section 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-207
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-O'Brien Avenue

GENERAL CONDITIONS

10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules.

11. This permit is transferable only upon Department approval in accordance with Rule 62-4.120 and 62-30.300, F.A.C., as applicable. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department.

12. This permit or a copy thereof shall be kept at the work site of the permitted activity.

~~13. This permit also constitutes:~~

~~( ) Determination of Best Available Control Technology (BACT)~~
~~( ) Determination of Prevention of Significant Deterioration (PSD)~~
~~( ) Certification of compliance with state Water Quality Standards (Section 401, PL 92-500)~~
~~( ) Compliance with New Source Performance Standards~~

14. The permittee shall comply with the following:

(a) Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records will be extended automatically unless otherwise stipulated by the Department.

(b) The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date the sample, measurement, report, or application unless otherwise specified by Department rule.

(c) Records of monitoring information shall include:

1. the date, exact place, and time of sampling or measurements;
2. the person responsible for performing the sampling or measurements;
3. the dates analyses were performed;
4. the person responsible for performing the analyses;
5. the analytical techniques or methods used;
6. the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law, which is needed to determine compliance with the permit. If the permittee becomes aware the relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-207
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-O'Brien Avenue

SPECIFIC CONDITIONS:

Clearance of the Project

1. A Clearance Letter must be issued by the DEP Central District Potable Water program before placement of any public water system components constructed or altered under this permit into operation for any purpose other than disinfection, testing for leaks, or testing equipment operation. Failure to do so will result in enforcement action against the permittee. This does not prohibit the permittee from cutting into existing water mains and returning the water mains to operation in accordance with Rule 62-555.340(5), F.A.C. without the Department's approval. To obtain clearance letter, the engineer of record must submit the following:

   (1) Completion of the enclosed "Request for Letter of Release to Place Water Supply System into Service" [DEP Form 62-555.900(9), F.A.C.];
   (2) A copy of this permit; and
   (3) A copy of satisfactory bacteriological sample results taken on two consecutive days from locations to be designated by the engineer.
   The engineer shall submit a sampling plan covering the mains in the entire project with the first certification of completion. The plan shall include locations on the proposed piping at all points of connection to the existing main, at all terminal ends, on straight runs of pipes between each two isolation valves and at the beginning and end of lines for each segment to be partially completed. The maximum interval between two sampling locations shall be 1,000 feet. No hydrant shall be used for sample collection.
   (4) A signed and sealed statement by the engineer that the non-complying detail entitled "Minimum Pipe Separation Requirements" on Sheet No. 3 of the drawings .has not been used in the project. Any exception to the requirements per 62-555.314 (1), (2), (3) and (4) must first be justified by the engineer (not the contractor) for DEP approval of implementation at a specific case and location.

2. ***NOTE TO THE UTILITY: Pursuant to Rule 403.859(6), Florida Statutes, do not provide water service to this project (other than flushing/testing) until the Department of Environmental Protection has issued a letter of clearance or the utility, shall be subject to enforcement action.***

Permit Transfer

3. The permittee will promptly notify the Department upon sale or legal transfer of the permitted facility. In accordance with General Condition #11 of this permit, this permit is transferable only upon Department approval. The new owner must apply, by letter, for a transfer of permit within 30 days.

4. The permittee shall retain a Florida-licensed professional engineer in accordance with subsection 62-555.530(3), F.A.C. to take responsible charge of inspecting construction of the project for the purpose of determining in general if the construction proceeds in compliance with the permit, including the approved preliminary design report or drawings and specifications, for the project.

5. The permittee shall have complete record drawings produced for the project in accordance with Rule 62-555530(4), F.A.C.

Permittee:
Seminole County Environmnetal Services Department
500 West Lake Mary Boulevard
Sanford, Fl 32773

Attention: Gary Lee Rudolph, Utilities Manaager

Permit Number: 59-0078769-207
Expiration Date: March 13, 2012
County: Seminole
Utility: Seminole County-Southeast
Project: Fern Park-O'Brien Avenue

SPECIFIC CONDITIONS:

6. The permittee shall provide an operational maintenance manual for the new or altered treatment facilities to fulfill the requirements under Rule 62-555.350(13), F.A.C.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Richard S. Lott

Richard S. Lott, P.G., P.E.
Program Manager, Drinking Water

ISSUED March 27, 2007

RSL:ohm:jo

Copies furnished to:
grudolph@seminolecountyfl.gov; kbowman@cphengineers.com

CERTIFICATE OF SERVICE

The undersigned duly designated deputy agency clerk hereby certified that this NOTICE OF PERMIT ISSUANCE and all copies were sent by E-Mail before the close of business on March 27, 2007 to the listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52(7), *Florida Statutes*, with the designated Department Clerk, receipt of which is hereby acknowledged.

Johanna Orobitg

Clerk — March 27, 2007 Date

(20)

NOV 28 2006

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

FORM 710-010-85
UTILITIES
OGC – 08/04

PERMIT NO.: 06H593-0324	SECTION NO.: 77010	STATE ROAD 15-600	COUNTY SEMINOLE
FDOT construction is proposed or underway.	☑ Yes	☒ No	Financial Project ID: 414779-1-52-01
Is this work related to an approved Utility Work Schedule?	☐ Yes	☒ No	If yes, Document Number:
PERMITTEE:	Seminole County Environmental Services Department		
ADDRESS:	500 West Lake Mary Blvd.	TELEPHONE NUMBER: (407) 665 - 2721	
CITY/STATE/ZIP:	32773		

The above PERMITTEE requests permission from the State of Florida Department of Transportation, hereinafter called the FDOT, to construct, operate and maintain the following: Seminole County is proposing to connect to the existing 12" Water Main at the intersection of U.S. 17-92 and O'Brien Avenue (SW corner). Construction within the FDOT Right of Way includes 12" x 8" tapping Sleeve and Valve and approximately 15 ft. of 8" PVC or D.I. water main pipe.

FROM: 0.738 / 579 138+00	TO:		
Submitted for the PERMITTEE by:	Katriina Bowman, P.E. – Vice President	K. Katriina B	7/14/06
	Name and Title (Typed or Printed Legibly)	Signature	Date

1. The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on 10/17/05 to the following utilities known to be involved or potentially impacted in the area of the proposed installation: AT&T Communication, City of Altamonte Springs, City of Casselberry, Bright House Networks, Progress Energy, Seminole County Environmental Services Dept, Teco - Peoples Gas, Bellsouth Telecommunications, and Sprint.
2. The local Maintenance or Resident Engineer, hereafter referred to as the FDOT Engineer, shall be notified a minimum of forty eight (48) hours in advance prior to starting work and again immediately upon completion of work. The FDOT's Engineer is DIANE JACKSON, located at OVIEDO MAINT., Telephone Number 407-977-6530. The Permittee's employee responsible for MOT is _____, Telephone Number _____. (This name may be provided at the time of the forty eight (48) hour advance-notice prior to starting work).
3. All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
4. All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
5. This Permittee shall commence actual construction in good faith within 120 days after issuance of permit, and shall be completed within 180 days after the permitted work has begun. If the beginning date is more than sixty (60) days from the date of permit approval, the Permittee must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
6. The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
7. It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
8. Pursuant to Section 337.403(1), Florida Statues, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in paragraphs (a) and (b), and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
9. It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control.
10. In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the R/W at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
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 the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
12. During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended for highways, the requirements of the Standard Application Package for railways, including flagging services and Railroad Protective Insurance or acceptable alternative, when applicable, and the FDOT's Design Standards, Indexes 600-670, and Standard Specifications for Road and Bridge Construction, Section 102, as amended by the UAM. When a Utility deems it necessary to conduct Traffic Control activities and methods significantly different from those addressed in the above references, the Utility must submit an alternative plan signed and sealed by a licensed Florida professional engineer qualified to develop TCP in accordance with the provisions of Chapter 8 of the UAM.
13. Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between ~~Jaffa Drive~~ N/A and ~~U.S. 17-92, along O'Brien Ave.~~ N/A within the FDOT's R/W as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
14. In the event contaminated soil is encountered by the Utility or anyone within the permitted construction limits, the Utility shall immediately cease work and notify the FDOT. The FDOT shall coordinate with the appropriate agencies and notify the Permittee of any suspension or revocation of the permit until contamination assessment and remediation, as appropriate under Rule Chapters 62-770 and 62-730 Florida Administrative Code, has progressed to a state that all environmental regulatory agencies having jurisdiction have approved the site of the contamination for resumption of work.
15. For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its R/W, the Permittee may be required by

UTILITY PERMIT

the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities, provide any necessary support to facilities and/or cover aerial facilities as deemed necessary.

16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in s.120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
18. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.
19. Special FDOT instructions: SEE ATTACHED

It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.

20. Receipt of this permit acknowledges responsibility to comply with Section 119.07(3), Florida Statutes, and UAM Chapter 4.5.2, regarding Exempt Documents and Security System Plans Requests.
21. By the below signature, the Permittee hereby represents that no change to the FDOT's standard Utility Permit form, as incorporated by reference into Rule 14-46.001, for this Utility Permit has been made which has not been previously called to the attention of the FDOT (and signified to by checking the appropriate box below) by a separate attached written document showing all changes and the written and dated approval of the FDOT Engineer. Are there attachments reflecting change/s to the standard form? ☒NO ☐ YES If Yes, _____ pages are attached.

PERMITTEE	Gary Lee Rudolph - Utilities Manager	SIGNATURE	Gary Lee Rudolph	DATE:	11/13/06
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				
APPROVED BY:	James E. Wood, Jr.			ISSUE DATE:	21 Nov 06
	District Maintenance Engineer or Designee				

JAMES E. WOOD, JR, P.E.
MAINTENANCE ENGINEER

STAN MANN
CONTRACTS/PERMITS ENGINEER

UTILITY PERMIT FINAL INSPECTION CERTIFICATION

DATE:	
DATE WORK STARTED:	
DATE WORK COMPLETED:	
INSPECTED BY:	
(Permittee or Agent)	
CHANGE APPROVED BY:	DATE:
District Maintenance Engineer or Designee	

I the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE:	SIGNATURE:	DATE:
Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)		

CC: District Permit Office
Permittee

NOTICE

THE APPROVED PERMIT AND PLANS MUST BE ON THE JOBSITE BEFORE THE CONTRACTOR WILL BE ALLOWED TO WORK WITHIN THE DOT R/W, BE IT DRIVEWAY, DRAINAGE OR UTILITY IMPROVEMENTS.

THE D.O.T. INSPECTION STAFF WILL NOT ALLOW ANY WORK TO BEGIN OR CONTINUE IF ALL ACTUAL D.O.T. PERMITS ARE NOT ON SITE.

THIS PERMIT AND ATTACHEMENTS SHALL BE AT THE JOB SITE AT ALL TIMES OF CONSTRUCTION WITHIN THE FDOT RIGHT-OF-WAY

APPLICABLE REQUIREMENTS SHOWN BELOW ARE PART OF THE PERMIT.

For work located within areas of FDOT Right-of-Way having FDOT maintained Roadway Lighting Systems and/or lighted roadway signs, the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, for utility locations three (3) business days prior to construction.

Where FDOT signs, reflectors or other components thereof, will interfere with construction the Permittee shall notify the Metro Orlando North Maintenance Office (407) 977-6530, (or the office the local FDOT Construction Resident Engineer, if applicable), 48 hours in advance of starting work. All signs, reflectors, etc. will be moved or relocated by FDOT forces or the Permittee if so directed by FDOT. Any signs, reflectors, etc. damaged, destroyed, removed or relocated without FDOT authorization will be replaced or relocated as directed by FDOT at the expense of the Permittee.

Notify Sunshine One Call, (800) 432-4770, for utility locations in advance of excavations.

FLORIDA STATUTE 553.851 REQUIRES PERMITTEE TO NOTIFY THE LOCAL GAS UTILITY A MINIMUM OF 48 HOURS PRIOR TO EXCAVATION:

Florida Public Utilities	(386) 668-2600
Florida Gas Transmission	(407) 351-3549
Lake Apopka Natural Gas District	(352) 394-3480
Teco Peoples Gas	(407) 425-4662

NO LANE CLOSURES

ANY DEVEATIONS FROM THE PERMIT TRAFFIC CONTROL PLAN MUST BE APPROVED PRIOR TO CLOSING ANY LANES. TRAFFIC CONTROL SETUPS MUST BE SUPERVISED BY CERTIFIED PERSONNEL.

The Permittee is responsible for insuring that each person supervising the selection, placement and maintenance of Traffic Control Devices within work zones shall be certified by attending a FDOT approved MOT Training Course. A copy of this certification shall be submitted to FDOT upon request.

Upon notification by the FDOT of deficiencies in the Traffic Control Plan or other matters involving traffic safety, the Permittee shall immediately make improvements as directed by FDOT. Should FDOT deem conditions to be such that imminent danger is present, all work shall cease immediately until conditions are corrected.

Florida Statute 335.15 requires Permittee to notify local law enforcement agencies when one or more traveling lanes will be closed for more than two (2) hours.

Notify Metro Orlando North Maintenance, (407) 977-6530, at least 48 hours prior to starting construction or lane closures within FDOT Right-of-Way.

All disturbed areas shall be sodded in accordance with Section 575 of the FDOT Standard Specification for Road and Bridge Construction and FDOT Index 105 of the Roadway and Traffic Design Standards (latest editions).

Permittee shall furnish compaction and density test reports by a certified laboratory in accordance with FDOT requirements.

Any applicable erosion control shall be in accordance with Section 104 of the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and FDOT Index 102 of the FDOT Roadway and Traffic Design Standards.

Materials Certification will be required for all paint and thermoplastic

All construction and/or maintenance on FDOT Right-of-Way shall conform to the Federal Manual on Uniform Traffic Control Devices for Streets and Highways, the FDOT Roadway and Traffic Design Standards and the Standard Specifications for Road and Bridge Construction.

Any landscaping, irrigation, sidewalks, drainage connection and utility work must be on separate permits.

It is the Permittee's responsibility to meet all requirements of the Florida Department of Environmental Protection, St. John's River Water Management District and obtain any other required permits from other Governmental Agencies.

If traffic signals are in the area of construction, notify Orange County Traffic Engineering, (407) 836-7890 or Seminole County Traffic Engineering, (407) 665-5677.

Certain driveway connection permits require submission of record drawings within thirty (30) days of construction completion. Refer to Rule 14-96, Section 14-96.008(6).

Other requirements: USE INDEX 611 AND 612 FOR TRAFFIC CONTROL. USE INDEX 660 FOR PEDESTRIAN TRAFFIC CONTROL.

COORDINATE THE WORK WITH SEM. CO. ENGINEERING AND WITH THE E.O.R. FOR THE RECONSTRUCTION PROJECT: JERRY WARREN P.E., HORIZON ENG. GROUP, 407-644-7755.

PERMIT NUMBER 06H593-0324

SECTION NUMBER 77010

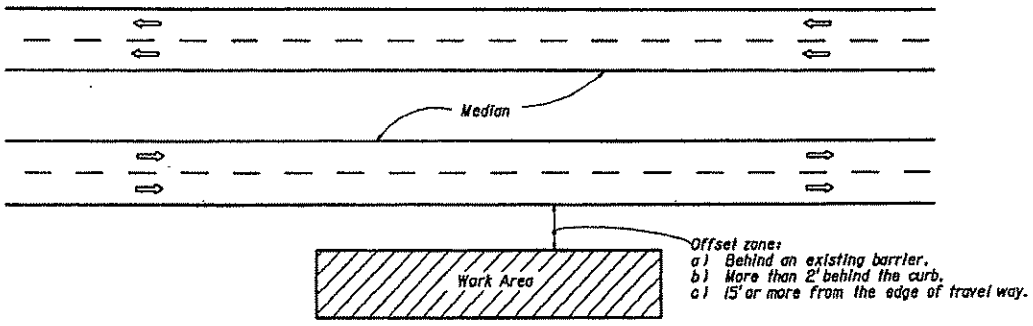
STATE ROAD NUMBER 15-600

MILE POST NUMBER 0.738

FDOT CONSTRUCTION IS PROPOSED OR UNDERWAY ✓

SECTION/JOB NUMBER 414779-1-52-01

FM NUMBER



GENERAL NOTES

1. If the work operation (excluding establishing and terminating the work area) requires that two or more work vehicles cross the offset zone in any one hour, traffic control will be in accordance with Index No. 612.
2. No special signing is required.
3. This index also applies when work is being performed on a multilane undivided highway.
4. This index also applies to work performed in the median behind an existing barrier or more than 15' from the edge of travel way, both roadways. Work performed in the median behind curb and gutter shall be in accordance with Index No. 612.
5. When a side road intersects the highway within the work area, additional traffic control devices shall be placed in accordance with other applicable TCZ indexes.
6. When construction activities encroach on a sidewalk refer to Index No. 660.
7. For general TCZ requirements and additional information refer to Index No. 600.

SYMBOLS

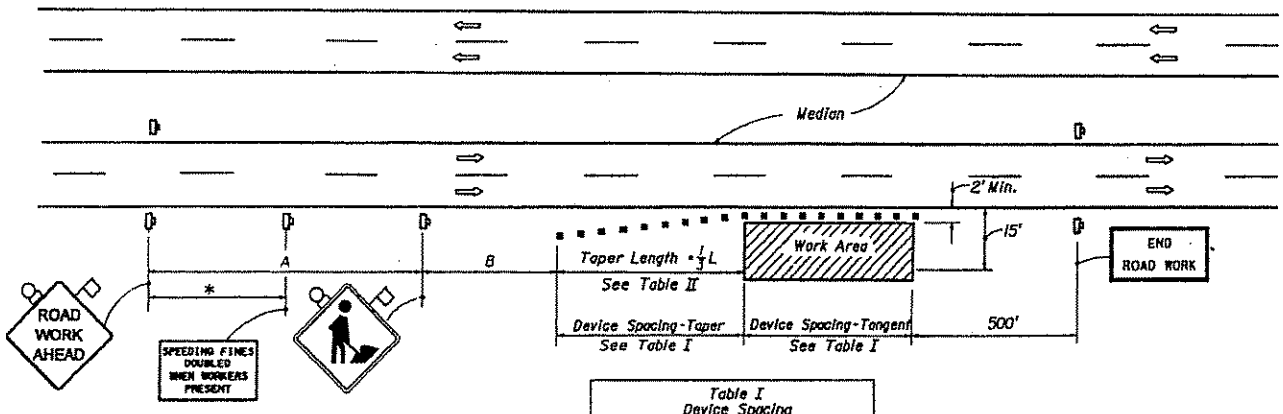
Work Area

Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS AND THEIR ACTIVITIES ARE BEHIND AN EXISTING BARRIER, MORE THAN 2' BEHIND THE CURB, OR 15' OR MORE FROM THE EDGE OF TRAVEL WAY

2006 FDOT Design Standards	Last Revision 07/01/05	Sheet No. 1 of 1
MULTILANE, WORK OUTSIDE SHOULDER	Index No. 611	



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
	⅓L (ft)			
Speed (mph)	8' Shldr.	10' Shldr.	12' Shldr.	Notes
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L = WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

⅓L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

Work Area

Sign With 18" x 18" (Min.)
Orange Flag And Type B Light

Channelizing Device (See Index No. 600)

Work Zone Sign

Lane Identification + Direction of Traffic

GENERAL NOTES

1. All vehicles, equipment, workers, and their activities are restricted to one side of the roadway.
2. If the work operation encroaches on the through traffic lanes or when four or more work vehicles enter the through traffic lanes in a one hour period (excluding establishing and terminating the work area) a flagger shall be provided and a FLAGGER sign shall be substituted for the WORKERS sign. The flagger shall be positioned at the point of vehicle entry or departure from the work area.
3. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of traveiway.
4. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
5. WORKERS signs to be removed or fully covered when no work is being performed.
6. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
7. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
8. For general TCZ requirements and additional information refer to Index No. 600.

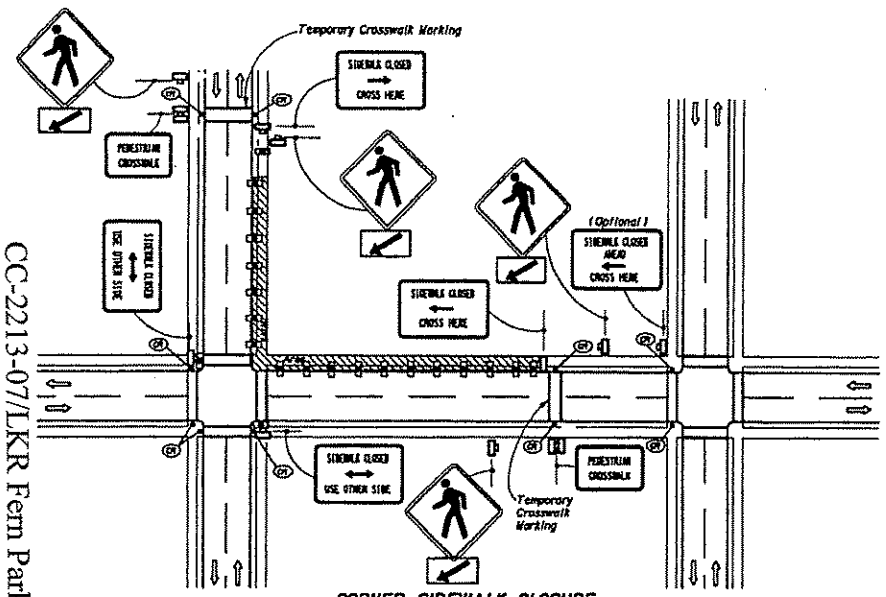
DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a) Work operations are 60 minutes or less.
   b) Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

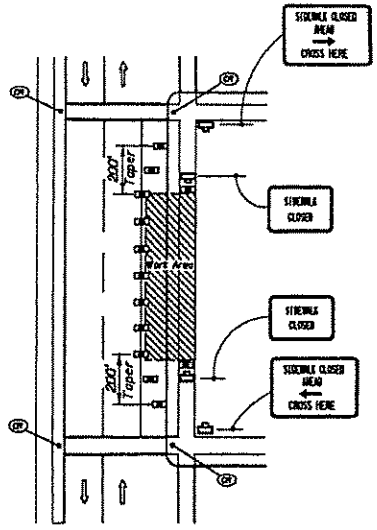
CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

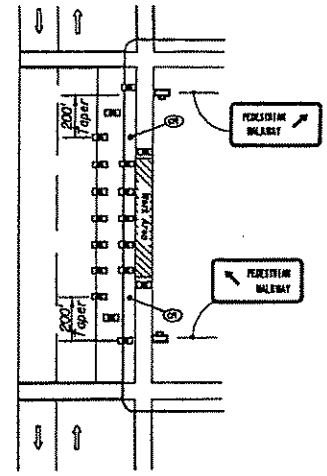
2008 FDOT Design Standards	Last Revision	Sheet No.
MULTILANE, WORK ON SHOULDER	07/01/05	1 of 1
	Index No.	
	612	



CORNER SIDEWALK CLOSURE WITH TEMPORARY CROSSWALKS



MID-BLOCK SIDEWALK CLOSURE



MID-BLOCK SIDEWALK CLOSURE WITH TEMPORARY WALKWAY

GENERAL NOTES

1. Only the signs controlling pedestrian flows are shown. Other work zone signs will be needed to control traffic on the streets.
2. For spacing of traffic control devices and general TCZ requirements refer to Index No. 600. Maximum spacing between barricades, vertical panels, drums or tubular markers shall not be greater than 25'.
3. Street lighting should be considered.
4. For nighttime closures use Type A flashing warning lights on barricades supporting signs and closing sidewalks. Use Type C steady-burn lights on channelizing devices separating the work area from vehicular traffic.
5. Pedestrian traffic signal display controlling closed crosswalks shall be covered or deactivated.
6. Post Mounted Signs located near or adjacent to a sidewalk shall have a 7' minimum clearance from the bottom of sign to the sidewalk.
7. When construction activities involve sidewalks on both sides of the street, efforts should be made to stage the construction so that both sidewalks are not out of service at the same time.
8. In the event that sidewalks on both sides of the street are closed, pedestrians shall be guided around the construction zone.
9. Temporary walkways shall be a minimum of 4' wide with a maximum 0.02 cross slope and a maximum 0.05 running slope between ramps. Temporary walkways less than 5' in width shall provide for a 5' x 5' passing space at intervals not to exceed 200'. Temporary ramps shall meet the requirements for curb ramps specified in Index No. 304, General Notes 1 through 7. Temporary walkway surfaces and ramps shall be stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment, stored materials, etc.
10. Temporary ramps and temporary crosswalk markings shall be removed with reopening of the sidewalk, unless otherwise noted in the plans. All work and materials associated with constructing temporary curb ramps and temporary crosswalk markings, removal and disposal of temporary curb ramps and temporary crosswalk markings, and restoration to original condition shall be paid for as Maintenance of Traffic, Lump Sum.

SYMBOLS

Work Area

Type I Or Type II Barricade Or Vertical Panel Or Drum (With Steady Burning Light At Night Only).
(Tubular Markers May Be Used During Daylight Only. Cones May Be Used - See Index No. 600.)

Work Zone Sign

Required Locations For Either Temporary Or Permanent Curb Ramps.

Lane Identification + Direction of Traffic

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT WORKERS OR THEIR ACTIVITIES ENCROACH ON THE SIDEWALK FOR A PERIOD OF MORE THAN 60 MINUTES.

2006 FDOT Design Standards	Last Revision 07/01/05	Sheet No. 1 of 1
PEDESTRIAN CONTROL FOR CLOSURE OF SIDEWALKS	Index No. 660	

SEMINOLE COUNTY, ENGINEERING DIVISION
CONSTRUCTION APPLICATION / PERMIT

DIRECTIONS: Legibly complete application as required. Submit this 4-page form with 2-sets of detailed construction plans. See conditions on reverse of this permit. For assistance, contact the Seminole County Engineer.

Section I APPLICANT INFORMATION

Applicant's Name: Seminole Co. Environmental Firm/Utility Name: CPH Engineers, Inc.
Address: 500 West Lake Mary Blvd. Phone Number: 407-322-6841
Sanford, FL 32773 24/7 Emergency No.

Section II PROJECT INFORMATION

RIGHT-OF-WAY CONSTRUCTION — ☒ EASEMENT CONSTRUCTION — ☐

(All construction activity within Seminole County Public Rights-of-Way/Easements that require an M.O.T., excavation, restoration or system upgrade/repair).

LOCATION OF PROPOSED CONSTRUCTION: South St. from Driftwood Dr. to Lauren Ct./ o'brien R. From 17-92 to Jaffa Dr.
Section 19 Township 21 Range 30

DESCRIPTION OF PROPOSED CONSTRUCTION:

Bore – County Paved / Stabilized Roadway
Bore & Jack ____ Total No.
Directional Bore 3 Total No.

Open Cut – County Paved / Stabilized Roadway
Paved 2 Total No.
Stabilized ____ Total No.

Pole Installations ____ Total No. Poles Used/Upgrade ____ Total No. Emergency Repairs — ☐

Trench ____ Lf. Width ____ Ft. Residential Driveway — ☐ Landscaping / Irrigation — ☐

Block/Impede Pedestrian Or Vehicle Traffic *(Note: If pedestrian traffic is affected within a 2 mile radius of a school, applicant agrees to coordinate with school officials)* — ☐

DESCRIBE OTHER CONSTRUCTION: Installation of 1110LF of 8" WM along South St, 210 LF of 8" WM along Highland Dr., and 236 LF of 8" WM along O'Brien Rd.

Section III LOCATION OF EXISTING UTILITIES

Applicant agrees all existing utilities/facilities shall be located, exposed and verified prior to construction — ☐

WATER Seminole Co. Environmental ELECTRIC Progress Energy
SEWERS Seminole Co. Environmental CATV Bright HOuse Networks
TELEPHONE Bellsouth, AT&T, Sprint OTHER

GAS Teco People's Gas GAS Location Request ID No. 28650425 *(Required Information for permit Processing)*

THE SEMINOLE COUNTY ENGINEER MUST BE CONTACTED A MINIMUM OF 24 HOURS AND A MAXIMUM OF 48 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION.

Section IV ENGINEERING/CONTRACTOR AND/OR OWNER AUTHORIZED AGENT SIGNATURES

I/We Represent That The Above Statements And The Information, Statements And Presentations On Materials Submitted Herewith Is True. I/We Are Providing These Matters To Induce Seminole County To Issue A Construction Permit. I/We Agree With All Conditions Imposed By Seminole County.

TITLE Project Manager Date: 1 / 17 / 07 SIGNATURE ENGINEER/CONTRACTOR
TITLE Utilities manager Date: 1 / 22 / 07 SIGNATURE OWNER/AUTHORIZED AGENT

Section V PERMIT ACTION

APPROVED — ☒ APPROVED WITH SPECIFIC CONDITIONS — ☐ DENIED — ☐

Attachments — Yes ☐ No ☐

PERMIT NO. 92179 / ____ / ____ FEE: $ No fee
APPROVAL DATE 02 / 18 / 2007 EXPIRATION DATE 02 / 18 / 2008 County Project
APPLICATION APPROVED BY: ____ (For the County Engineer)

Section VI INSPECTION RECORD

CONSTRUCTION START DATE: ___ / ___ / ___ COMMENTS:
CONSTRUCTION COMPLETION DATE: ___ / ___ / ___ INSPECTOR:
INSPECTOR:

White — Project File Yellow — Finance File Pink — Inspection File Gold — Applicant

CONDITIONS

1. The issuance of this Permit is governed by and regulated by the following:

   a. "The Communications Act of 1934, as Amended" and "Relevant Case Law of the United States Supreme Court."
   b. The Florida State Statutes relating to the Use of County Right-of-Way and Property Interests.
   c. The Florida Administrative Code.
   d. Seminole County Codes, Ordinances and Policies.
   e. Any fees established by Seminole County and any additional requirements and conditions of the Seminole County Board of County Commissioners or the County Engineer.

2. It is understood and agreed that the Licenses and Privileges herein set out are granted to the extent of the County's right, title and interest, if any, in the land to be entered upon and used by the Permittee, and Permittee will at all times, assume any and all risk of and indemnify, defend, and save harmless the County from and against any and all losses, damages, costs and expenses arising in any manner whatsoever on account of or in any way resulting from the exercise or attempted exercise by said Permittee of the aforesaid Licenses and Privileges or otherwise resulting from the acts or omissions of the Permittee or its officers, employees or agents. The Permittee agrees that it's assumption of risks and obligations to indemnify the County related to Permittee's work or placement of any improvements shall survive the expiration date of this Permit. The Permittee agrees to pay any and all costs, fees and expenses that the County in any way incurs relative to enforcing the terms and conditions of this Permit, including, but not limited to, Attorney's Fees and Legal Costs at trial, on appeal or at any administrative proceeding. The Permittee understands and acknowledges that any and all payments to obtain this permit only cover direct and indirect costs which the Permittee's use of public rights-of-way have or will generate, and further that such payments do not encompass the fair value of Permittee's use or occupation of public rights-of-way.

3. It is expressly agreed by the Permittee that this Permit is a License for Permissive Use only and that the placing of improvements, such as, but not limited to, utilities, facilities, roadways, structures or landscaping upon public property pursuant to this Permit shall not operate to create or vest any property right whatsoever in said Permittee, current owner/operator or adjacent property owner. The scope of this license shall not be expanded physically, functionally or as to the breadth of services permitted through it without the prior consent of the County.

4. The Permittee agrees that the construction and/or maintenance of improvements shall not interfere with the property and rights of a prior occupant including, but not limited to, the County. The Permittee shall pay any and all costs and expenses in any way relating to activities of the Permittee interfering with said property and/or rights.

5. In the event of rerouting, widening, repair, construction or reconstruction of public roadways, utilities, facilities or structures, the Permittee shall, within ninety (90) days of receiving written notice from the County Engineer, remove or relocate its facilities within the public rights-of-way, at no cost to County, to clear the area for the County's work.

6. The Permittee and the holder of this Permit shall take all safety measures, including, but not limited to, the placing and displaying of warning/channelizing/regulatory signs, signals, lights, barricades, cones, drums, beacons, devices, pavement markings and flaggers as required by the most recent FDOT Roadway and Traffic Design Standards and shall also prevent any obstructions or conditions which are or may become dangerous to the traveling public as conclusively determined by the County Engineer or his Designee. The Permittee shall be responsible for any and all costs related to loss of life, personal injury and /or property damage relating to the impedance or obstruction of either pedestrian or vehicular traffic.

7. If an emergency or any other situation arises which a reasonably prudent person would believe to be an emergency situation, the Permittee and the holder of this permit shall immediately take all actions necessary to ensure the safety of the traveling public and construction persons including contacting emergency services such as police, medical or fire. Permittee will contact and advise the County Engineer of the situation and take any and all remedial actions in addition to those required by the County Engineer.

8. Prior to any construction, Permittee agrees to obtain all required approvals, agreements and/or permits relative to the type and location of the proposed work from all Federal, State, County, City, real property owner and any other Regulatory Agency or Department. The Permittee, Owner, Agent or Contractor must obtain a Federal NPDES Permit if the proposed construction disturbs (five) 5 acres or more total land area.

9. Any work that commences without all required State, Regional or Local Permits available on the job site or without establishing: 1) the actual location of existing utilities; 2) safety measures; 3) without coordination by the Permittee relative to emergency situations, shall be immediately suspended until all requirements have been met and penalty fees, if any, paid. The penalty fee for work that commences without a Permit shall be no less than the Permit fee for each occurrence. Additionally, failure to obtain a Permit may result in a case being filed with the Code Enforcement Board of Seminole County or other appropriate actions in accordance with State Law and County Ordinances. In the event this Permit is subject to or issued in conjunction with any other Permit, whether Federal, State, Regional or Local, this Permit shall automatically be suspended indefinitely if such other Permit is terminated or suspended.

10. Permittee declares that prior to any construction or excavation, notice as required and as necessary in accordance with sound operating and engineering practices, will be issued to the owners of real property, owners/operators of all existing utilities, facilities or improvements, both underground and aerial. Permittee shall include as information on this Permit the required gas pipeline/facilities location request identification ticket/reference number.

11. At the request of the County Engineer, Permittee agrees to submit As-built Engineering Plans within thirty (30) days detailing the location of all construction improvements.

SECTION 01070 - ABBREVIATIONS

PART 1 - GENERAL

1.01 ABBREVIATIONS

A. References to technical societies, institutions, associations, or governmental authorities are made in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWS	American Welding Society
AWWA	American Water Works Association
F.A.C.	Florida Administrative Code
FDOT	Florida Department of Transportation
FDEP, DEP	Florida Department of Environmental Protection
FM	Factory Mutual System
Fed. Spec. or FS	Federal Specifications; Florida Statutes
IRI	Industrial Risk Insurers
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SDI	Steel Deck Institute or Steel Door Institute
SJI	Steel Joist Institute
SJRWMD	St. Johns' River Water Management District
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
UL	Underwriters' Laboratories, Inc.

END OF SECTION

SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

A. Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. All materials, equipment, skills, tools, and labor which is reasonably and properly inferable and necessary for the proper completion of the Work in a substantial manner and in compliance with the requirements stated or implied by the Drawings and Specifications shall be furnished and installed by the Contractor without additional compensation, whether specifically indicated in the Contract Documents or not. These items are considered incidental to the various bid items shown in the Bid Form. The described items apply for all applicable parts in the Bid Form.

B. The bid items shown on the Bid Schedule have been created as a convenience solely for the purpose of comparison of bids and for use in the preparation of monthly construction estimates. Quantities shown thereon must be considered as approximate only, and the Contractor shall not plead misunderstanding or deception because of this estimate of quantities. The Contractor is responsible for making his own estimate of the size, kind, and quantity of materials and equipment included in the Work to the done under this Contract. All work shown on the Drawings, herein specified, or implied in any way in the Drawings or Specifications shall be done regardless of whether or not the work is specifically defined in any bid item.

C. During preparation of the Contractor's bid, and at least seven (7) days before bid submittal, the Contractor is required to bring to the attention of the County's Purchasing Division, in writing, any discovered discrepancy, omission, or deficiency in the Drawings or Specifications that impacts the Contractor's ability to accurately prepare his bid.

D. All measurement for payment will be based on the actual quantities of completed and accepted work performed in strict accordance with the Drawings and Specifications. All work completed under this contract shall be measured by the Contractor in the presence of the Owner or his representative according to the methods outlined below.

E. The County reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be

considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Contract Unit Prices that appear in the original Contract. A supplemental agreement between the Contractor and the County will be required when such changes involve a net increase or decrease of more than 25 percent of the estimated quantity of a payment item where the item amounts to 10% or more of the Contract Price.

1.02 EQUIPMENT AND MATERIAL IN STORAGE

A. Payment for materials and equipment in proper storage at the site of the Work or other approved storage site will be made for those items for which the Contractor has submitted paid invoices less ten percent to the Engineer.

B. Proper storage requires that the materials are stored in a bonded warehouse and proof of the bonding insurance must be provided to the County. The Contractor shall be wholly responsible to replace any and all items that are lost or stolen whether stored on site or in a bonded warehouse. This replacement shall be done by the Contractor at no additional cost to the County. The County shall not be responsible for materials and equipment that become damaged or stolen if the Contractor chooses to store said materials and equipment on-site.

1.03 EQUIPMENT AND MATERIAL PURCHASED BY SEMINOLE COUNTY ENVIROMENTAL SERVICES DEPARTMENT:

See Section 01010, Part 1.03 for a complete list of equipment and material to be supplied by Seminole County and installed by the Contractor.

PART 2 - MEASUREMENT AND PAYMENT

2.01 MOBILIZATION

A. Work Includes

Preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, plus permits, bonds, insurance.

B. Unit of measurement is lump sum.

C. Payment of this item shall be distributed equally over the first two payment applications.

2.02 PRECONSTRUCTION VIDEO

A. Work Includes

Preconstruction documentation via videotaping plus all 35 mm color photographs necessary to pick up detail not easily visible or apparent on the videotape.

B. Unit of measurement is lump sum.

2.03 MAINTENANCE OF TRAFFIC

A. Work Includes

The construction and maintenance of any necessary detour facilities; the providing of necessary facilities for access to residences and businesses along the project; the furnishing, installation and maintenance of traffic control and safety devices during construction; daily inspections of the traffic control devices (including nighttime inspections); replacement of all equipment and devices found not to be conforming with approved standards during the inspection; the control of dust, and any other special requirements for safe and expeditious movement of traffic as may be called for on the plans. The term "Maintenance of Traffic" shall include all such facilities, devices, and operation as are required for the safety and convenience of the public as well as for minimizing public nuisance; all as required by the FDOT, the Engineer and the Owner. This work shall also consist of the removal of existing pavement markings necessary in order to implement traffic control, temporary signs, and the removal or relocation of existing signs in order to implement traffic control. This item also includes any adjustments necessary to the traffic control devices under emergency conditions.

B. Unit of measurement is lump sum

C. Payment of this item shall be made under the following schedule:

Percent of Original Contract Amount Earned	Allowable Percent of the lump sum Price to be Paid
5	25
10	50
25	75
50	100

2.04 EROSION AND SEDIMENT CONTROL

A. Work Includes

Providing, inspecting and maintaining erosion and sediment control measures, as needed throughout construction.

B. Unit of measurement is lump sum.

2.05 CLEARING AND GRUBBING

A. Work Includes

Clearing, grubbing, disposal of debris.

B. Unit of measurement is lump sum.

2.06 DEMOLITION (WTP SITE)

A. Work Includes

Coordination with adjacent property owners, Deactivating all onsite utilities, cutting, capping, existing lines, existing well, removal of entire building and appurtenances, removal of onsite materials including piping, valves, slabs.

B. Unit of measurement is lump sum.

2.07 RESTORATION (WTP SITE)

A. Work Includes

Backfilling, compacting, and grading the site plus all areas affected by demolition activities after demolition operations are complete.

B. Unit of measurement is lump sum.

C. This pay item does not include grassing of the site after restoration. Grassing will be paid for under the "sodding" pay item.

2.08 REMOVE AND REINSTALL MAILBOXES

A. Work Includes

Removing and reinstalling existing mailboxes and appurtenances, including temporary reinstallation as needed to ensure delivery of mail is not disrupted during construction.

B. Unit of measurement is lump sum.

2.09 REMOVE AND REPLACE EXISTING LANDSCAPING

A. Work Includes

Removing and replacing existing landscaping as needed to accommodate construction. Replacement plantings are to be same type as removed material and are to be Florida Grade 1 new plantings, 3-gallon minimum size, 3-ft on center maximum spacing. Work also includes new ground cover between plantings and is to match existing, and the work is to include repairs and or adjustments to existing irrigation as needed.

B. Unit of measurement is lump sum.

2.10 REMOVE AND REPLACE ASPHALT PAVEMENT

A. Work Includes

Removal and disposal of existing pavement and base, placing, grading, mixing, and compacting stabilized subgrade material. The amount and nature of the stabilizing material to be added shall be determined by the Contractor. Includes placing, grading and compacting the pavement base course material, hauling, sanding, prime, tack and surface courses, compaction, leveling, finishing, testing.

B. Unit of measurement is square yards. The quantity of removal and replacement shown on the Bid Form is based on the widths shown on the drawings. Should the Contractor disturb more areas for his convenience then the Contractor shall restore these areas at no additional cost to the Owner.

C. Whenever coring or other data indicates that the sub-base, base, or asphalt thickness is less than called for on the Plans (thickness required by the plans shall be considered to be minimum thickness), or does not otherwise meet the Specifications, the Contractor will correct the deficiency by replacing the full thickness for a length extending 50' from each end of the deficient area. The Contractor will receive no compensation for any sub-base, base, or asphalt so removed, for work in removing such sub-base, base, or asphalt and will be paid only for accepted sub-base, base, or asphalt within the allowable limit. Sub-base,

base, or asphalt in excess of the thickness called for on the Plans will be allowed to remain in place and no extra compensation paid to the Contractor, provided the excess thickness does not cause unsatisfactory conditions and is compatible with the adjacent work.

2.11 MILLING AND RESURFACE EXISTING ASPHALT PAVEMENT, RE-STRIPE

A. Work Includes

Removal of asphalt by milling, disposal of removed material, sweeping of milled surface prior to asphalt placement, placing, grading and compacting asphalt, re-striping to match existing pavement markings.

B. Unit of measurement is square yards.

2.12 REMOVE AND REPLACE ASPHALT DRIVEWAYS

A. Work Includes

Removal and disposal of existing pavement and base, placing, grading, mixing, and compacting stabilized subgrade material. The amount and nature of the stabilizing material to be added shall be determined by the Contractor. Includes placing, grading and compacting the pavement base course material, hauling, sanding, prime, tack and surface courses, compaction, leveling, finishing, testing. Work also includes any temporary driveways as needed to ensure access to each residence during construction, and removal and restoration to existing condition or better of the temporary driveways.

B. Unit of measurement is square yards. The quantity of removal and replacement shown on the Bid Form at each driveway is generally based on the driveway removal limits as shown on the drawings. Should the Contractor disturb more areas for his convenience then the Contractor shall restore these areas at no additional cost to the Owner.

2.13 REMOVE AND REPLACE CONCRETE CURB

A. Work Includes

Removing and disposing of existing curbing and gutters, forming, placing, finishing and curing new concrete curbing and gutters, sawcutting joints.

B. Unit of measurement is linear feet.

2.14 CONCRETE SIDEWALK (REMOVE AND REPLACE)

A. Work Includes

Removing and disposing of existing sidewalk, forming, placing, finishing and curing new concrete sidewalk (including ramps and detectable warning surfaces at ramps), sawcutting joints.

B. Unit of measurement is square yards.

2.15 SODDING

A. Work Includes

Soil preparation, sod installation, sanding joints, fertilizing, watering, and mowing.

B. Unit of measurement is square yards. The quantity of sodding shown on the Bid Form is generally based on grassing the areas of construction. Should the Contractor disturb more areas for his convenience (construction access and stockpiling), then the Contractor shall restore (including grassing) these areas at no additional cost to the Owner.

2.16 REMOVE EXISTING FENCE

A. Work Includes

Removal and disposal of existing fence, posts, and gates, and appurtenances.

B. Unit of Measurement is linear feet.

2.17 TYPE "B" FENCE

A. Work Includes

Survey, layout, corner posts, end posts, pull posts, line posts, rails, chain link fabric, tension wire, tie wire, barb wire attachment, connection to existing fence, concrete bases for posts.

B. Unit of Measurement is linear feet.

2.18 PEDESTRIAN GATE (TYPE 'B' FENCE - 4-FT OPENING)

A. Work Includes

Posts, rails, chain link fence fabric, concrete bases for posts, latch, locking device.

B. Unit of Measurement is each.

2.19 DUCTILE IRON FITTINGS (WATER MAIN)

A. Work Includes

Installation, thrust restraint, identification and warning tape, concrete encasement, disinfection, bacteriological and leakage testing.

B. Unit of measurement is tons. The weight shall be as indicated in the manufacturing standards and shall include the weight of accessories. Estimated weights for this Bid Item are based on D.I. compact fittings.

2.20 WATER MAIN (DIRECTIONAL DRILL)

A. Work Includes

Survey, layout, dewatering, verifying location and depth of existing utilities, excavating, filling, and compacting drilling and receiving pits, polyethylene pipe, pipeline identification, locate wire, pipe joining, fittings, connection to adjoining pipe, mechanical joint adapters, flange adapters, couplings, installation of pipe by directional drilling methods, disposal of removed material and fluids, connecting to pipes at each end of the drilled pipe, testing, disinfection, and restoration of all disturbed areas including sodding and sidewalk replacement. Where sleeves or casings are required, work includes the sleeve, casing, and carrier pipe.

B. Unit of measurement is linear feet, measured horizontally along the ground surface between the points of connection to adjoining pipe, as detailed on the drawings.

2.21 WATER MAIN (OPEN CUT)

A. Work Includes

Survey, layout, dewatering, excavation, sheeting, shoring, bracing, pipeline installation, pipeline identification and warning tape, thrust restraint, disposal of unsuitable or excess material, suitable backfill,

replacement of existing structures such as signs or fences encountered, connections, disinfection, bacteriological and leakage testing.

B. Unit of measurement is linear feet.

C. The Bid Schedule shows the types of pipeline material to be installed. Where it states "PVC or DI" then either ductile iron or PVC is acceptable in accordance with the specifications. (However, once a pipeline material is chosen and work has started, there cannot be changes to the material type made during construction except for those specific material type changes indicated on the drawings.)

2.22 REMOVE EXISTING VALVES (2", 3")

A. Work Includes

Dewatering, excavation, removal and disposal of existing valves and appurtenances, backfilling, restoration.

B. Unit of measurement is each.

2.23 GATE VALVES

A. Work Includes

Dewatering, excavation, installation of valve and valve box, accessories, thrust restraint, disinfection, bacteriological and leakage testing.

B. Unit of measurement is each.

2.24 FIRE HYDRANT ASSEMBLY

A. Work Includes

Dewatering, excavation, connection to fitting at water main, installation of gate valve and box, installation of hydrant, concrete shear pad, and blue reflective pavement marker at hydrant, painting of hydrant, bedding rock, backfill, accessories, thrust restraint, disinfection, bacteriological and leakage testing.

B. Unit of measurement is each.

2.25 WATER SERVICE LINES (OPEN CUT)

A. Work Includes

Service lines, restoration after completion of operations, service piping and fittings, backfilling, compacting, disinfection, and testing.

B. Unit of measurement is linear feet.

2.26 WATER SERVICE LINES (DIRECTIONAL DRILL)

A. Work Includes

Service line installation by directional boring a sleeve, installation of service pipe through the sleeve, restoration after completion of operations, fittings, backfilling, compacting, disinfection, and testing.

B. Unit of measurement is linear feet.

2.27 SINGLE AND DOUBLE WATER SERVICES

A. Work Includes

Service piping and fittings, saddles, corporation stops, curb stops, disconnecting from meter and capping existing water service, connecting new water service to existing meter, restoration after completion of operations.

B. Unit of measurement is each.

2.28 SERVICE SADDLE AND GATE VALVE

A. Work Includes

Dewatering, excavation, tapping existing or new main, installing valve as required, valve box, backfilling, compacting, disinfection, and testing.

B. Unit of measurement is each.

2.29 TAPPING SLEEVE AND VALVE

A. Work Includes

Dewatering, excavation, installation of valve and valve box, tapping of main line, thrust restraint, testing.

B. Unit of measurement is each.

2.30 LINE STOP ASSEMBLY

A. Work Includes

Pipe boring, temporary valves or plugs, recovery of the temporary valves and plugs, and sealing of the bore hole with a permanent plug.

B. Unit of measurement is each.

2.31 CAP EXISTING MAIN WITH RESTRAINED CONCRETE THRUST COLLAR

A. Work Includes

Isolate active main, cut pipe, dispose pipe contents, cap existing main. Work also includes dewatering, excavation, thrust restraint including concrete thrust collar and tie rods, backfilling, restoration, and disinfection.

B. Unit of measurement is each.

2.32 CONNECTION TO EXISTING WATER MAIN

A. Work Includes

Dewatering, excavation, backfill, pipeline, valves, couplings, thrust restraint, bacteriological and leakage testing, etc., as required to complete the connection to the existing utilities as needed to provide a complete and workable utility system.

B. Unit of measurement is each.

2.33 PLUG EXISTING WATER MAIN

A. Work Includes

Dewatering, excavation, backfill, abandon main, cut and remove pipe contents, plug main, backfilling, restoration.

B. Unit of measurement is each.

2.34 REMOVE PLUG AND CONNECT TO EXISTING WATER MAIN

A. Work Includes

Dewatering, excavation, backfill, remove fitting, connect to existing pipe, bacteriological and leakage testing, etc., as required to complete the

connection to the existing utilities as needed to provide a complete and workable utility system.

B. Unit of measurement is each.

2.35 TEMPORARY JUMPER CONNECTION

A. Work Includes

Excavation, dewatering, backfill, fittings, pressure gauges, double check backflow preventer assembly, meter, corporation stops, service saddles, connection to existing water main, accessories, removal and restoration after construction.

B. Unit of measurement is each.

2.36 TEMPORARY BLOWOFF ASSEMBLY AND SAMPLING POINT

A. Work Includes

Excavation, dewatering, fittings, blowoff valve, accessories, testing, removal of assembly, plugging end of main, backfilling, compaction, restoration.

B. Unit of measurement is each.

END OF SECTION

SECTION 01200 - SPECIAL CONDITIONS

The following special conditions apply strictly to those utilities belonging to the Seminole County Environmental Services Department. All references to the "Contract Documents" are intended to include the complete bid documents (which consist of the General Conditions, Special Procedures, Plans, Technical Specifications, and any Addenda), Change Orders, and Contractual Agreements between the COUNTY and the CONTRACTOR pertaining to the specific project. UNLESS OTHERWISE NOTED, no specific pay item is provided for the conditions itemized and described in this Section and the cost for the labor, equipment, and materials associated with these items, including the requirements of Federal, State, and local agencies with jurisdiction over the work detailed in the Contract Documents shall be considered incidental to the contract. Therefore, the CONTRACTOR shall bear any costs associated with these Special Conditions. Failure to comply with these provisions shall be adequate grounds for ENGINEER to withhold pay requests and issue a stop work order at no cost to the COUNTY.

1.01 The CONTRACTOR shall be responsible to install locator balls on all Seminole County Utilities lines installed and/or worked upon during the project. The locator balls shall be located on potable water mains, reclaimed water mains, and force mains at one hundred foot intervals, and at all bends, "T's", valves, and any changes in direction on fittings. The balls shall be located not less than 12 inches and not greater than 24 inches below the final finished grade. The balls shall be blue for potable water and green for sewer. The location of these balls shall be reflected on the as-built drawings with the abbreviations of (WLB) for "water locate balls" and (SLB) for "sewer locate balls".

1.02 The CONTRACTOR shall be responsible for the removal and proper disposal of all asbestos cement (AC) pipe. The removal and disposal shall be in compliance with all applicable Federal, State, and local regulations regarding asbestos cement pipe. The pay item provided in the bid form associated with abandonment of AC pipe is intended to be inclusive of all costs associated with this item description.

1.03 It shall be the responsibility of the CONTRACTOR to obtain the services of a licensed professional land surveyor to survey the as-built location of the relocated utilities, including the locator balls, and make this information available to the Engineer that will serve as the Engineer of Record or CEI for the Seminole County Environmental Services Department systems. It shall be the responsibility of the Engineer serving as the Engineer of Record or CEI for the Seminole County Environmental Services Department systems to prepare and submit as-built drawings to both Seminole County Utilities and the Florida Department of Environmental Protection based upon the information provided by the CONTRACTOR and his or her surveyor, and inspection performed by the

COUNTY and the ENGINEER. Partial system as-builts required for partial clearances from FDEP during the construction process shall be prepared by the CONTRACTOR at no additional cost to the County.

1.04 UTILITIES INFRASTRUCTURE MAINTENANCE

A. Throughout the entire duration of the construction process and within the construction project boundaries, it shall be the responsibility of the CONTRACTOR to maintain the quality of groundwater and the location of all active Seminole County Utilities service lines and all utility lines that are pressurized (whether presently owned or to be owned in the future by Seminole County Utilities) by identifying, by preserving, and by protecting all valves (with their associated boxes and lids) and manholes. These locations must remain visible and accessible to Seminole County Utilities personnel.

B. Protection shall be provided in the form of a 4" PVC conduit with a minimum burial of four feet and a minimum above-ground exposure of four feet. The entire circumference of the top 4" of the pipe shall be color-coded using blue paint to indicate water, green paint to indicate sewer, and purple paint to indicate reclaimed water.

C. Protection shall be installed by the CONTRACTOR after the Notice to Proceed but prior to any work (including preliminary clearing and grubbing) being performed within the construction project limits. Until the required protection is installed, the CONTRACTOR is strictly prohibited from performing any preliminary clearing or grubbing or excavating in areas that are adjacent to or include Seminole County Utilities.

D. Protection of utility lines that are to be removed and/or taken out of service shall be removed only after the following conditions are met:

1) The replacement line is in service and approved for operation by the Florida Department of Environmental Protection and the ENGINEER and accepted by Seminole County Environmental Services Department.

2) All service connections have been relocated from the utility line to be taken out of service, to the utility line that has been placed in active service with approvals from the Florida Department of Environmental Protection, the ENGINEER, and the Seminole County Environmental Services Department.

3) The utility line to be taken out of service has been depressurized.

E. With respect to the utility lines that are to be the final utility lines in service at the completion of construction, the protection shall be removed by the CONTRACTOR only after the final site restoration (including final sodding of all disturbed areas) has been accepted by the ENGINEER.

1.05 The CONTRACTOR and subcontractor shall be responsible for maintaining the quality of groundwater near the construction site until completion of all work and acceptance by the Engineer. If work is performed within 150' of potable water wells or groundwater monitoring wells, then at all times during construction and testing, the CONTRACTOR and subcontractor shall take necessary precautions to prevent tampering of the well or the entrance of contaminants into the well. The CONTRACTOR and subcontractor shall be responsible for returning the water to its original quality in a timely manner should contamination occur, regardless of the presence of wells. Only dual contained, portable fuel tanks shall be utilized.

1.06 The CONTRACTOR shall be responsible for adjusting all manholes, valve boxes, lids, water meters, and similar structures to match the final project finished grade, regardless of whether other utility work is performed.

1.07 MAIN TESTING AND CLEARANCE

A. It shall be the responsibility of the CONTRACTOR to perform all water main pressure tests, and water main disinfection in preparation for subsequent bacteriological testing by the COUNTY'S designated laboratory. The CONTRACTOR shall be responsible for force main pressure tests. These tests (including disinfection) are considered incidental to the utility work.

B. It shall be the responsibility of the CONTRACTOR to provide a "flushing plan" to Seminole County Environmental Services Department at the Utilities preconstruction conference. This plan shall clearly indicate the volumes to be flushed and the disposal methodology for the flush water as well as the launching points and retrieval locations required for the pigs and swabs which shall be considered part of the "flushing plan." Further, it shall be the responsibility of the CONTRACTOR to obtain any permits associated with the flushing activity including but not limited to National Pollutant Discharge Elimination Systems (NPDES) permits. Flushing of lines shall be considered incidental to the utility work.

C. The CONTRACTOR shall be entirely responsible to coordinate and schedule the full diameter flushing activity and shall provide written notification to the COUNTY through the ENGINEER a minimum of 48 hours prior to commencing the flushing activity. The ENGINEER shall be responsible to notify Seminole County Environmental Services Department. All temporary

piping associated with the flushing shall be provided and installed by the CONTRACTOR and is considered incidental to the utility work.

D. Neither the COUNTY nor the ENGINEER shall be held responsible for delays to the CONTRACTOR awaiting a "Letter of Clearance" or "Release for Use" from the Florida Department of Environmental Protection (FDEP) to operate either the collection or distribution systems. It shall be the responsibility of the CONTRACTOR to make provisions for the time to obtain these releases from FDEP when planning his "Schedule of Construction."

1.08 SALVAGE OF EXISTING UTILITIES

A. For projects including the salvage of existing Seminole County Utilities, CONTRACTOR shall exercise the appropriate care necessary to remove and stockpile all existing Seminole County Utilities (including, but not limited to, all piping, bends, valves, tees, fittings, hydrants, and appurtenances) in such a manner as to preserve the materials for future use. Salvaged materials shall be removed and stock piled, hauled, unloaded and stored in an orderly manner at the direction of Seminole County Environmental Services Department in an orderly manner by the CONTRACTOR at the Consumers Water Treatment Plant located at 3300 Dike Road, Winter Park, Florida. The pay item provided in the Bid Form referencing pipe removal is intended to be inclusive of all costs associated with the item description provided above.

B. The CONTRACTOR shall contact the Seminole County Environmental Services Department's Maintenance Supervisor at (407) 665-2739 to arrange for the delivery of any salvaged materials to the location designated by Seminole County Environmental Services Department. The condition of the materials cannot be guaranteed, as they shall be subject to the normal excavation and handling procedures used on the project.

C. The CONTRACTOR shall be responsible for the removal and disposal of all utility lines taken out of service. The CONTRACTOR shall be responsible for Seminole County utilities that are damaged and/or deemed unsalvageable by Seminole County Utilities.

D. The COUNTY will identify which materials will be salvaged and delivered to the COUNTY. All other materials are to be disposed of by the CONTRACTOR at the CONTRACTOR'S expense. Proper disposal of these materials is considered incidental to the removal Pay Item.

1.09 CONTRACTOR SCHEDULING IN ORDER TO MAINTAIN SERVICE

A. It shall be the responsibility of the CONTRACTOR through scheduling, to maintain service to Seminole County customers and to minimize conflicts with existing Seminole County service lines.

B. For construction projects that are primarily roadway projects that include the relocation of Seminole County utilities within the project boundary, then if an existing Seminole County water or sewer main is located within 100 feet of any (1) proposed stormwater structures or conveyance piping; or (2) any proposed traffic signalization control devices; or (3) proposed roadway work including the base, sub-base, or final pavement; or (4) any related roadway infrastructure; AND in all instances where the plans clearly indicate that the existing utilities in this vicinity are to be relocated; then the CONTRACTOR shall be required to relocate the existing utility and place it in service prior to commencement of any subsurface excavation for installation of the aforementioned items listed in (1) through (4).

C. If the CONTRACTOR is installing the roadway infrastructure listed in Item B (above) and encounters a conflict with an existing utility line, the County shall not consider any additional compensation due the CONTRACTOR unless the CONTRACTOR has abided by the requirements of Item B. This condition applies regardless of whether the conflicting line was previously undetected or is clearly depicted on the plans.

D. The CONTRACTOR assumes the cost of providing any temporary utilities conflict provisions. This provision shall require the CONTRACTOR to bear all costs associated with the installation of various bends, piping and fittings that are installed on existing water and sewer mains that will ultimately be taken out of service when such installations are installed to benefit the CONTRACTOR and allow him to continue to install the roadway and utility infrastructure as detailed by the Contract Documents.

E. For construction projects that are primarily roadway projects that include the relocation of Seminole County utilities within the project boundary, then it shall be the responsibility of the CONTRACTOR to relocate or adjust all Seminole County Utilities in accordance with the Contract Documents. Should a conflict arise between the relocated or existing utilities and the subsequent construction of the roadway and its associated infrastructure, it shall be the responsibility of the CONTRACTOR to relocate or adjust the utilities, providing the necessary piping, bends, tees, and fittings to resolve the conflict. Relocations of this nature shall be approved in advance of said work by both the ENGINEER and Seminole County Environmental Services Department. Such relocations shall be reflected on the as-built drawings

upon completion of the actual installation and such relocations shall be constructed at no additional cost to the COUNTY.

F. The CONTRACTOR shall be responsible for coordinating the installation of new COUNTY utilities, or removal of existing COUNTY utilities with other utilities, including but not limited to telephone, fiber optic, gas and power. All costs associated with such coordination, or with any construction activities required for coordination, shall be the responsibility of the CONTRACTOR at no additional cost to the COUNTY.

1.10 For construction projects that are either: (1) primarily roadway projects that include Seminole County utilities within the project boundary or (2) primarily utility projects requiring installation of water and sewer mains on behalf of Seminole County Environmental Services Department; then it shall be the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring, and other forms of support for Seminole County Utilities when working adjacent to or directly upon existing and proposed Seminole County Utilities. The CONTRACTOR shall comply with this requirement throughout the duration of the project, whether the CONTRACTOR is installing or removing roadway infrastructure (including but not limited to (1) stormwater piping and structures; or (2) any proposed traffic signalization devices; or (3) roadwork including the base, sub-base, or final pavement) or installing or removing utilities that are owned by either Seminole County or another utility service company.

1.11 SCHEDULED INTERRUPTIONS OF SERVICE

A. For projects involving installation of new water mains to replace existing water mains; and when subdivisions, businesses, residences, and similar entities are served from the existing water main that is being replaced; then the CONTRACTOR shall assume that the water main being replaced is the only means of servicing said subdivisions, businesses, and residences and that no alternative water source or backfeed is available to these said entities.

B. It is the responsibility of the CONTRACTOR to schedule all Seminole County Utilities shut-downs in advance with Seminole County Environmental Services Department. Should the CONTRACTOR create an unscheduled interruption of utility service, then the CONTRACTOR shall be directly responsible for performing the necessary repairs in order to restore service. In addition, the CONTRACTOR shall be billed for subsequent repair work performed by Seminole County Utilities, and shall be held liable for any claims, penalties, or enforcement actions related to the service interruption.

C. All scheduling of Seminole County Environmental Services Department's field personnel and scheduled temporary interruption of Seminole County

Utilities service shall be made at least 72 hours in advance. CONTRACTOR shall schedule shut downs in advance by submittal of "Seminole County Construction Projects 72-Hour Request for System Shut Down" to the ENGINEER who will then notify the COUNTY and its associated Utilities personnel. The COUNTY reserves the right to approve or disapprove the said request.

D. If the requested "System Shut Down" is approved by the COUNTY, then it shall be the responsibility of the CONTRACTOR to notify all affected customers that will experience a disruption in service. Notification shall indicate the date and time limits of the interruption and must be provided to affected customers in writing a minimum of 48 hours in advance while simultaneously providing two (2) duplicate copies of all said notifications to ENGINEER. In lieu of written notification and if approved by the COUNTY, CONTRACTOR may opt to install signage in the affected area indicating the same information stated above with the same time constraints applied.

E. The COUNTY reserves the right to require the CONTRACTOR to perform utility "tie-ins" and "main flushing" during periods of low flow conditions in order to minimize service disruptions. "Tie-ins" and "main flushing" of this nature are typically required to begin no sooner than midnight and be completed no later than 5:30 a.m. "Tie-ins" of this nature that are required by the COUNTY shall be performed by the CONTRACTOR at no additional cost to the COUNTY.

1.12 The requirements of the Utility Design ENGINEER OF RECORD may exceed the minimum technical requirements of Seminole County Environmental Services Department as depicted in the *Seminole County Land Development Code* including the "Water and Sewer Standards." In such instances, the more stringent requirement shall be observed. With respect to utilities, should a conflict exist within the Contract Documents, the more stringent requirements, as determined by the COUNTY through addendum, shall be observed during the preparation of bids. Subsequently, there shall be no increase in the cost for the labor, equipment, and materials associated with this item. Failure of the CONTRACTOR to request a determination of which requirements apply during bid preparation shall not be grounds for claims or additional compensation during construction if the COUNTY adopts the more stringent requirements.

1.13 For utility items not specifically covered by these Contract Documents, all construction shall be in accordance with the minimum technical standards as depicted in the latest copy of the *Seminole County Land Development Code* which includes the "Water and Sewer Standards." In the absence of a Technical Specification, use the applicable requirements of FDEP and the AWWA, both latest editions.

1.14 PROGRESS MEETINGS

The Engineer administering the contract or CEI shall schedule and hold regular monthly progress meetings. CONTRACTOR, Engineer, and all Subcontractors active on the site and any other interested parties at the direction of the Engineer administrating the Contract shall be represented at each meeting. In addition, weekly on-site review meetings shall be held during construction at the discretion of the Engineer administrating the Contract or CEI. CONTRACTOR, Engineer, and all Subcontractors active on the site shall be represented at each meeting. These weekly meetings will be used as a tool for pre-planning of work and enforcing schedules and for establishing procedures, responsibilities, identify party or parties responsible for follow-up on items. Revisit each pending item at each subsequent meeting until resolution is achieved. Such meetings are considered to be incidental to the work and no additional compensation is allowed.

1.15 REMOVAL OF EXISTING PAVEMENT, CURB, SIDEWALK

The CONTRACTOR shall not be allowed additional time, compensation, or claims for the cutting and removal of existing pavement, base, sub-base, or subgrade material, or concrete curbing or concrete sidewalk/driveways either for the purpose of installing the utilities as shown on the Drawings, or for the purpose of furnishing and installing any temporary pavement or sidewalks during construction to maintain the flow of vehicular and pedestrian traffic during the installation of the utilities as shown on the Drawings. This type of work is considered to be incidental to the installation of the new utilities and the cost of any such work is to be included in the base unit price(s) for the utility to be installed. Similarly, any pavement, base, sub-base, subgrade material, concrete curbing, concrete sidewalk, or concrete driveway which is impacted during construction is to be restored to existing or better condition prior to final acceptance of the work. This work is also considered to be incidental to the installation of the utility and shall be included in the base unit price for the several items of work.

1.16 COORDINATION OF MAINTENANCE OF TRAFFIC

The CONTRACTOR is responsible for coordinating the construction of the utilities with the Maintenance of Traffic (MOT) plan for construction of the roadway and installation of the proposed storm sewer system. No additional compensation or time shall be allowed for this coordination or for any temporary utility construction or bypass systems necessary or required to complete the utility work as shown on the Drawings or as identified in the Specifications. The cost of this coordination, and for any temporary bypasses, shall be considered incidental to the cost of installation of the utility in question and shall be included in the base unit price for the several items of work.

1.17 DISCREPANCIES IN THE BID DOCUMENTS

A. Whether a project is being administered primarily by Seminole County Environmental Services Department or another division within the COUNTY, it shall be the responsibility of the CONTRACTOR to alert the COUNTY in writing within 48 hours of discovery of any apparent discrepancies in the bid documents prior to submission of bids so that any required addendums can be issued to address these concerns. Given circumstances where it can be shown that a CONTRACTOR is aware of discrepancies in the bid documents and fails to formally alert the COUNTY in writing prior to the bid opening, CONTRACTOR shall not be permitted additional compensation to comply with the COUNTY and Utility Design ENGINEER OF RECORD'S intended requirements of the bid documents.

B. Should a discrepancy in the bid documents be discovered by the CONTRACTOR after the bid opening, it shall be the responsibility of the CONTRACTOR to alert the ENGINEER in writing within 48 hours of the discovery of the discrepancy so that it can be addressed promptly to minimize impact on the project schedule. Failure of the CONTRACTOR to follow procedure shall forfeit any and all possibility for the CONTRACTOR to request additional compensation and time for the completion of construction. Further, failure of the CONTRACTOR to provide written notification of the discrepancy to the ENGINEER shall be regarded as an attempt by the CONTRACTOR to create an intentional delay in the construction and no additional compensation shall be allowed.

1.18 SEQUENCING OF WORK

The Contractor is to first construct the work along U.S. 17-92 and O'Brien Ave. since this area will also be a part of FDOT's (Hubbard's) roadway construction. All other work sequencing may be of the Contractor's choosing.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 TYPES OF SUBMITTALS

A. Construction Schedules: The Contractor shall prepare and submit to the Owner and Engineer, prior to the Preconstruction Meeting, a construction schedule showing the proposed dates for starting and completing each of the various branches of work. The schedule shall be in the form of a bar graph with a representation of the schedule of costs by months.

B. Manufacturer's data shall include all standard published information describing products, systems, methods and performance. Include manufacturer's name and address, and associations with which manufacturer of his products comply.

C. Shop drawings and schedules shall include items, products, materials, methods, anchorages, details, or any other information required to fabricate items of the Work and complete the installation which is not specifically stated or described on manufacturer's data. Shop drawings shall specifically address the Work of this project.

D. Installation instructions shall include all information required from a manufacturer or fabricator to have his product installed. This may be included as a shop drawing if such are required.

E. Warranties and Guarantees required by the Contract Documents shall begin on the official date of acceptance of the project or any portion thereof, into which the warranteed or guaranteed item was installed, constructed, or otherwise made operational. All warranties and guarantees shall be in effect for a minimum of two years unless specified for a longer period. Include all specific items covered, company names and addresses, and names of persons authorized to warrant or guarantee item(s) if not a blanket coverage.

F. Certifications and test reports of products, materials, and performance for compliance with specified requirements shall specifically address the Work and shall contain the name or signature and address of persons authorized to make such certifications.

G. Evidence of compliance to instructions shall be copies of transmittal letters or letter of verification duly signed by authorized persons.

H. Operation and Maintenance Manuals shall include all literature required to properly operate and maintain any equipment installed in the Work and shall include names and addresses of manufacturers and authorized service and/or parts representatives, and dealers and shall be delivered on or before date of beneficial occupancy. Complete requirements of Operation and Maintenance Manuals are specified in Section 01700.

I. Samples required shall be as specified and shall include identifications of the specific item and specification section to which the sample applies.

1.02 COPIES OF SUBMITTALS

A. The minimum number of copies of submittals shall be submitted as follows and does not include numbers of copies required by the Contractor for his distribution or purposes.

1. Manufacturer's data: 5
2. Shop drawings and schedules: 5
3. Installation instructions: 5
4. Warrantees and Guarantees: 4
5. Certifications and test reports: 5
6. Evidences: 5
7. Operation and Maintenance Manuals: 4
8. Samples: 3
9. Progress Schedule: 5 (initially)

B. Any copies submitted in addition to those required will be processed and returned to the Contractor. Additional copies may be in the form of a reproducible copy.

C. Submittals received by the Engineer with less than the specified number of copies included will be immediately returned to the Contractor not reviewed and without action.

D. As soon as practicable after the date of execution of the Owner/Contractor Agreement and within 60 days, the Contractor will make all required submittals.

1.03 REVIEW OF SUBMITTALS

A. All submittals required by the Contract Documents shall be sent to the Engineer or CEI administering the contract.

B. Copies of submittals to be returned for the Contractor's use will be processed and mailed to the Contractor within 14 days of receipt of each submittal by the Engineer.

C. Review of submittals is only for conformance with the design concept of the project or Work and does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents nor from responsibility for errors and omissions in the submittals.

D. Submittals received without the Contractor's signed "Checked and Approved" stamp on each copy will be Returned Without Action (RWA) and noted as such.

E. Any submittals or portions thereof not properly identified as to functions or specific items on the drawings and applicable specification section number will be returned without action (RWA) and noted as such.

F. Any submittals or portions thereof which are processed and returned to the Contractor will be marked "No Exception Taken", "Revise and Resubmit", or "Rejected". A finding of "No Exceptions Taken" does not relieve the CONTRACTOR of the responsibility to ensure that the products submitted will meet the intent of the design.

G. Submittals which refer to information or data not included in the submittal (excluding the Contract Documents) will not be checked.

1.04 WRITTEN DOCUMENTS

A. All written documents including letters, letters of transmittal and request, generated by the Contractor shall be on standard letter or legal size paper and include Contractor name, the County's project name and number, Engineer's project number, date and must be signed by authorized personnel.

B. Letters of transmittal whether written or of standard form, shall also clearly identify each part of the submittal with specification section number and drawing number and indicate the number of copies of each part. Letter requesting substitutions shall contain the same information.

C. All submittals for approval shall be individually numbered by the Contractor in sequence of order of submission. Resubmittal of revised submittals shall bear the same numbers and be clearly marked Resubmittal No. _____.

1.05 COLORS

A. The Engineer, in noting and marking submittals will use the color green.

B. The Contractor, in noting and marking submittals shall use the color red.

1.06 ON-SITE RECORDS

A. Contractor shall have at least one set of complete, approved submittals and shop drawings on the job site at all times when such work is in progress.

END OF SECTION

SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: Progress photographs shall be taken at periodic intervals, not to exceed 30 days, showing the extent and progress of the work performed as of that date. Photographs shall be taken at each location of work on the day ending period for which partial payment is requested during the development of stages and condition of work and as directed by the Engineer. Typical lift station and pipeline work shall be photographed at different stages of construction at the direction of the Engineer. Initial pre-construction photographs shall be taken no later than 14 calendar days after notice to proceed and prior to beginning of any construction, and shall show all views of the sites, including adjacent private property.

A. Final Photographs shall be taken in the same manner and location as specified for Progress Photographs.

B. At each specified time, take photographs of each major structure or area of work. Furnish 2 prints of each view.

1.02 QUALITY ASSURANCE

A. Camera and Film: Use 35 mm camera with color film as approved by the Engineer.

1.03 SUBMITTALS

A. Submit examples of photographer's work, similar to that required.

B. Submit photographs with pay request for work photographed.

C. Submit final binder at final closeout meeting.

1.04 NEGATIVES

A. Negatives shall remain the property of Contractor. Maintain negatives for period of two years from Date of Substantial Completion of entire Project. Furnish additional prints during that time, to Owner and Engineer, at commercial rates applicable at time of purchase.

PART 2 - PRODUCTS

2.01 PRINTS

A. Prints shall be 4" x 6" minimum, full color, matte finish.

B. Mounting shall be pocket-type, plastic pages with 1 in. hinged binding edge. Submit photographs in plastic pages with pay request. Binder shall be hard cover, one for each set, size suitable to contain all photographs of project.

2.02 IDENTIFICATION

A. Identify each print on back with:

1. Name of project;
2. Description of view;
3. Time and date of exposure;
4. Key plan, with location of camera and arrow to indicate the direction of view;
5. Name and address of photographer, and
6. Photographer's numbered identification of exposure.

PART 3 - EXECUTION

3.01 TECHNIQUE

A. Factual presentation with correct exposure and focus for high resolution and sharpness with maximum depth-of-field and minimum distortion.

3.02 DELIVERY OF PRINTS

A. Deliver prints monthly to accompany each request for progress payment. One set of prints each for:

1. Engineer;
2. Owner.

END OF SECTION

SECTION 01390

AUDIO-VISUAL DOCUMENTATION

PART 1- GENERAL

1.01 SCOPE OF WORK

A. Prior to commencing work, the Contractor shall have a continuous color audio-visual tape recording taken within the limits of the project to serve as a record of pre-construction conditions.

1.02 CONSTRUCTION SCHEDULE

A. Tape recordings shall not be made more than 45 days prior to construction in any area. No construction shall begin prior to review and approval of the tapes covering the construction area by the Design Engineer. The Design Engineer shall have the authority to reject all or any portion of a videotape not confirming to specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Design Engineer shall designate those areas, if any, to be omitted from or added to the audiovisual coverage. All tapes and written records shall become property of Owner.

1.03 PROFESSIONAL ELECTROGRAPHERS (VIDEOGRAPHERS)

A. The Contractor shall engage the services of a professional electrographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual tape documentation.

1.04 PRESENCE OF OWNER'S REPRESENTATIVE

A. At the time of audio-visual documentation, an Owner's representative shall be present to witness the audio-visual documentation. It shall be the Contractor's responsibility to provide written notice at least ten (10) days in advance of the day that the documentation is to be performed. No audio-visual documentation will be accepted unless advance notice is provided to the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

A. The total audio-video system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free from distortion, tearing, rolls or any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, and the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and free from distortion.

B. The recording system shall utilize EIA Standard Video and SNTSC compatible color (American TV Standard).

2.02 EQUIPMENT

A. Camera - The color video camera used in the recording system shall have EIA Standard: NTSC type color - 1.0V 75 OHMS. Video output form camera (s) shall be capable of horizontal resolution of 350 lines at center and utilize a minimum of 8:1 Zoom with a 2/3 Newvicon tube for optimum color imagery plus minimum lag through one foot candle (10 Lux).

B. Recorder - The recording shall be made with a VHS video-cassette recorder. The recorder shall record the color signal with a minimum horizontal resolution of 525 lines, 60 field, NTSC color signal, RF Modulated-72dB.

C. Video Tape Playback Compatibility - The recorded video tapes shall be compatible for playback with any American TV Standard VHS videocassette payer.

PART 3 - EXECUTION

3.01 COVERAGE

A. The recording shall contain coverage of all surface features located within the construction's zone of influence. The surface features within the construction's zone of influence shall include, but not be limited to, all roadways, pavement, detention ponds, walls, railroad tracks, curbs,

driveways, sidewalks, culverts, headwalls, retaining walls, buildings, landscaping, trees, shrubbery, and fences. Of particular concern shall be the existence or non-existence of any faults, fractures or defects. Taped coverage shall be limited to one side of the street at any one time and shall include all surface conditions located within the zone of influence supported by appropriate audio description. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.02 AUDIO CONTENT

A. Accompanying the video recording of each video tape shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free form any conversations between the camera operator and any other production technicians.

B. Video Tape Log - Each video tape shall have a log of that video tape's contents. The log shall describe the various segments of coverage contained on the video tape in terms of the names of the streets or easement, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.04 TIME OF EXECUTION

A. Visibility - All recording shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce bright, sharp video recordings of those subjects. No taping shall be performed when more than 10 percent of the area to be taped contains debris or obstructions unless otherwise authorized by the Owner or Design Engineer.

3.05 CONTINUITY OF COVERAGE

A. In order to increase the continuity of the coverage the coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area. However where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings in various positions along that proposed construction area (e.g., wooded easement area). Such coverage

shall be obtained by walking or by a special conveyance approved by the Owner or Design Engineer.

3.06 COVERAGE RATES

A. The average rate of travel during a particular segment of coverage (e.g. coverage of one side of a street) shall be directly proportional to the number, size, and value of the surface features within the construction area's zone of influence.

3.07 CAMERA OPERATION

A. Camera Height and Stability - When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed 10 feet. The camera shall be firmly mounted such that the transport of the camera during the recording process will not cause an unsteady picture.

B. Camera Control - Camera pan, tilt, zoom-in and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video tape playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.

C. Viewer Orientation Techniques - The audio and video portions of the recording shall maintain viewer orientation. To this end overall establishing views and visual displays of all visible house and business addresses shall be utilized. In easements where the proposed construction location will not be readily apparent to the tape viewer, highly visible yellow flags shall be placed, by the Contractor, in such fashion as to clearly indicate the proposed center line of construction.

END OF SECTION

SECTION 01550 - MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.01 SECTION INCLUDES

Traffic and dust control

1.02 DEFINITIONS

The term "Maintenance of Traffic" as used herein, shall include all facilities, devices, traffic control personal and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance.

1.03 REFERENCES

A. Florida Department of Transportation Roadway and Traffic Design Standards

B. Manual on Uniform Traffic Control Devices, latest edition

1.04 SUBMITTALS

Provide traffic control plan. Include proposed signs, markings, barricades, detour routes, sequencing, and phasing for vehicular and pedestrian traffic routes during construction. Submit to Seminole County traffic engineering five (5) working days prior to construction within Seminole County's right of ways, and ten (10) working days prior to the implementation of any proposed roadway closures.

1.05 QUALIFICATIONS

Provide at least one employee in the field (superintendent or forman) who holds an IMSA (International Municipal Signal Association) Work Zone Traffic Control Safety Certification. This certified employee should be on the job site when the traffic control measures are installed and when work ids occurring within the zones.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.01 SITE PREPARATION

A. Contact property owners affected by construction. Coordinate temporary driveway closures and sequencing, maintain access for all property owners during construction.

B. Remove existing pavement markings and remove or relocate existing signs as necessary to implement traffic control.

C. Install signs, markings, barricades in accordance with approved traffic control plan.

D. Implement lane closures in accordance with the parameters shown on the drawings and in the approved traffic control plan.

E. Perform work in a manner that will cause minimum interruptions to traffic.

F. Place excavated material outside roadway clear zones, and away from pedestrian facilities.

G. All trenches shall be backfilled each day prior to the completion of construction activities.

H. Where special hazards exist, install traffic control through the use of lighted concrete barriers, barricades, or other such traffic control facilities as needed to ensure public safety.

3.02 MAINTENANCE

A. Inspect traffic control devices on a daily basis to ensure placement of barricades and function of lights is maintained throughout construction.

B. Wet unstabilized areas as necessary to control dust.

C. Adjust traffic control devices as required under emergency conditions.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

A. General provisions of Contract, including General and Special Procedures.

B. Summary of Work - Section 01010.

C. Submittal requirements - Section 01300.

D. Operating and maintenance data - Section 01700.

E. Record documents of materials - Section 01720.

1.02 SECTION INCLUDES

A. Administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

B. Administrative and procedural requirements for handling requests for substitutions.

C. Requirements for Product List submittal.

1.03 SUBSTITUTION REQUESTS

A. Submit a separate request for each proposed substitution; 2 copies each on form bound into Project Manual. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.

1. Designate Specification Section and Article number.
2. Identify manufacturer by name and address, trade name, model number or catalog number.
3. List product description, performance and test data, applicable reference standards, availability of maintenance service and source of replacement materials.
4. Give itemized comparison of qualities of proposed substitution with specified product, changes required in other elements of the Work due to substitution and effect on Progress Schedule.

5. Give name and address of similar projects on which product was used and date of installation.
6. Provide cost data comparing proposed substitution with specified product and state the amount of net change to Contract Sum.

B. During Bidding period, times for submittal of substitution requests are stated in the Instructions to Bidders.

C. After Bidding period, the Engineer will not consider any written requests from Contractor for proposed substitutions of products. Subsequent requests will be considered only in case of product unavailability or other condition beyond control of the Contractor.

D. Do not order or install substitute products without written acceptance from the Engineer. Do not imply or indicate substitutions on shop drawings or product data submittals without a separate formal request.

E. The Engineer will determine acceptability of substitution. Only one request for substitution for each product will be considered. If not accepted, Contractor shall provide specified product.

F. Request for substitution constitutes a representation that the Contractor:

1. Has investigated the proposed product and determined that it is equal to or superior in all respects to the specified product.
2. Will provide same or greater warranties for proposed product as for the specified product.
3. Will coordinate installation of substitution accepted into the Work.
4. Waives all claims for additional costs due to substitution which may later become apparent.
5. Agrees to reimburse the Owner for the additional service charges of the Engineer and their Consultants for evaluation and review of the proposed substitution and any additional engineering costs required to incorporate the proposed substitution.
6. Will make all adjustments, changes, or additions as may be required to make the substituted material or utility perform according to the manufacturer's and the COUNTY'S recommendations and requirements and to make the work complete and functional in all respects, at no additional cost to the COUNTY. Determination if work is complete and functional shall be at the COUNTY'S discretion.

1.04 QUALITY ASSURANCE

A. To the fullest extent possible, provide products of the same kind, from a single source.

B. When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.

1. Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
   a. Name of product and manufacturer.
   b. Model and serial number.
   c. Capacity.
   d. Speed.
   e. Ratings.

D. The CONTRACTOR shall be responsible for the constructability and performance of any substitute materials requested by the CONTRACTOR and approved by the ENGINEER or by the COUNTY. The CONTRACTOR shall ensure that any approved substitute materials will perform to the intent of the specified materials, at no additional cost or time to the COUNTY, including the costs of installation, testing, repair, or correction of the utility system due to the performance or lack thereof of the substitute material.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products in accordance with the manufacturer's and COUNTY'S recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

B. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

C. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

D. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

E. Store heavy materials away from the project structure and existing structures in a manner that will not endanger the supporting construction.

F. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

A. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
2. Where available, provide standard products, which meet the specified requirements, of types that have been produced and used successfully in similar situations on other projects.

B. Product selection is governed by the Contract Documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:

1. Where only a single source product or manufacturer is named, provide the product indicated or submit a request for substitution for any product or manufacturer not named.
2. Where two or more sources of products or manufacturers are named, provide one of the products indicated or submit a request for substitution for any product or manufacturer not named.
3. Where Specifications describe a product or assembly, listing exact characteristics required, without use of a brand or trade name, provide any product or assembly that provides the characteristics and otherwise complies with Contract requirements.
4. Where Specifications require compliance with performance requirements, provide any products that comply with the specified requirements.
5. Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
7. Where specified product requirements are indicated to be selected from manufacturer's standard colors, patterns, textures, or similar condition, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern and texture from the product line selected.
8. The description of specific qualities takes precedence over specified reference standards. The description of specific qualities and specified reference standards together take precedence over the named products of designated manufacturers.

C. Source Manufacturers:

1. Primary source products and manufacturers named in a Specification section are listed as standards of quality to which other products will be compared.
2. Source manufacturers named in a Specification section are those manufacturers considered capable of manufacturing products conforming to the specified requirements.
3. The naming of source manufacturers in addition to the primary source product and manufacturer specified does not imply acceptance or approval of just any standard product of that manufacturer. The standard products offered by a additional named source manufacturers shall be equal to or superior in every respect to the specified or primary named source product and shall meet or exceed specification requirements.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTALLATION INSTRUCTIONS

A. When Contract Documents require installation of work to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including copies to the Engineer in accordance with Section 01300.

B. Handle, install, connect, condition, clean, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, notify ENGINEER to request additional instructions prior to installation.

C. Do not omit preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.

D. Do not proceed with work without clear instructions.

END OF SECTION

SUBSTITUTION REQUEST

PROJECT NAME: _____ DATE: _____
COUNTY PROJECT NUMBER: _____ FROM: _____

TO: Seminole County Environmental Services Department
500 West Lake Mary Blvd.
Sanford, Florida 32773

___CONTRACTOR ___BIDDER ___SUPPLIER ___MANUFACTURER

HEREBY REQUESTS ACCEPTANCE OF THE FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF DIVISION ONE OF THE SPECIFICATIONS:

1. SPECIFIED PRODUCT OR SYSTEM:
   Generic Description:

   Specification Section No. _____ Art. ___ Para.

2. SUPPORTING DATA:
   ___Product data for proposed substitution is attached (description of product, reference standards, performance and test data).

   ___Sample attached. ___Sample will be sent if requested.

3. PRODUCT OR SYSTEM QUALITY COMPARISON:

	SPECIFIED PRODUCT	SUBSTITUTION
Name, brand:	_____	_____
Catalog No.:	_____	
Manufacturer:	_____	
Vendor:	_____	
Significant variations:	_____	

   Maintenance Service Available Locally: ___Yes ___ No

   If yes, location:

   Spare Parts Source:

4. EFFECT OF SUBSTITUTION:

   Affects other parts of work: __ No __ Yes

   Explain:

Substitution changes Contract Time: Add/Deduct ____days.

Saving or credit to Owner if accepted: $_____.

Extra cost to Owner if accepted: $_____.

5. PREVIOUS INSTALLATIONS:

Attach list of local similar projects on which proposed substitution was used and dates of installations.

6. STATEMENT OF CONFORMANCE TO SECTION 01600 AND ALL OTHER CONTRACT REQUIREMENTS OF PROPOSED SUBSTITUTION:

I / we have investigated the proposed substitution and:

a. believe that it is equal or superior in all respects to specified product, except as stated above; and
b. will provide the same warranty as specified for specified product; and
c. have included complete cost data and implications of the substitution; and
d. will pay redesign and special inspection costs caused by the use of this product; and
e. will pay additional costs to other contractors caused by the substitution; and
f. will coordinate the incorporation of the proposed substitution in the Work; and
g. will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning; and
h. waive future claims for added cost to Contract caused by the substitution; and
i. agree to pay to the Owner or Engineer the hourly rate of Seventy Dollars ($70.00) per hour for cost of Engineer to evaluate and review the proposed substitution.

Name and Title: _____ Date: _____

Signature: _____

ENGINEER'S REVIEW AND ACTION:

__Substitution not accepted.

__Resubmit with additional information:

__Substitution is accepted.

__Substitution is accepted, with the following comments:

By: _____ Date: _____

4/18/07

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUBMITTALS

A. All facilities to be owned or maintained by the County shall be located on County property, within County or State (FDOT) rights-of-way as applicable or in an easement dedicated to the County for the uses intended. Proof of satisfactory completion of water and sewer facilities, satisfactory bacteriological tests, FDEP Certificates of Completion or Letter of Release, maintenance bonds, itemized construction costs, bills of sale, appropriate legal deeds and executed easements as well as record drawings shall be furnished to the County before final payment is made.

B. Operating Manuals Data:

1. The Contractor shall furnish to the Engineer required copies of all maintenance manuals, instruction books, parts lists, and installation drawings bound in ringed binders for plug valves and other mechanical equipment furnished under this contract. It shall be the Contractor's responsibility to satisfy the Owner's requirements regarding such data. Manuals, parts lists, etc. shall be presented to Owner at time of final inspection unless specifically requested earlier. All submittals shall be in a binder and neatly indexed and tabbed.

2. Binder: The manuals shall be in 9-inch by 12-inch three-ring binders of a size to facilitate easy turning of the pages. The binders shall have a full size transparent built-in plastic pocket on the front to accommodate a label showing the name and location of the project, date of completion, Engineer name and contractor's name, address and phone number. On the binding edge the binders shall have a clip-on metal frame or built-in plastic pocket to accommodate a label showing the name and location of the project and the date of completion.

3. Index: The Contractor shall furnish a neatly typed index in alphabetical or numerical order. Each major division shall list the equipment in alphabetical or numerical order. Listed under each of these major divisions shall be all items specified on the drawings as furnished with major items listed. These secondary items shall also be listed in alphabetical or numerical order. To the right of each of these equipment designations shall be the tab number under which the information can be found.

4. Tabs: Behind the index, provide numbered tabs beginning with one thru the number required for each type of equipment. Behind the tab, insert all shop drawings, shop-cuts, parts manuals, installation manuals and operation manuals associated with each item furnished. Only one tab will be required for each different material provided. The index designation shall refer to the tab number behind which the information on the equipment can be found.

C. For utility systems being dedicated to or systems where the design and construction is paid for by the County, a two (2) year maintenance bond, or a Letter of Credit or similar instrument satisfactory to the County, equal to ten percent (10%) of the final utility construction costs shall be posted before Seminole County Utilities will recommend the facilities be accepted by the Board of County Commissioners. See Sections 35.44 and 40.36 of the *Land Development Code*.

D. Release of Lien Statement:

1. The CONTRACTOR shall submit with his request for final payment sworn statements on the Owner's form from himself and each subcontractor, Material or Labor Supplier who has filed a "Notice to Owner" that all work has been completed and that all bills for labor, materials, and subcontractor's work on the project have been paid for in full.

E. Record Drawings:

1. The CONTRACTOR shall ensure that all record drawings be field verified, certified, signed and sealed by a State of Florida registered professional land surveyor hired by the CONTRACTOR who will be responsible for the accuracy of all dimensions, locations and elevations in accordance with the Owners requirements and "Minimum Technical Standards." A State of Florida registered professional engineer must also sign and seal the record drawings certifying that the construction is in conformance with the approved construction plans. Record drawings are required prior to final inspection of the project.

2. The CONTRACTOR is required to maintain the record drawings as construction progresses. The Contractor shall accommodate the Engineer's and the Owner's review and inspection of the record drawings on a schedule, as determined by the Engineer and the Owner to facilitate confirmation of this requirement. The Owner, at their discretion, may delay monthly progress payments to the CONTRACTOR until the requirements of this section are complied

with. The Owner may also withhold additional retainage for failure to comply with the requirements of this section.

3. At least four (4) complete sets of record drawings must be received by the County three (3) full working days prior to final inspection. The record drawings will be compared to the approved construction plans and shall be subject to field verification by the Owner, Engineer, and Contractor before final inspection of the project. Record drawings shall be required for sections of watermains or sewer forcemains that are to be cleared for use by FDEP or other regulatory authorities as needed. No additional compensation shall be provided to the CONTRACTOR for the preparation of these interim record drawings for FDEP clearance purposes.

4. Residential project dimensions are to be referenced from a permanent and easily recoverable physical monument (i.e., fire hydrant, property corner, street intersection, center line of road, etc.). Commercial projects shall be referenced from buildings and other pertinent structures.

   a. The horizontal location of new water mains, valves, blow offs, meters and/or meter boxes, manholes, force mains, lift stations and reclaimed water lines, and points of connection to existing water mains, force mains, manholes, lift stations, marker balls, and reclaimed water lines shall be referenced by distance to at least two permanent points.
   b. The vertical location of new and points of connection to existing gravity sewer mains, reclaimed water mains and manholes, lift stations, water mains and force mains shall be referenced by distance to at least one permanent point.
   c. The location of electronic marker balls installed during construction shall be noted on the record drawings by the symbol "EMB." Dimensions of the actual installed location of all utility lines constructed within an easement shall be shown on the record drawings.

5. Four (4) copies of a site survey of the approved lift station site, if applicable, must be received by the County. The survey shall be certified by a State of Florida registered professional land surveyor and include the legal description of the property.

6. At least one copy of the project CADD file showing all improvements, including the lift station site survey, shall be provided to inspection after the final inspection and prior to acceptance by the Board of County Commissioners.

F. Final Inspection:

1. Final inspection will be held upon completion of the project. The Contractor shall notify the Owner, upon completion, to arrange an inspection tour of the completed project.

2. The Contractor, and the Owner's representatives shall be present for the inspection.

END OF SECTION

SECTION 01720 - RECORD DRAWINGS

PART 1 - GENERAL

1.01 DESCRIPTION: The Work covered under this section shall include furnishing the Engineer all information necessary for a complete set of Record Drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Record Drawings information shall be in strict accordance with the following codes and standards:

A. Local county, municipal and utility codes

B. Department of Environmental Protection (FDEP)

C. Other Sections of these Specifications

1.03 MATERIALS: The Contractor shall mark on the construction drawings of the Contract Documents all field information.

PART 2 - PRODUCTS

2.01 RECORD DRAWINGS: The record drawings shall correctly and accurately show all changes from the Contract Documents made during construction and shall reflect surveyed information which shall be performed by a professional engineer or land surveyor registered in the State of Florida. The drawings shall be neat and legible. Show all elevations and horizontal control of all storm sewer, gravity sewers including laterals, electric cables, television cables, telephone cables, force mains, water mains, and reclaimed water mains which are crossed. Recording shall be for <u>all</u> utilities including those shown on the drawings and those exposed during construction.

A. Water, Reclaimed Water, and Sewer Mains: Record drawings shall show the following field information:

1. Show material used to construct mains.
2. Show location of mains, tees, crosses, bends, terminal ends, valves, manholes, etc., by distances from known above ground reference points (manholes, catch basins, ROW centerlines, etc.).
3. Show location of all sleeves.
4. Show all depth of cover over pipe.
5. Elevation and horizontal control of all gravity sewers, including laterals, pressure sewer mains, etc. which are crossed.

6. Elevation and horizontal control of all pressure water and sewer stubouts including service laterals.
7. Location of all existing lines and/or utilities encountered during construction.
8. Location of all marker balls at 100 foot intervals on mains, valves, tees, crosses, terminal ends of sewer laterals, etc. (See Section 02666–Identification and Marking Materials.)

B. Paving: Record drawings shall show the following information:

1. Paving: As constructed elevations corresponding to plan elevations.

C. Lift Station: Record drawings shall show the following information:

1. Surveyed layout of all structures, buried valves, conduits and piping.
2. Revisions and additions to dimensions, elevations or notes.
3. Emergency pump-out connection location.
4. Location of connections to existing piping.
5. Materials used in construction on the site.
6. Pump test results for working pump rate and TDH.
7. Other pertinent information.

PART 3 - EXECUTION

3.01 RECORDS: Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings. Seminole County Environmental Services Department requires that subsurface utility improvements have their physical locations surveyed the same day as they are installed (i.e., mains, valves, manholes, etc.). Surveyed locations and elevations are to be available upon request to the County and Engineer.

The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawings information will be accepted from subcontractors.

3.02 SUBMITTAL: The project shall not be considered to be in substantial completion until record drawings have been submitted and accepted by the Engineer. Prior to final payment the record drawings shall be revised by the Contractor to reflect any changes which have occurred since the substantial completion submittal.

END OF SECTION

SECTION 02104 - PROTECTION OF SHRUBS, TREES AND OTHER PLANTINGS

PART 1 - GENERAL

1.01 SCOPE: The Work under this section includes the furnishing of all labor, materials, tools and equipment necessary to properly preserve, protect and maintain trees, shrubs and other plantings adjacent to the work that are not to be removed.

1.02 APPLICABLE SECTIONS: For Grassing and Sodding, see Section 02930.

PART 2 - PRODUCTS - N/A

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING TREES AND SHRUBS:

A. The Contractor shall enclose the trunks of trees adjacent to his work that are not to be removed. The Contractor shall protect them from injury from piled material, from equipment, from his operations, or other functions of Work. Excavating machinery and cranes shall be of suitable type and size and so operated with care to prevent injury to trees not to be removed especially to overhanging branches and limbs.

B. Cutting of branches, limbs, and roots shall be subject to the approval of the Engineer, and shall be paid for by the Contractor. All cutting shall be smoothly and neatly done without splitting or crushing. In cases of cutting or unavoidable injury to branches, limbs, or trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint. All tree trimming and cutting of trees are to be done by a qualified and approved tree surgeon and shall be paid for by the Contractor.

C. Prior to commencing construction, the Contractor shall inform the private owners of shrubs, plants, etc. in the project area so that the owners of the affected shrubs, plants, etc., may remove them if they so desire; otherwise said plants and shrubs shall be removed by the Contractor, and shall be replanted or replaced in kind by the Contractor upon completion of construction at no additional cost.

D. The Contractor will be required to replant or replace in kind any sod, shrubs, plants, etc., removed during construction. He will be required to block out sod in neat squares provided it is to be replanted within 48 hours, wrap root area of plants, shrubs, etc., with burlap bags, wet down and keep in good condition for replanting. The Contractor will also be required to replace the topsoil within the limit of the construction in non-pavement areas. Any sod removed and replanted shall be handled in accordance with Section 575 of the DOT Specifications. See Section 02930, Grassing and Sodding, for other requirements.

E. The Contractor shall notify the Owner of the project at least two weeks prior to the beginning of construction so that he may remove any trees, shrubs, sod, etc., from the construction area.

END OF SECTION

SECTION 02110 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this section of the specifications consists of clearing and grubbing for the construction as shown on the plans, and the disposal of materials and debris resulting from the clearing and grubbing operations. The area of construction shall be cleared as required, subject to the approval of the Owner. The extent of clearing shall be minimized to the width required for installation of the work. The Contractor is expected to visit the sites of the work and determine for himself the extent of the clearing and grubbing necessary for his construction operations.

PART 2 - PRODUCTS - N/A

PART 3 - EXECUTION

3.01 CLEARING: Clearing only consists of the removal of all trees, living or dead, stumps, down timber, brush, rubbish and all other objectionable debris, from the area to be cleared. Trees, stumps and brush may be cut off flush with the surrounding ground surface or removed with a bulldozer at the option of the Contractor. Should selective clearing be desired, the Engineer will select and mark, or otherwise designate, the trees or ornamentals to remain standing.

3.02 CLEARING AND GRUBBING: On areas specified to be cleared and grubbed, all trees, stumps, down timber, brush and other objects standing on or protruding from the ground shall be removed. All roots shall be grubbed and removed a minimum of 18 inches below the surface of the ground. Holes caused by grubbing operations shall be filled to the level of adjacent ground.

3.03 SELECTIVE CLEARING AND/OR GRUBBING: Special attention shall be given by the Contractor to saving, protecting and preserving any existing trees, shrubs or other vegetation so designated by the Engineer and/or Owner. The Owner or his representative will select and mark, or otherwise designate, trees, ornamentals or other vegetation to be preserved.

3.04 DISPOSAL: All material and debris resulting from clearing, or clearing and grubbing, operations shall be disposed of in a manner approved by the Engineer. It shall be the responsibility of the Contractor to obtain permits for hauling and disposal in areas where such permits are required and he shall be responsible for any and all damage to surrounding property or areas caused by his hauling operations.

3.05 CLEANUP: In accordance with the GENERAL CONDITIONS.

END OF SECTION

SECTION 02140 - DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION: The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The dewatering of any excavation areas and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations. The CONTRACTOR shall obtain any required dewatering permit from the appropriate agencies (SJRWMD) prior to commencing dewatering operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 DEWATERING: The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other ENGINEER approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the ENGINEER's approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

3.02 Dewatering equipment shall meet the following residential sound limits of 67 DB at 15 feet from dewatering equipment. The engine driven pumping equipment shall not be located within 25 feet of any residential unit.

3.03 DISPOSAL: Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in

writing by the ENGINEER. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

3.04 COMPENSATION: Dewatering shall be considered as incidental to the cost of the several bid items required for the installation of the proposed utility and no additional compensation shall be allowed.

END OF SECTION

SECTION 02150 - SHEETING AND SHORING

PART 1 - GENERAL

1.01 SCOPE: The work under this section includes the furnishing of all labor, materials, tools and equipment necessary to prevent cave-in of excavations and trench walls or settlement of areas adjacent to excavations and trench walls.

1.02 GENERAL REQUIREMENTS: The Contractor shall provide and install such sheeting and shoring as required to support the sides of any excavation to prevent earth movement that could endanger the work or workmen, or any existing structures, or to confine the construction within a specified area such as an easement or street right-of-way. Sheeting and shoring shall be used when the angle of repose for sloping of sides cannot be obtained. It shall be the Contractor's responsibility to place this sheeting and shoring for such protective purposes without the Owner's or Engineer's instructions. All sheeting placed below the crown elevation of pipe shall be left in place and trench backfilled in accordance with the applicable sections of the Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Steel or wood sheeting may be used at the Contractor's option. Sheeting shall be of adequate strength for the purpose intended.

B. Where conditions permit, steel drag shields or trench boxes may be used. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

PART 3 - EXECUTION

3.01 GENERAL

A. The Contractor shall provide and install sheeting and shoring as necessary. Sheeting and shoring will be considered as being for Contractor's convenience and benefit, and all costs of furnishing, installing and removing same shall be borne by him. Sheeting may be timber or steel at the Contractor's option unless otherwise specified on the Contract Drawings or elsewhere in these specifications.

B. Steel sheeting above the crown elevation of pipe may be completely removed when sufficient backfill has been placed to prevent damage to the work and/or existing structures. Care shall be exercised to prevent the

opening of voids during the extraction process. Unless otherwise directed by the Engineer, all timber sheeting shall be cut off thirty (30) inches below grade and left in place, with proper bracing to provide lateral support. All sheeting placed below the crown elevation of pipe shall be cut off above the pipe crown elevations and left in place. No payment will be made for sheeting or drag shields under this Contract. The cost therefore shall be merged with the cost of the items to which the sheeting or drag shields is incidental or appurtenant.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Preparation of subgrade for building slabs and walks.

B. Excavation, fill, and backfill.

1.02 QUALITY ASSURANCE

A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.03 PROJECT CONDITIONS

A. Locate existing underground utilities in areas of work. Provide adequate means of support and protection during earthwork operations.

B. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

C. Do not interrupt existing utilities serving occupied facilities.

D. The use of explosives is not permitted.

E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

1.04 SUBMITTALS - N/A

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Acceptable Soil Materials: ASTM D2487 soil classification groups GW, GP, GM, SM, SW and SP. No more than 12 percent of acceptable soil materials shall pass the number 200 sieve.

B. Unacceptable Soil Materials: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT.

C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

D. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing a 1-1/2 in. sieve and not more than 5 percent passing a No. 4 sieve.

E. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2 in. in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.

PART 3 - EXECUTION

3.01 EXCAVATION

A. Foundation Preparation Excavation:

1. Excavate structure area extending at least one foot outside the perimeter of the wall footing limits down to 4 ft. below existing ground surface or 2 ft. below footing bottom whichever is lower.
2. Compact excavation subgrade as specified. Perform field density tests and have subgrade approved before backfilling.
3. Perform backfilling, compacting and testing of foundation excavation in incremental lifts to the level of the footings and slabs as specified.

B. Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.

C. Unauthorized Excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.

D. Additional Excavation:

1. When unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Engineer.
2. Removal of unsuitable material and its replacement as directed will be paid for in accordance with the lump sum contract price for sitework.

E. Stability of Excavations:

1. Slope sides of excavations in accordance with OSHA regulations and comply with local codes and ordinances having jurisdiction.
2. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
3. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

F. Shoring and Bracing:

1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

G. Dewatering:

1. Contractor is solely responsible for the design, installation, and operation of dewatering systems and their safety and conformity with local codes and regulations.
2. Prevent surface water and subsurface or ground water from flowing into excavations.
3. Do not allow water to accumulate in excavations.
4. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
5. Draw groundwater table down at least one ft. below wetwell slab bottom excavation and maintain at least 2 ft. below the level of compaction of backfill material for wetwell or piping.
6. Draw groundwater table down to a level at least 6 ft. below existing ground surface to permit excavation and compaction of soils beneath wall, piping or equipment foundations. Maintain groundwater table at least 2 ft. below the level of compaction of excavation subgrade and backfill material.

H. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

I. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 ft., and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, other construction, and for inspection.

1. In excavating for footings and foundations, take care not to disturb bottom of excavation.
2. Excavate by hand to final grade just before concrete reinforcement is placed.
3. Trim bottoms to required lines and grades to leave solid base to receive other work.

J. Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 6 in. clearance on each side of pipe or conduit.

1. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.
2. Where rock is encountered, carry excavation 6 in. below scheduled elevation and backfill with a 6 in. layer of crushed stone or gravel prior to installation of pipe.
3. For pipes or conduit 5 in. or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
4. For pipes or conduit 6 in. or larger, and other work indicated to receive subbase, excavate to subbase depth indicated, or, if not otherwise indicated, to 6 in. below bottom of work to be supported.
5. Except as otherwise indicated, excavate for exterior water-bearing piping so top of piping is minimum 3'0" below finished grade.
6. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
7. Backfill trenches with concrete where trench excavations pass within 18 in. of wall footings and which are carried below bottom of such footings, or which pass under wall footings.

K. Do not backfill trenches until tests and inspections have been made and backfilling authorized by Engineer.

3.02 COMPACTION

A. Compact soil to the following percentages of maximum dry density relationship of the Modified Proctor, ASTM D1557.

1. Structures, Building Slabs and Pavements: Compact subgrade and each layer of backfill or fill material at 98 percent maximum dry density. Compaction shall be performed in 12 in. lifts.

2. Lawn or Unpaved Areas: Compact subgrade and each layer of backfill or fill material at 95 percent maximum dry density. Compaction shall be performed in 12 in. lifts.
3. Walkways: Compact subgrade and each layer of backfill or fill material at 95 percent maximum dry density. Compaction shall be performed in 12 in. lifts.

B. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.03 BACKFILL AND FILL

A. Place specified soil material in layers to required subgrade elevations:

1. In excavations, use satisfactory excavated or borrow material.
2. Under grassed areas, use satisfactory excavated or borrow material.
3. Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both. Place shoulders along edges of subbase course to prevent lateral movement with satisfactory excavated or borrow material.
4. Under steps, use subbase material.
5. Under building slabs, use drainage fill material.
6. Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 deg. of cylinder.

B. Backfill excavations as promptly as work permits, but not until completion of the following:

1. Acceptance of construction below finish grade including waterproofing and perimeter insulation.
2. Inspection, testing, approval, and recording locations of underground utilities.
3. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.

C. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

D. When existing ground surface has a density less than that specified for particular area classification, break up ground surface, pulverize, moisture–condition to optimum moisture content, and compact to required depth and percentage of maximum density.

E. Place backfill and fill materials in layers of 8 in. loose depth for material compacted by heavy compaction equipment, (take care and necessary precautions not to cause settlement and/or damage to adjacent slabs, walls, structures, etc.) and 4 in. in loose depth for material compacted by hand operated tampers.

F. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

G. Place backfill and fill materials evenly adjacent to structures, without wedging against structures or displacement of piping or conduit. Compaction equipment used within 10 ft. of buried walls and soil supported structures shall not exceed 2000 lbs.

3.04 GRADING

A. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding and as follows:

1. Finish to within not more than 0.10 ft. above or below required subgrade elevations.
2. Walks: Shape surface to line, grade and cross-section, with finish surface not more than 0.10 ft. above or below required subgrade elevation.
3. Pavements: Shape surface to line, grade and cross-section, with finish surface 1/2 in. above or below required subgrade elevation.

B. Grading Surface of Fill under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to 1/2 in. below required elevation.

3.05 FIELD QUALITY CONTROL

A. The Contractor shall employ an independent, approved soils testing laboratory to perform soil testing and inspection service for quality control testing during earthwork operations. The testing laboratory shall comply with the latest edition of the "Recommended Requirements for Independent Laboratory Qualification", published by the American Council of Independent Laboratories.

B. If the tests, and any subsequent retests, indicate the material and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay the laboratory costs incurred in such tests.

C. Testing service is to inspect and approve subgrades and fill layers before further construction work is performed.

D. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.

1. Paved Areas and Structure Slab Subgrade:

a. One field density test of subgrade for each 1000 sq. ft., minimum 2 tests.
b. One field density test for each layer compacted fill, for each 1000 sq. ft., minimum 2 tests each layer.

E. Perform density testing along utility pipelines in accordance with ASTM D1557 or AASHTO T180:

1. Two tests for each 300 linear feet of pipeline or fraction thereof per lift of general backfilling in the pipeline trench.

2. One test for each 100 square feet or fraction thereof of backfill around and under structures, with a minimum of two tests per lift.

3. One test per lift per each change in type of fill.

F. If in the opinion of Engineer, based on testing service reports and inspection, subgrade or fills which have been placed below specified density, provide additional compaction and testing at no additional expense to Owner.

G. The testing laboratory shall promptly notify the Contractor, Owner, and the Engineer of irregularities or deficiencies of work that are observed during performance of services. Laboratories shall submit one (1) copy each of all reports, signed and sealed by a licensed Professional Engineer or Professional Geologist, directly to the Contractor, Engineer, and Owner. .

3.06 CLEANING AND PROTECTION

A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

C. Remove excess excavated and waste materials, including unacceptable excavated material, trash and debris, and legally dispose of it off Owner's property.

END OF SECTION

SECTION 02220

SITE DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Demolition of designated site structures, retaining walls and foundations and removal of materials from project site.

B. Disconnecting and capping or removal of identified utilities.

C. Filling voids in subgrade created as a result of removals or demolition.

D. Disposal of demolished materials.

1.02 RELATED SECTIONS

A. Section 02200 - Earthwork

B. Section 02260 - Finish Grading

1.03 REGULATORY REQUIREMENTS

A. Conform to applicable State and local codes for demolition of structures, safety of adjacent structures, dust control, and runoff control.

B. Obtain required permits and licenses from appropriate authorities. Pay associated fees including disposal charges.

C. Do not close or obstruct roadways, sidewalks, or fire hydrants without appropriate permits.

D. Conform to applicable regulatory procedures when hazardous or contaminated materials are discovered.

1.04 RECORD DOCUMENTS

Accurately record actual locations of capped utilities and subsurface obstructions that will remain after demolition.

1.05 SEQUENCING

A. Interruption of facility operations must be kept to a minimum and no interruption of service to the Owner's customers can be allowed.

B. The abandoned water treatment plant can be demolished at any time.

1.06 SCHEDULING

Notify the Owner, utility companies or local authorities furnishing gas, water, electrical, telephone or wastewater service, a minimum of fourteen (14) calendar days prior to starting the work, to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.07 PROJECT CONDITIONS

A. Owner assumes no responsibility for condition of structures to be demolished.

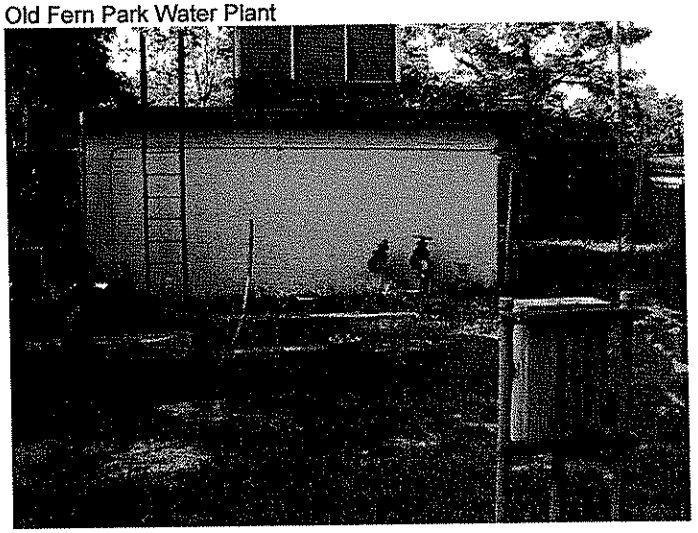
B. Conditions existing at time of inspection for bidding purposes will be maintained by Owner as practicable.

C. Unless otherwise indicated in Contract Documents or specified by the Owner, items of salvageable value to Contractor shall be removed from site and structures. Storage or sale of removed items on site will not be permitted and shall not interfere with other work specified in Contract Documents.

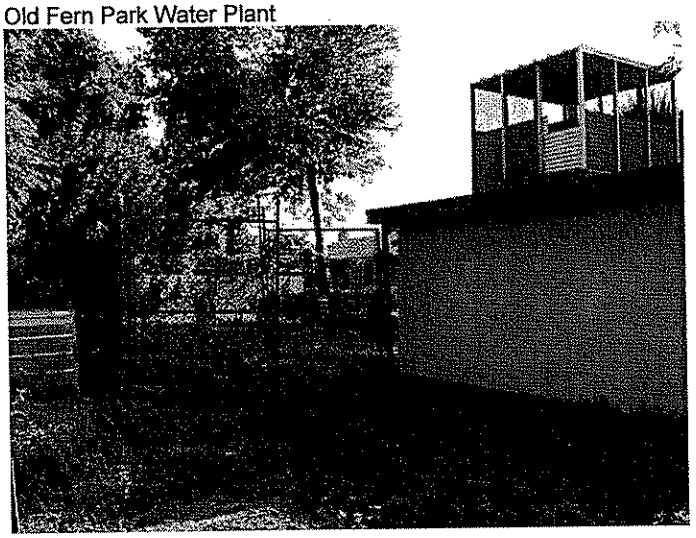
D. Explosives shall not be brought to site or used to demolish structures.

E. The following are photos of the abandoned water treatment plant site that is to be demolished.

Old Fern Park Water Plant



Old Fern Park Water Plant



1.08 DISPOSAL OF MATERIALS

Materials that must be removed shall be legally disposed of by the Contractor unless otherwise directed by the Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. All existing pipelines and utilities shown on the Contract Drawings are not to be interpreted as the exact location or as the only obstacles that may occur on the site. The Contractor shall verify all existing conditions, prior to construction activities, and proceed with caution around anticipated features.

B. Provide, erect, and maintain erosion control devices, temporary barriers, and security devices prior to construction to protect the public and project personnel from injury due to the demolition work.

C. Protect existing landscaping materials, appurtenances, and structures which are not to be demolished. Repair damage caused by demolition operations at no cost to Owner.

D. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as needed.

E. Mark location of utilities. Protect and maintain in safe and operable condition utilities that are to remain. Prevent interruption of existing utility service to occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities as acceptable to governing authorities and Owner.

F. Restrict all operations including ingress and egress to the plant site to the property owned by the County and public right-of-way. Due to the proximity of adjacent private property, take special care to not damage private property or encroach onto private property. Limit demolition operations to occur between 9:00 a.m. and 5:00 p.m. Monday - Friday. Contact adjacent property owners prior at least 48 hours prior to commencing demolition to inform them of the proposed work and schedule. Provide each property owner with a contact name and phone number of the Contractor's onsite representative during the demolition operations.

3.02 SALVAGE

The Owner will not be salvaging any material from the abandoned water treatment plant site. All material at this site designated to be removed will become property of the Contractor and shall be removed from the site.

3.03 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent structures or pavements.

B. Cease operations immediately if adjacent structures appear to be in danger. Notify Owner and Engineer. Do not resume operations until directed by Owner.

C. Conduct operations with minimum of interference to public or private access. Maintain ingress and egress at all times.

D. Sprinkle work with water to minimize dust. Provide hoses and water connections for this purpose.

E. Comply with governing regulations pertaining to environmental protection.

F. Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations. Return adjacent areas to condition existing prior to start of work.

3.04 DEMOLITION

A. Demolish buildings completely and remove from site using methods as required to complete work within limitations of governing regulations. Small structures may be removed intact when acceptable to Owner and authorities having jurisdiction.

B. Locate demolition equipment and remove materials so as to prevent excessive loading to supporting walls, floors, or framing.

C. Demolish concrete and masonry in small sections. Remove slabs-on-grade and below grade construction to a depth of 4 feet below grade. Slabs left more than 4 feet below grade are to have holes punched through the slabs (minimum hole size of 4-inches), with a minimum of one hole per every 50 square feet of slab.

D. Wherever piping is removed for disposition, adjacent pipe, and headers that are to remain in service shall be blanked off or plugged and then anchored in an approved manner. Remove all process and yard piping and valves which are in conflict with the proposed work and are not to remain in service

E. Repair or restore any damage done to existing facilities which are to remain, at no cost to, and to the satisfaction of the Owner

3.05 FILLING VOIDS

A. Completely fill below grade areas and voids resulting from demolition or removal of structures, underground fuel storage tanks, wells, cisterns, etc., using acceptable material as defined in section 02200.

B. Ensure that areas to be filled are free of standing water, or unsuitable material, trash, roots, and debris prior to fill placement.

C. Place fill materials in accordance with Section 02200 unless subsequent excavation for new work is required.

D. Grade surface to match adjacent grades and to provide flow of surface drainage after fill placement and compaction.

E. Sod all disturbed onsite areas with Bahia sod.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from site debris, rubbish, and other materials resulting from demolition operations.

B. No burning of any material, debris, or trash on-site or off-site will be allowed.

C. Transport materials removed from demolished structures with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities and appropriate property owners.

3.07 CLEANUP

A. Clean the Project site to a condition satisfactory to the Owner, free from demolished materials, rubbish or debris. Grade the site to meet adjacent contours and provide a positive flow for surface drainage.

B. Restore items intended to remain that have been damaged by demolition work at no cost to, and to the satisfaction of the Owner.

C. Return all interrupted utility services to their pre-demolition state and disconnect temporary services, unless otherwise specified.

END OF SECTION

SECTION 02260 - FINISH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION: To bring to finished elevations all earth materials as called for in drawings. This general work includes the completion of finish grading so that surfaces of compacted material are correctly oriented with the requirements of the slab or other component which will rest on the grade at that point.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Fill: All fill shall be clean sand, free from debris, vegetable matter and other deleterious substances.

B. Topsoil: All topsoil material on the site that is determined by the Engineer to be satisfactory for landscaping and/or grassing operations shall be stockpiled near the excavation limits for such use unless otherwise directed by the Engineer.

PART 3 - EXECUTION

3.01 GRADING: Fill, backfill and rough grade as necessary to bring entire site level with elevations of undersides of concrete slabs, walks, paving and finished landscaping as indicated on drawings or in specifications.

3.02 FINISH GRADING:

A. Where elevations are indicated on plans, obtain such finish elevations, and establish uniform slopes of finish grades between indicated elevations.

B. Where elevations are not indicated, establish and obtain uniform slope from finished spot elevations at the exterior face of the building out to the nearest indicated elevations for finished grades, as shown on plans.

END OF SECTION

SECTION 02405

HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pipeline Materials and Fittings

B. Directional Drilling

1.02 RELATED SECTIONS

A. Section 01550 - Maintenance of Traffic

B. Section 02240 - Dewatering

1.03 REFERENCES

A. American Water Works Association (AWWA) latest edition:

1. AWWA C153 - Ductile Iron Compact Fittings for Water Service
2. AWWA C901 - Polyethylene Pressure Pipe and Tubing, ½ Inch Through 3 Inch for Water Service
3. AWWA C906 - Polyethylene Pressure Pipe and Fittings, 4 Inch Through 63 Inch for Water Distribution and Transmission

B. American Society for Testing and Materials (ASTM) latest edition:

1. ASTM D3261 - Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing

C. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest implemented edition:

1. Section 555 - Directional Bore.

1.04 SUBMITTALS

A. Provide technical data for the equipment, method of installation, and proposed sequence of construction. Provide information on how the bore is to be steered and the information recorded.

B. Provide information showing staging and pipe stringing areas and site access during pipe joining.

C. Submit maintenance of traffic plan.

D. Submit pipe catalog information confirming that pipe, fittings, joints, and other materials conform to the requirements of this Section.

E. Submit pipe manufacturer's most current calculations regarding tensile load limitations for trenchless installations.

F. Submit bore logs that clearly indicate the pipe diameter, location (by station), and depth below grade of the installed pipeline, recorded every 20 feet maximum along the pipeline. Submit within 7 days of the completion of each bore.

G. Provide record drawings. Include on the drawings pipeline horizontal and vertical data recorded every 20 feet along the pipeline.

1.05 QUALITY ASSURANCE

A. Provide reference documenting successful similar horizontal directional drilling installations by Contractor or, if directional drilling is to be done by a subcontractor, provide references of subcontractor. Provide at least 3 references showing location of project, diameter of pipeline directional drilled, and length of bore. Provide contact names and phone numbers for each reference. Conventional trenching experience or jack and bore experience will not be considered applicable.

B. Submit certificates of qualifications for persons fusing polyethylene pipe and fittings, and provide documentation showing that the persons making heat fusion joints have received training in the manufacturer's recommended procedure. Persons fusing polyethylene pipe and fittings shall have a minimum of 2 years experience fusing pipe and shall have received training on the equipment to be utilized.

C. If requested, provide training from manufacturer's certified trainers on the manufacturer's recommended butt fusion and saddle fusion procedures to the installation personnel, and to inspectors representing the Owner.

PART 2 PRODUCTS

2.01 BORING EQUIPMENT

The size of the horizontal directional drill rig used shall be the industry standard size needed based on drilling distance, pipe diameter, and soil conditions.

2.02 POLYETHYLENE PIPE, FITTINGS, AND ACCESSORIES

A. Polyethylene pipe and fittings 4-30 inch diameter shall be in accordance with AWWA C906, standard code designation PE 3408. Pipe 4-30 inch diameter shall be DR11, PC 160. Pipe 36-40 inch diameter shall be DR 13.5, PC 130. The pipe sizing shall be in accordance with Ductile Iron Sizing System (DIOD).

B. Polyethylene mechanical joint adapters and flange adapters shall be manufactured in accordance with AWWA C906. Mechanical joint adapters shall be fitted with gland rings pressure rated equal to or greater than the mating pipe, and shall be made with sufficient through-bore length to be clamped in a heat fusion joining machine without the use of sub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gastketless sealing, or to restrain the gasket against blow-out.

C. Glands, bolts, and gaskets shall be manufactured in accordance with AWWA C153. Bolts and nuts shall be grade 2 or higher.

2.03 POLYETHYLENE (PE) PRESSURE PIPE AND TUBING, JOINTS AND FITTINGS (½ INCH THROUGH 3 INCH)

A. Polyethylene tubing ½ -3 inch diameter for services that are directional bored shall be polyethylene tubing in accordance with AWWA C901, standard code designation PE 3408, DR 9 (outside diameter based dimension ratio), PC 200, and shall be NSF approved.

B. Joints in SDR-PR PE pipe shall be butt heat fusion or socket heat fusion type.

C. Fittings shall be manufactured of the same material as the pipe and shall be of the same DR.

D. Provide adapters as required to join PE pipe-to-pipe, fittings and equipment of other materials.

2.04 PIPELINE IDENTIFICATION

Pipeline identification shall be in accordance with Section 02666.

2.05 LOCATING WIRE

Locating wire shall be color-coded 12 gauge continuous insulated wire. Color coding shall be similar to pipeline identification colors. Three locate wires shall be pulled with the pipe.

PART 3 EXECUTION

3.01 GENERAL

A. Locate positions of entry and exit pits, establish elevation and horizontal datum for bore head control, and lay out pipe assembly area. Lay out and assemble pipe in a manner that does not obstruct adjacent roads, and commercial or residential activities adjacent to construction areas.

B. Proposed deviations from the bore path due to underground obstructions shall be approved by the Engineer prior to construction.

C. As-built variance from designed borepath shall be within 6 inches in the vertical plane and within 2 feet in the horizontal plane.

D. Final acceptance including final payment of directional bored pipelines will not be made until directional bore logs have been submitted and the information on the bore logs documents the depth of the installed pipeline is in accordance with these specifications.

3.02 DIRECTIONAL DRILLING

A. The installation of pipeline by directional drilling shall be within the limits indicated on the drawings.

B. Install erosion control measures and dewater as required.

C. Steering of the bore must be performed with a method approved by the boring equipment manufacturer. Such methods include walkover, wire line, wire line with surface grid and other accepted methods. Use a locating and tracking system capable of ensuring that the proposed installation is installed as intended. The locating and tracking system must provide information on:

1. Clock and pitch information
2. Depth
3. Transmitter temperature
4. Battery status
5. Position (x,y)
6. Azimuth, where direct overhead readings (walkover) are not possible (i.e. subaqueous or limited access transportation facility)

D. Ensure proper calibration of all equipment before commencing drilling operation. Take and record alignment readings or plot points such that elevations on top of and offset dimensions from the center of the product to a permanent fixed feature are provided. Such permanent fixed feature must have prior approval of the Engineer/Owner. Provide elevations and dimensions at all bore alignment corrections (vertical and horizontal) with a minimum distance between points of 20 feet. Provide a sufficient number of elevations and offset distances to accurately plot the vertical and horizontal alignment of the installed product. A minimum of three elevation and plot points are required.

E. The depth of the directional drilling shall be the minimum necessary to prevent surface heave, unless the drawings require the installation to be at deeper depths. In no case shall mains 4" and larger have less than 4-ft cover at road crossings. Any proposed changes to the depth of the directional bore from what is shown on the drawings must be approved by the Engineer in writing, prior to commencement of drilling.

F. Borings shall be conducted using a mechanical boring head, assisted by and cooled by drilling fluid of low pressure and volume. Material Safety Data Sheets must be provided and approved by the Engineer for all drilling slurry compounds.

G. Back reaming shall be conducted to enlarge and prepare the bore hole for pipe installation. Minimize potential damage from soil displacement or settlement by limiting the ratio of the bore hole to the product size. The size of the back reamer bit or pilot bit, if no back reaming is required, shall be limited relative to the product diameter to be installed as follows:

Maximum Pilot or Back-Reamer Bit Diameter (When Rotated 360 Degrees)	
Nominal Pipe Diameter (In)	Bit Diameter (In)
4	8
6	10
8	12

10	14
12 and larger	Pipe Outside Diameter Plus 6 In.

H. Drilling fluids are to use a mixture of bentonite clay or other approved stabilizing agent mixed with potable water with a minimum pH of 6.0 to create the drilling fluid for lubrication and soil stabilization. Vary the fluid viscosity to best fit the soil conditions encountered. Do not use any other chemicals or polymer surfactants in the drilling fluid without written consent from the Engineer. Certify to the Engineer in writing that any chemicals to be added are environmentally safe and not harmful or corrosive to the facility. Water for mixing the drilling fluid shall be potable water, procured by the Contractor.

I. Ensure adequate removal of soil cuttings and stability of the bore hole by monitoring the drilling fluids such as the pumping rate, pressures, viscosity and density during the pilot bore, back reaming and pipe installation. Obtain the Engineer's approval of the location and all conditions necessary to construct relief holes to relieve excess pressure and ensure the proper disposition of drilling fluids is maintained.

J. Minimize heaving during pull back. The pull back rate used shall maximize the removal of soil cuttings without building excess down hole pressure. Contain excess drilling fluids at entry and exit points until they are recycled or removed from the site or vacuumed during drilling operations. Entry and exit pits are to be of sufficient size to contain the expected return of drilling fluids and soil cuttings.

K. Ensure that all drilling fluids are disposed of or recycled in a manner acceptable to the appropriate local, state, or federal regulatory agencies. If in the drilling process it becomes evident that the soil is contaminated, contact the Engineer immediately. Do not continue drilling without the Engineer's approval.

L. Install the carrier in the bore hole within the same day that the pre-bore is completed to ensure stability.

3.03 PIPE JOINING

A. High density polyethylene pipe shall be heat fused and pressure tested as per manufacturer's guidelines before installation in the bore hole. During assembly and prior to pullback, pipe must be laid out in such a way as to minimize interference to pedestrian and vehicular traffic.

B. Branch connections to the main shall be made with polyethylene saddle fittings or mechanical joint ductile iron tees.

C. Joints between plain end polyethylene pipes and polyethylene fittings shall be made by butt fusion, and joints between the polyethylene main and saddle branch polyethylene fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting manufacturer. External and internal beads shall not be removed.

D. Connect polyethylene pipe to hydrants, valves, and ductile iron fittings using a mechanical joint adapter with a gland ring. Place gland ring behind adapter prior to fusing. Fuse using an electrofusion coupling in accordance with manufacturer's recommendations. After fusing, connect to mechanical joint. Restrain all non-polyethylene pipe and pressure test connections as required in individual pipeline specification sections.

E. Connect polyethylene pipe to above grade valves and fittings using mechanical flange adapters. The flange adapters are to be self-restrained.

F. Install all mechanical joints and flange connections in accordance with the manufacturer's recommended procedure. At least 1 hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the manufacturer. The final tightening torque shall be 100 ft-lbs or less as recommended by the manufacturer.

G. Install required locator wire (if any) along polyethylene pipe prior to pulling through bore hole. Tape wire to pipe every 5 feet minimum along the pipeline.

H. After pulling pipe, clean exposed ends for installation of fittings, test locator wire for continuity.

3.04 BORING FAILURE

A. If an obstruction is encountered during boring which prevents completion of the installation in accordance with the drawings and specifications, either remove the pipe or abandon the pipe in place at the discretion of the Engineer.

B. If pipe cannot be withdrawn and Engineer approves abandoning the pipe in place, cut pipe off at least 3 feet below ground surface, fill annular

space and pipe with excavatable flowable fill and cap ends of pipe with blind flange.

C. In the event of failure to install pipe, retain possession of pipe and remove it from the site.

D. Upon approval of the Engineer, fill the abandoned bore hole with excavatable flowable fill.

E. Submit a new installation procedure and revised plans to the Engineer for approval before resuming work at another location.

F. If, during construction, damage is observed to the facility, cease all work until resolution to minimize further damage and a plan of action for restoration is obtained and approved by the Engineer.

G. If the submitted boring logs indicate the installed alignment does not meet vertical or horizontal alignment requirements, the boring is considered a failure, and the directional bored pipeline shall be either re-bored or otherwise remedied at the discretion of the Owner.

3.05 DISPOSAL OF SURPLUS FLUIDS

A. All drill fluid excess shall be contained in entry and/or exit pits and pumped as needed into additional on-site storage tanks, tanker trucks, vacuum trucks, etc. Dispose of excess drill fluid offsite as allowed by local rules and regulations.

B. Dispose of all material not needed or not suitable for backfilling over or around the entry and receiving pits. The disposal shall be subject to local codes and regulations.

3.06 RESTORATION

After extraction, drill fluids, pits, work areas, staging and storage areas are to be restored to equal or better condition than pre-construction condition.

3.07 TESTING AND DISINFECTION

A. After pulling pipe into position, but before attachment of adjacent sections of pipe, disinfect in accordance with Section 02675.

B. Test the locate wire for continuity and submit report documenting the continuity testing. Repair or replace locate wire at failed test locations as directed by Owner.

C. Pressure test all installed pipelines in accordance with Section 02675.

END OF SECTION

SECTION 02545 - CASING PIPE - JACK & BORE/OPEN CUT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Scope of Work: Furnish all material, equipment, transportation, tools, and labor to install casing pipe by jack and bore or open cut method, masonry plugs, casing spacers, sand fill and all related excavation, backfill, testing and other work for a complete job.

1.02 REFERENCES

A. American Water Works Association (AWWA) and American National Standards Institute (ANSI) latest edition:

1. AWWA C203 - Coal Tar Protective Coatings and Linings for Steel Water Pipelines, Enamel and Tape, Hot Applications

B. American Society for Testing and Materials (ASTM) latest edition:

1. ASTM A139 - Electric Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)

1.03 QUALITY ASSURANCE

A. Pipe Inspection: The Contractor shall obtain from the casing manufacturers a certificate of inspection to the effect that the casings supplied for this Contract have been inspected at the plant and that they meet the requirements of these specifications. All casings shall be subjected to visual inspection at time of delivery by rail or truck, also just before they are lowered into the trench to be laid.

1.04 SUBMITTALS

A. Certifications: Supplier of casing shall certify conformance to these specifications.

B. Laying schedule including length, diameter and thickness of casing for each crossing.

C. Casing spacers.

1.05 QUALIFICATIONS

Provide reference documenting successful jack and bore installations by Contractor or, if jacking and boring is to be done by a subcontractor, provide references of subcontractor. Provide at least 3 references showing location of project, diameter of casing, and length of jack and bore. Provide contact names and phone numbers for each reference.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Steel casings shall conform to the requirements of ASTM Designation A139 (straight seam pipe only) Grade "B" with minimum yield strength of 35,000 psi. Pipe shall be seamless or have no more than one (1) longitudinal weld. Field and shop welds of the casing pipes shall conform to the American Welding Society (AWS) standard specifications. Field welds shall be complete penetration, single-bevel groove type joints. Welds shall be air tight and continuous over the entire circumference of the pipe and shall not increase the outside pipe diameter by more than 3/4-inch. A bituminous coating of coal tar varnish or asphalt base paint, one-mil thick shall be applied by the factory. The casing pipes shall have the minimum nominal diameter and wall thickness as shown on the following table. It is the Contractor's responsibility to ensure the steel casing is large enough to accommodate the carrier pipe, restrainers, and casing spacers.

CARRIER PIPE NOMINAL SIZE	CASING PIPE OUTSIDE DIAMETER INCHES	WALL THICKNESS INCHES
8	16" - 20"	0.250

B. Carrier Pipe Support: Carrier pipes inside of steel casing pipe shall be supported by casing spacers at no more than 10 feet between spacers but not more than manufacturer's recommendations. Each spacer shall be 12 inches wide and manufactured of minimum 14 gauge Type 304 steel or 14 gauge steel with fusion bonded PVC coating. Spacers shall be lined with a 90-mil PVC liner. All stainless nuts and bolts shall be corrosion resistant and compatible with the respective steel band. Each spacer shall have a minimum of 4 runner supports manufactured of a high molecular weight polymer plastic. The runner supports shall be of adequate height to position the carrier pipe in the center of casing with a minimum top clearance of 1/2 inch. All casing spacers larger than a 36-inch diameter

(carrier pipe) shall be factory designed, taking into consideration the weight of the carrier pipe filled with water. All calculations and drawings shall be submitted to the Engineer for review. Casing spacers shall be manufactured by Advanced Products and Systems, Cascade Manufacturing, Pipeline Seal and Insulator or an approved equal.

C. Pipe Handling: Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or coatings. Pipe shall not be dropped. All piping shall be examined before installation, and no piece shall be installed which is found to be defective. Any damage to the pipe or coatings shall be repaired to the satisfaction of the County.

PART 3 - CONSTRUCTION REQUIREMENTS

A. Work Coordination: It shall be the Contractor's responsibility to perform the boring and jacking work in strict conformance with the requirements of the agency in whose right of way or easement the work is being performed. Any special requirements of the agency such as insurance, maintenance of traffic, etc. shall be strictly adhered to during the performance of Work.

B. Dewatering: Dewatering through the casing during construction shall not be permitted. All dewatering methods shall be approved by the County before construction work begins.

C. Jacking Pit: Excavation adjacent to the roads shall be performed in a manner to adequately support the roads. Bracing, shoring, sheeting or other supports shall be installed as needed. Contractor install suitable reaction blocks for the jacks as required. Jacking operations shall be continuous and precautions shall be taken to avoid interruptions, which might cause the casing to "freeze" in place. Upon completion of jacking operations, the reaction blocks, braces, and all other associated construction materials shall be completely removed from the site.

D. Correct line and grade shall be carefully maintained. Earth within the casing shall not be removed too close to the cutting edge in order to prevent the formation of voids outside the casing. If voids are formed, they shall be satisfactorily filled by pumping with grout.

E. Carrier pipe joints inside of steel casing pipe shall be restrained.

F. Install casing so the ends are a minimum of 4-ft beyond the edge of pavement at road crossings. The sections of steel casing shall be field welded in accordance with the applicable portions of AWWA C206 and AWS D7.0 for field welded pipe joints. Contractor shall wire brush the

welded joints and paint with Inertol Quick Drying Primer 626 by Koppers Company or approved equal. After completion of jacking, Contractor shall clean the interior of the casing of all excess material.

G. The ends of the casing shall be filled with concrete mortar or rubber type casing end seal, as manufactured by Cascade Waterworks Manufacturing, PSI Model C or Model W or approved equal.

H. Casing Protection/Damage: Should the casing pipe be damaged, such damaged portion shall be removed and an alternate installation made after approval is obtained by the Owner.

I. Open Cut: Correct line and grade shall be carefully maintained. Add-on sections of casing pipe shall be full-ring welded to the preceding length, developing watertight total pipe strength joints. Following placement of the casing pipe, masonry plugs shall be installed at each open end. Said plugs shall be suitable for restraining the external earth load, while allowing internal drainage.

END OF SECTION

SECTION 02570 - PAVEMENT AND CONCRETE REPLACEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: The work under this section includes constructing or replacing asphaltic concrete pavement or concrete sidewalks and driveways as shown on the drawings or disturbed as a result of construction.

1.02 QUALITY ASSURANCE

A. Codes and Standards: Comply with applicable sections of F.D.O.T. Specifications and local governing regulations.

B. The mixture, placement, and curing of all paving and concrete work shall be in accordance to Florida D.O.T. Specifications.

1.03 SUBMITTALS: Furnish manufacturer's product data, design mixes, test reports, and materials certifications.

1.04 JOB CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities, as specified under Section 00920, paragraph 1.07.

B. Utilize flagman, barricades, warning signs and warning lights as required.

1.05 RESTORATION: All surfaces shall be completed as soon as possible. In no case shall the replacement operation be unfinished for more than two weeks after backfilling unless otherwise directed by the ENGINEER. Replace all damaged or cut pavement due to CONTRACTOR's operations; restore all pavement outside of trench area that is damaged by the CONTRACTOR at no expense to the Owner. It may become necessary to install temporary pavement in areas involving utility work owned by the COUNTY. This temporary pavement shall meet all requirements of the this Section and shall be installed at no additional compensation.

1.06 GUARANTEE: All restored areas within the public right-of-way shall be guaranteed for two years. In the event of settlement of paved areas more than 1/4 in. below the undisturbed adjacent permanent pavement, the CONTRACTOR shall make the necessary repairs to restore the pavement level within ten calendar days after notification by the Owner. The cost of such repairs shall be paid by the CONTRACTOR.

PART 2 - PRODUCTS

2.01 BASEROCK: Limerock, shellrock and local rock shall conform to DOT Specifications, Section 911.

2.02 ASPHALTIC CONCRETE

A. Prime and Tack Coats: Prime and tack coats shall be applied to the prepared baserock. Prime coat shall be cutback asphalt, Grade RC-70, MC-30 or MC-70, complying with DOT Specifications, Articles 300-1 through 300-7, applied at the average rate of 0.15 gallon per sq yd.

Tack coat shall be emulsified asphalt, Grade RS-2, complying with DOT Specifications, Articles 300-1 through 300-7 respectively, applied at the average rate of 0.10 gallon per sq yd. The bituminous quantities are considered as average and are subject to some variation at the discretion of the ENGINEER and at no additional cost.

B. Plant Mix Wearing Surface: A plant mix wearing surface course shall be constructed on the prepared limerock base. Materials and construction shall conform with the requirements of DOT Standard Specifications for Type II modified "Asphaltic Concrete Surface Course", Section 332, Article 332-1 through 332-4. The finished pavement replacement shall be smooth and even with, or slightly above, the existing abutting pavement, but shall not have any appreciable bump due to this slight elevation.

C. Rock, Gravel or Marl Replacement: Roads, streets or driveways constructed of rock, gravel or marl shall be restored to a condition equal to or better than prior to construction.

2.03 CONCRETE MATERIALS

A. Forms: Steel or wood for each type of use of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

1. Use flexible spring steel forms or laminated boards to form radius bends as required.
2. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.

B. Welded Wire Mesh: Welded plain cold-drawn steel wire fabric, AASHTO M55 (ASTM A185).

C. Concrete Materials: Comply with requirements of F.D.O.T. Section 345 for concrete materials, admixtures, bonding materials, curing materials, and others as required.

D. Epoxy Resin Grout: Type N as specified in F.D.O.T. Section 926.

E. Aggregate, brick or other material required to match existing driveway or walk shall be as approved by the ENGINEER.

2.04 CONCRETE MIX, DESIGN AND TESTING

A. Comply with requirements of applicable F.D.O.T. Section 345 for concrete mix design, sampling and testing, and quality control, and as herein specified.

B. Design the mix to produce standard weight concrete consisting of portland cement, aggregate, air-entraining admixture and water to produce the following properties.

1. Compressive Strength - Class B, 3,000 psi for walks and curbs.
2. Compressive Strength - Class A, 4,000 psi for driveways.
3. Air Content: 3% to 6%

C. Concrete placement slump shall not exceed plus or minus 1 inch from approved design slump.

PART 3 - EXECUTION

3.01 PAVEMENT REPLACEMENT: Replace pavement in accordance with the details shown on drawings, or as required by installation of the proposed utilities, or as directed by the Owner.

The baserock shall be placed and compacted in accordance with the DOT Specifications, Section 200. Application of the tack coat shall follow the application of the prime coat immediately prior to the placing of the wearing surface course.

3.02 EDGE TRIMMING: Trim edges of the existing pavement with a concrete saw or other approved method to provide a clean, straight edge.

3.03 PAVEMENT MARKINGS: Repaint, stripe or otherwise mark pavement to match pre-existing conditions, using DOT approved materials and procedures, in accordance with Section 02577.

3.04 SIDEWALK, CONCRETE DRIVEWAY, CURB AND GUTTER REMOVAL AND REPLACEMENT

A. Surface Preparation:

1. Remove loose material from the compacted subbase surface immediately before placing concrete.

2. Proof-roll prepared subbase surface to check for unstable areas and the need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving. Comply with requirements of F.D.O.T. Section 230, paragraph 230-6.

B. Form Construction:

1. Set forms to the required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of the work and so that forms can remain in place at least 24 hours after concrete placement.

2. Check completed formwork for grade alignment to the following tolerances:
   a. Top of forms not more than 1/8" in 10'.
   b. Vertical face on longitudinal axis, not more than 1/4" in 10'.

3. Clean forms for reuse immediately after use, and coat with form release agent as often as required to ensure separation from concrete without damage.

C. Concrete Placement:

1. Do not place concrete until subbase and forms have been checked for line and grade. Moisten if required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are completed to required finish elevation and alignment. Use special colors or aggregate as required to match existing material.

2. Place concrete using methods which prevent segregation of the mix. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation. Consolidate with care

to prevent dislocation of reinforcing, dowels and joint devices. Do not use vibrators to push or move concrete in forms or chute.

3. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place a construction joint.

4. Curbs and Gutters: Automatic machine may be used for curb and gutter placement at CONTRACTOR's option. If machine placement is to be used, submit revised mix design and laboratory test results which meet or exceed the minimum herein specified. Machine placement must produce curbs and gutters to the required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

5. Joints: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
   a. Weakened-Plan Joints: Proved weakened-plane (contraction) joints sectioning concrete into areas as shown on the drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, by sawing within 24 hours of placement or formed during finishing operations. Place joints at intervals not to exceed 10' if not otherwise indicated.
   b. Construction Joints: Place construction joints at the end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints. Construction joints shall be as shown or, if not shown, use standard metal keyway-section form of appropriate height.
   c. Expansion Joints:
      (1) Provide premolded joint filler for expansion joints abutting concrete curbs, catch basin, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
      (2) Locate expansion joints at 30' o.c. for concrete walks unless otherwise indicated.
      (3) Extend joint fillers full-width and depth of joint, and not less than 1/2" below finished surface where joint sealer

is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.

(4) Furnish joint fillers in one-piece lengths for the full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together. Pieces shorter than 4" shall not be used unless specifically shown as such.

(5) Protect the top edge of the joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.

(6) Fillers and Sealants: Comply with the requirements of these specifications for preparation of joints, materials installations, and performance, and as herein specified.

D. Concrete Finishing:

1. After striking-off and consolidating concrete, smooth the surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture.

2. After floating, test surface for trueness with a 20' straightedge. Variations exceeding 1/3" for any two points within 10' shall not be acceptable. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.

3. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round 10 1/2" radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.

4. After completion of floating and when excess moisture or surface sheen has disappeared broom finish sidewalks by drawing a fine-hair broom across concrete surface, perpendicular to a line of pedestrian traffic. If existing material has another finish, match existing finish.

5. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas.

E. CURING: Protect and cure finished concrete paving and walks, complying with applicable requirements of F.D.O.T. Section 350. Use moist-curing

methods for initial curing whenever possible of approved concrete curing compounds.

F. Repairs and Protections:

1. Repair or replace broken or defective concrete, as directed by ENGINEER.

2. Drill test cores where directed by ENGINEER, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy resin grout.

3. Protect concrete from damage until acceptance of work. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.

4. Sweep concrete pavement and wash free of stains and discolorations, dirt and other foreign material just prior to final inspection.

3.05 FIELD QUALITY CONTROL

A. General: Repair or remove and replace unacceptable asphalt or concrete paving, sidewalk or curb and gutter as directed by the ENGINEER.

B. Thickness: In-place compacted asphalt thickness will not be acceptable if exceeding following allowable variation from required thickness.

1. Base Course - 1/2 inch, less than specified.

2. Surface course - 1/4 inch, more than specified.

C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10 foot minimum straightedge applied parallel with, and at right angles to direction of paved area. Surface will not be acceptable if exceeding the following tolerances for smoothness.

1. Wearing Course Surface - 3/16 inch noncumulative.

D. Surface Elevation: Actual surface elevations shall be within ± 0.05 feet of specified or indicated elevations an any given point. Surface elevations between any two given points shall be interpolated from a direct line between

the two points. Pavement exceeding actual elevation tolerances of more than 0.05 feet at any two points within a distance of 15 feet will not be acceptable.

E. Testing: Bearing value samples and core samples will be obtained and tested by the COUNTY's approved testing laboratory for approximately each 100 square yards of asphalt and concrete pavement area, as directed by the ENGINEER. Any rework resulting from any test revealing construction not to be within the limits stated herein, or by FDOT standards, will be performed immediately upon notification of the ENGINEER.

F. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests, and any subsequent retests, indicate the material and equipment fail to meet the requirements of the Contract Documents, the CONTRACTOR shall pay the laboratory costs incurred in such tests.

END OF SECTION

SECTION 02600 - PIPE AND FITTINGS FOR POTABLE WATER

PART 1 GENERAL

1.01 DESCRIPTION OF WORK: Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the drawings for furnishing and installing water pipe and appurtenances.

1.02. APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.

A. Local, county and municipal codes.

B. American Society for Testing and Materials (ASTM).

C. American National Standards Institute (ANSI).

D. American Water Works Association (AWWA).

E. American Association of State Highway and Transportation Officials (AASHTO).

F. Florida Department of Transportation Specifications (FDOT).

G. Federal Specifications.

H. National Sanitation Foundation (NSF).

I. United States Department of Commerce Commercial Standards (CS).

J. All local government rules and regulations.

1.03 SUBMITTALS

A. Manufacturer's Data: Prior to delivery, submit manufacturer's descriptive literature, catalog cut sheets, technical data and any other necessary information to show proposed products conform with the contract documents.

B. Shop Drawings: The Contractor shall submit shop drawings for all equipment and materials to Seminole County Environmental Services Department. Include details of pipe and fitting products, pipeline drawings, laying schedules, underground structures, connections,

restraints, and anchors. At a minimum product shall meet Seminole County Water and Sewer Standards as contained in the Land Development Code.

C. Certifications: The Contractor shall submit a certification from the pipe manufacturer that the pipe and fittings supplied have been inspected at the plant and meet these specifications and all applicable standards. All lined pipe shall be certified by an independent testing laboratory; and meets all requirements of these specifications. Contractor shall provide certification that PVC pipe bears National Sanitation Foundation seal of approval for potable water pipe.

1.04 MATERIALS AND EQUIPMENT

Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

1.05 WORKMANSHIP

All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.06 SITE MAINTENANCE

The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

1.07 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall provide space for storage of materials and equipment. Pipe strung along roads and right of ways shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.

1.08 OPEN TRENCH

The amount of open trench shall be limited so that no more than 100 feet of open trench in advance of the backfilling operation will remain at the end of the working day. All open trench shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times. The barrier, warning

and traffic control devices shall be suitably lighted at all times that vehicular traffic lights are required.

1.09 QUALITY ASSURANCE

A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of water, materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

B. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with water piping work similar to that required for project.

C. Codes and Standards:

1. Plumbing Code Compliance: Comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of water system materials and products.
2. Water Purveyor Compliance: Comply with requirements of Purveyor supplying water to project, obtain required permits and inspections.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS FOR PIPE AND PIPE FITTINGS

A. Provide piping materials and factory fabricated piping products of sizes, types, pressure ratings, and capacities as indicated.

B. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match pipe materials used in potable water systems.

C. Where more than one type of materials or products are indicated, selection at a minimum shall meet Seminole County's "Water & Sewer Standards" as contained in the Land Development Code.

2.02 PIPE FITTINGS AND ACCESSORIES

Provide same material and weight/class as pipes, with joining method as indicated.

2.03 COPPER TUBE

ASTM B 88; Type K, soft-annealed temper; wrought copper solder joint fittings, ANSI B16.22; lead-free soldered joints.

2.04 PVC PIPE AND FITTINGS FOR WATER MAIN APPLICATIONS

A. All Polyvinyl Chloride (PVC) Pipe shall conform to ASTM D1784 and shall be made from virgin resin compounds. Pipe 4-inches through 12-inches shall be AWWA C900, DR 18, pressure class 150, and meet all the requirements of the AWWA C900 standard, latest edition. Pipe 14-inches and greater shall be AWWA C905 with a dimension ratio of DR-18 and pressure rated at 235 psi, and shall meet all of the requirements of the AWWA C905 standard, latest edition. All PVC pipe 4-inches and greater shall have push-on joints using elastomeric gaskets conforming to the requirements of ASTM F477. Source Manufacturers for PVC pipe: Certainteed, Cantex, Northstar, Johns-Manville, IPEX, H& W and HEP.

B. All PVC pipe must bear the NSF logo for potable water use

C. Fittings shall be push-on, mechanical joint, or flanged ductile iron fittings conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 with cement mortar lining and asphaltic seal coat. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane, Star Pipe Products and U.S. Pipe

D. Fittings for PVC pipe 4-inches and larger shall be mechanical joint ductile iron fittings complying with ANSI/AWWA C110/A21.10, or ANSI/AWWA C153/A21.53. All fittings shall be cement mortar lined with an asphaltic seal coat and comply with C104/A21.4 standard; or all fittings, under this section, shall be supplied with a fusion applied epoxy coating, both inside and outside for total protection. The epoxy coating system used shall be suited for potable water contact and protection in wastewater applications for sewer gases. The epoxy coating system must have NSF 61 certification and be recognized and certified by the manufacturer as approved for use in both potable water and wastewater application with total protection. The epoxy coating shall meet or exceed ANSI/AWWA C-550 and C116/A21.116 requirements. Nominal coating and lining thickness shall be 6 to 8 mils dry film thickness. The coating and lining system shall be applied for secure adhesion and shall have a smooth surface. Fitting gaskets shall be vulcanized styrene butadiene rubber.

Tee-bolts and nuts shall be high strength, low-alloy steel having the characteristics listed in Table 6 of AWWA C111.

E. The pipe restraint shall be Restrained Joints provided by restraining sufficient length of pipe as shown on the drawings. Mechanical restraint devices for PVC pipe shall meet the following requirements:

1. Push-On Pipe Joints: Restraining devices shall consist of two split rings, restraining rods, and related hardware. The split rings shall be manufactured of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a safety factor of two and shall comply with the requirements of UNI-B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Meg-a-Lug, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 09900, and shall be wrapped with polyethylene which meets the requirements of, and is installed in accordance with AWWA C105.
2. Mechanical Joint Fittings: Where PVC pipe connects to mechanical joint ductile iron fittings and joints are to be restrained, restraining device shall consist of a split ring, restraining rods, and related hardware. The split ring shall be constructed of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a factor of safety of two and shall comply with the requirements of Uni-Flange B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Meg-a-Lug, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 00990, and shall be wrapped with polyethylene meeting the requirements of, and is installed in accordance with AWWA C105.

F. It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe system. Restraint shall be installed in accordance with the applicable restrained joint table detailed on the Drawings.

2.05 POLYVINYL CHLORIDE (PVC) PIPE (MAINS 3" AND SMALLER) - N/A

2.11 POLYETHYLENE PIPE AND FITTINGS (4 INCH AND LARGER)

A. Polyethylene pipe and fittings shall be in accordance with AWWA C906, standard code designation PE 3408, DR 11, PC 160. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements. The pipe sizing shall be in accordance with Ductile Iron Sizing System (DIOD).

B. Polyethylene Flange Adapters shall be made with sufficient through-bore length to be clamped in a heat fusion joining machine without the use of sub-end holder. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gastketless sealing, or to restrain the gasket against blow-out.

C. Back-Up Rings and Flange Bolts. Flange adapters shall be fitted with lap joint flanges pressure rated equal to or greater than the mating pipe. The lap joint flange bore shall be chamfered or radiused to provide clearance to the flange adapter radius. Flange bolts and nuts shall be grade 2 or higher.

D. All polyethylene pipe shall be black, and shall contain a continuous colored stripe, 2 inches wide, at three separate locations along the length of the pipe. Stripe color shall be:

1. Potable Water Mains - blue
2. Reclaimed Water Mains - purple

2.07 DUCTILE IRON PIPE AND FITTINGS OF WATER MAIN APPLICATIONS - N/A

2.08 MISCELLANEOUS FITTINGS AND ACCESSORIES:

A. Flanged Adapters shall be Cast iron, ASTM A126, Class B, Flanges to match ANSI B 16.1, 125 lb. flanges.

B. Wall Sleeves:

1. Cast iron or hot dip galvanized steel with exterior ring cast at center of sleeve.
2. Mechanical Joint: Acceptable Figure No. F-1436, Clow Corporation, or equal.

C. Penetration Seals: Where pipes pass through walls and sleeves, pipe-to-wall penetration closures shall be furnished:

1. Interlocking synthetic rubber links assembles with austenitic stainless steel bolts and nuts.
2. Glass fiber reinforced plastic pressure plates under each bolt head and nut.
3. For Piping 10" and Larger: Links shall have reinforced centering blocks in the lower 90o quadrant or assembly.
4. Acceptable: Link-Seal by Thunderline Corporation, Wayne, Michigan, or equal.

D. Threaded Pipe Nipples: Short lengths unless otherwise required. Close lengths shall not be used except with special permission of the Engineer. Nipple stock shall be of same material used in connecting pipe and shall conform with material specifications.

E. D.I.P. Couplings: Couplings shall be full-circle, Rockwell, Dresser. Unless otherwise indicated, couplings 2 inches and smaller shall be malleable iron and couplings over 2 inches shall be cast iron.

F. PVC Adapters and Flexible Couplings: Prefabricated polyvinyl joint sealer adapters and couplers are manufactured by Fernco or equal, with stainless steel bands and adjusting screws.

2.09 SERVICE PIPE, STOPS, FITTINGS AND SERVICE SADDLES

A. Service Pipe

1. All service lines shall be 1 1/2" or 2" polyethylene tubing, and shall be high-density polyethylene pipe, 3408 CTS, only. All service tubing shall comply or exceed the applicable standards of ASTM D1248. ASTM D3350, ASTM D2239, ASTM D2737, NSF–14 and AWWA C901. The cell classification for tubing shall be 345444E (exterior) and 345444D (interior). All potable water line tubing shall be blue in color with a clear virgin high-density polyethylene center, which the manufacturer shall furnish a certificate of purity. The tubing shall have UV protection and shall not be affected by direct sun light for up to a minimum of four years. Tubing shall have a minimum pressure rating of 200 psi with a SDR of 9 (CTS). Size range for potable water tubing shall be1 ½ inch to 2 inch and shall come with a lifetime warranty; Potable water tubing shall be ENDOT Endro Pure or approved Equal.
2. All reclaimed water tubing shall be high-density polyethylene pipe, 3408 CTS, only. All reclaimed service tubing shall comply or exceed the applicable standards of ASTM D1248, ASTM D3350, ASTM D2239, NSF-14, ASTM D2737, and AWWA C901. The cell

classification for tubing shall be 345444E (exterior) and 345444D (interior). Tubing shall have a minimum pressure rating of 200 psi and SDR of 9 (CTS). Reclaimed tubing shall be pantone 522C in color with a clear virgin high-density polyethylene center, which the manufacturer shall furnish a certificate of purity, and shall come with a lifetime warranty. The tubing shall have UV protection and shall not be affected by direct sun light for up to a minimum of four years. All reclaimed tubing shall be ENDOT or approved equal.

B. Stops

1. Corporation stops shall be 1" or 1 1/2" brass, equipped with connections compatible with the polyethylene tubing and threaded in accordance with specifications in AWWA C800. Curb stops shall be sized to match the meter size and conform to the specifications in AWWA C800.
2. Water services that are two inches (2") in diameter shall be connected to the water main by a tapping saddle and valve w/valve box. A close brass nipple shall be used between the saddle and valves.

C. Fittings shall be brass, cast and machined in accordance with specifications in AWWA C800 and AWWA C901, with compatible polyethylene tubing connections.

D. Service Saddles

1. A service saddle shall be used for all service line taps. Service saddles shall be single or double strapped epoxy coated with stainless steel bands and bolts. Ford FC-101, F202 or approved equal.
2. Service saddles for PVC pipe shall have the double strap sized exactly to the pipe outside diameter.
3. Sealing gaskets shall be BUNA N rubber and straps shall be corrosion resistant alloy steel. The County will require a stainless steel strap and fusion epoxy or nylon coated ductile iron body with stainless steel hardware in areas designated as corrosive.

2.10 HDPE ELECTROFUSION BONDED SERVICE TAPS

Comply with all requirements of NSF-14 and shall have ISO 9001 certification. All taps shall be rated for the same working pressure as the water main pipe being used. Electrofusion tapping tee and couplings shall provide 360 degree fusion of the pipe for a monolithic connection, and shall be as manufactured by

Central Plastics. Installation shall be in strict compliance with manufacturer's requirements.

PART 3 - SYSTEM INSTALLATION

3.01 EXCAVATION:

A. The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as necessary. This shall include all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins. All applicable provisions of Section 02200, Earthwork shall be followed.

B. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the Contractor without compensation. Known existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The Contractor shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities. The Contractor shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.

C. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions.

D. No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Engineer. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Engineer, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours.

E. Shoring, Sheeting and Bracing: The Contractor shall do all shoring, sheeting and bracing or provide other approved facilities required to perform and protect the excavation and as necessary for the safety of the public, the employees, and the preservation of existing roads, structures and other utilities. The top of such sheeting left in place shall be cut off at a minimum elevation of 2.5 ft below finished grade.

F. Pavement Removal: The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the Contractor as approved by the Engineer.

G. Boulder Removal: All rocks, stones, boulders or concrete, having any dimension larger than permitted to be used for backfill in the paragraph entitled "Backfilling" of these specifications, shall be removed from the site and disposed of by the Contractor.

H. Disposal of Excess Materials: The Contractor shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the Contractor at his expense.

I. Unstable Soil Conditions and Overdepth Excavation: Where unstable soil conditions are encountered, the excavation shall be increased as directed by the Engineer. The bottom of the excavation shall be brought up to the proper excavation elevation utilizing suitable and properly compacted backfill material.

3.02 INSTALLATION OF MAINS:

A. Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

B. The Contractor shall use every precaution during construction to protect the pipe against the entry of non-potable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the Engineer.

C. Depth of Cover: Unless otherwise shown on the drawings, or otherwise authorized by the Engineer, the pipe shall have a minimum cover of 36 in.

D. Connections to Existing Mains: The Contractor shall make connections to existing mains as shown on the drawings. Connections to pressurized mains shall be made only after flushing has been completed and under the system Owner's immediate supervision.

3.03 SEPARATION OF NON-POTABLE AND POTABLE WATER LINES

A. The horizontal separation between water mains and sanitary sewer, storm sewer, wastewater force mains, stormwater force mains, reclaimed water mains and onsite sewage treatment and disposal systems shall be in accordance with the following:

1. The outside of water mains shall be a minimum of three feet from the outside of any existing or proposed storm sewer, stormwater force main, vacuum type sanitary sewer and reclaimed water main.
2. The outside of water mains shall be a minimum of six feet from the outside of any existing or proposed gravity sanitary sewer and wastewater force main. The minimum horizontal separation distance between the outside of water mains and the outside of gravity sanitary sewers can be reduced to three feet where the bottom of the water main is at least six inches above the top of the sew.
3. The outside of water mains shall be a minimum of ten feet from all parts of any existing or proposed onsite sewage treatment and disposal system such as septic tanks, drainfields, and grease traps. Onsite sewage treatment and disposal systems do not include package sewage treatment facilities and public wastewater treatment facilities.

B. The vertical separation between water mains and sanitary and storm sewer, wastewater or stormwater force mains, and reclaimed water mains shall be in accordance with the following:

1. Wherever possible, water mains shall cross over existing or proposed gravity sanitary sewer, vacuum type sanitary sewer, and storm sewer, so the outside of the water main is at least six inches above the outside of the sewer. Where it is not possible for the water main to cross over existing or proposed gravity sanitary sewer, vacuum type sanitary sewer, and storm sewer, then the water main can cross under these types of pipeline systems provided the outside of the water main is at least 12 inches below

the outside of the pipeline. At the crossing, the proposed pipe joints shall be arranged so that all water main joints are at least three feet from vacuum type sanitary sewer or storm sewer joints, and at least six feet from gravity sanitary sewer joints.

2. Wherever possible, water mains shall cross over existing or proposed reclaimed water mains, wastewater force mains and stormwater force mains. Whether the water main crosses over or under these types of pipeline systems, the outside of the water main shall be at least 12 inches from the outside of the existing or proposed reclaimed water main, wastewater force main and stormwater force main. At the crossing, the proposed pipe joints shall be arranged so that all water main joints are at least three feet from reclaimed water main joints and stormwater force main joints, and at least six feet from the joints of wastewater force mains.

C. No water main shall pass through or come in contact with any part of a sanitary sewer manhole.

D. The following are acceptable alternative construction variances where it is not possible to meet the separation requirements, and are only to be implemented upon receipt of expressed written consent from the Engineer. Implementation of these measures without the expressed written consent of the Engineer could result in the requirement that the installed unapproved measures be removed and replaced at no cost.

1. Where a water main is less than the required minimum horizontal distance from another pipeline and or where a water main crosses another pipeline and joints in the water main are less than the minimum required distance between the joints in the other pipeline:
   a. Use of pressure rated pipe conforming to AWWA standards for a gravity or vacuum type pipeline.
   b. Use of welded, fused, or otherwise restrained joints for either pipeline.
   c. Use of watertight casing pipe or concrete encasement at least four inches thick for either pipe.
2. Where a water main is less than three feet horizontally from another pipeline and or where a water main crosses another pipeline less than the required minimum separation:
   a. Use of pipe or casing pipe, having high impact strength (at least equal to 0.25 inch thick ductile iron pipe), or concrete encasement at least four inches thick for the water main and for the other pipeline if the other pipeline coveys wastewater or reclaimed water.

3.04 BACKFILLING

A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.

1. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of 1 foot over the pipe shall be sand or a mixture of sand, shell or crushed rock properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitations:
   a. Ductile Pipe - All material shall pass through a 3/4 inch square opening laboratory sieve.
   b. Plastic Pipe - All material shall pass through a ½ inch square opening laboratory sieve for pressure water mains.
2. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a 3-1/2 inch ring.
3. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the Contractor at no additional expense to the Owner.

B. Placing and Compaction of Pressure Mains:

1. Under Pavement: Where the excavation is made through existing or proposed pavements, including shoulders, curbs, driveways or sidewalks, or where such structures are penetrated by wellpoints, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks passing a 3-1/2 in. ring will be permitted in the backfill between the elevation one foot above the top of the pipe and the bottom of the pavement subgrade.
2. The entire backfill material, including the material placed around and one foot above the pipe, shall be compacted to a density of not less than 100% of the maximum density, as determined by AASHTO T-99. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.
3. Roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock, or a conglomerate of such materials are not considered as being permanent pavement.

4. In Areas Not Under Permanent Pavement: Within right-of-ways or other areas where permanent pavement does not exist or is not proposed, including roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock or conglomerate, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks having a dimension of 6 in. will be permitted in the backfill between the elevation 1 ft. above the top of the pipe and 1 ft. below the surface. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. The bedding and embedment shall be compacted to a density of not less than 100 percent of maximum as determined by AASHTO T-99. The backfill material above 1 ft. over the pipe shall be compacted to a density of not less than 98 percent of the maximum density, as determined by AASHTO T-99. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.
5. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoint holes should be plugged with a concrete slurry, such plugging to be at the expense of the Contractor.
6. Compaction Tests: The Engineer may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill. The testing will be paid for by the Owner. The cost of the partial excavation and restoration of the backfill will be paid by the Contractor. Density tests shall be taken along the pipe. (Maximum distance between tests shall be 300 lineal feet. Tests shall begin 12" from top of pipe and shall be tested every 24" in depth for subsequent lifts).

3.05 EXPOSED PIPING

A. General:

1. Present neat and orderly appearance with completed installation.
2. Install parallel, or at right angles, to all walls, or other building surfaces, where possible, unless indicated otherwise.
3. Space for easy removal and maintenance.

B. Vertical Piping shall be secured at sufficiently close intervals to keep pipe in alignment, and to support weight of pipe and its contents.

C. Horizontal Piping shall be supported at sufficiently close intervals to prevent sagging, and provide thrust restraint. Install supports at ends of runs or branches and at each change of direction or alignment.

D. Wall Penetrations:

1. Install wall sleeves or pipes in cast-in-place concrete walls prior to placing concrete.
2. Miscellaneous Small Piping (in lieu of wall sleeves): Provide length of galvanized steel pipe or galvanized heavy wall conduit equal to wall thickness.
3. Install specified penetration seals to provide a watertight, vermin-proof joint.

E. See Painting Section 09900 for requirements.

3.06 BUTT HEAT FUSION JOINTS FOR PE (POLYETHYLENE) PIPE

A. Equipment for butt heat fusion joints shall be as recommended by the pipe manufacturer.

B. Carefully face pipe ends and check for squareness prior to heating ends. Apply clamps as necessary to match outside pipe end diameters. Follow the pipe manufacturer's recommendations concerning temperature, melt time, heat soak times, and joining time. Maintain joining pressure until pipe has cooled to a temperature of 150-160 degrees F. Handle pipe carefully until joint has returned to ambient temperature. Inspect all joints carefully for any irregularities; cut out and re-do all defective joints.

3.07 SOCKET HEAT FUSION FOR PE (POLYETHYLENE) PIPE

A. Equipment for socket heat fusion shall be as recommended by the pipe manufacturer.

B. Bevel the pipe end and remove burrs before making joint. Clean heating tool thoroughly and, if tool is not Teflon coated, spray with a silicone release solution. Heat tool to the temperature recommended by the pipe manufacturer. Place both pipe and fitting on the tool until the correct degree of melt is achieved. Remove pipe and fitting from the tool simultaneously and insert the pipe squarely into the fitting; do not turn pipe or fitting during insertion. Avoid any movement of the joint for 10 to 15 seconds. Handle pipe carefully until the joint has returned to ambient temperature.

3.08 POLYETHYLENE PIPE JOINING (4 INCH AND LARGER PIPE)

A. Joints between plain end pipes and fittings shall be made by butt fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting manufacturer. The Contractor shall ensure that persons making heat fusion joints have received training in the manufacturer's recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction. External and internal beads shall not be removed.

B. Upon request, the manufacturer shall provide training in the manufacturer's recommended butt fusion and saddle fusion procedures to the Contractor's installation personnel, and to inspectors representing the Owner.

C. Mechanical joints are only allowed where joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings. Mechanical joints and flange connections shall be installed in accordance with the manufacturer's recommended procedure. Flange faces shall be centered and aligned to each other before assembling and tightening bolts. In no case shall the flange bolts be used to draw the flanges into alignment. Bolt threads shall be lubricated, and flat washers shall be fitted under the flange nuts. Bolts shall be evenly tightened according to the tightening pattern and torque step recommendations of the manufacturer. At least 1 hour after initial assembly, flange connections shall be re-tightened following the tightening pattern and torque step recommendations of the manufacturer. The final tightening torque shall be 100 ft-lbs or less as recommended by the manufacturer.

D. Branch connections to the main shall be made with saddle fittings or tees. Polyethylene saddle fittings shall be saddled fused to the main pipe per Heat Fusion Joining.

3.09 CULVERT REPAIR

A. Culverts, catch basins, swales and other drainage structures that are damaged during construction shall be replaced with materials and

structures equal and similar to those removed or damaged, unless indicated otherwise. Manhole covers and gratings shall be set at the original elevations unless otherwise directed. In addition, it shall be the responsibility of the Contractor to maintain existing drainage patterns and stormwater conveyance systems throughout the duration of the project.

B. The Contractor shall take precautions against the entry of excavated and other loose material resulting from his operations from entering catch basins, culverts and other drainage structures in the vicinity of his operations. He shall maintain the cleanliness of these drainage structures in a condition equal to that prior to the commencement of his operations during the construction. The Contractor shall be responsible for all damage to persons, roads, buildings, vehicles and other property resulting from the failure of the Contractor to maintain these drainage structures. The cost of repair of any culverts shall be borne by the Contractor.

3.10 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY

Where pavement, trees, shrubbery, fences or other property and surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

3.11 PROTECTION

At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided by the Contractor for this purpose.

3.12 CLEANUP

The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.

3.13 PRESSURE TESTING, FLUSHING, AND DISINFECTION

See Section 02675

END OF SECTION

SECTION 02640 - VALVES, FIRE HYDRANTS, AND ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: The CONTRACTOR shall furnish and install all valving equipment as shown on the drawings and as specified.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards:

A. Local, COUNTY and Municipal Codes

B. American Society for Testing and Materials (ASTM)

C. American National Standards Institute (ANSI)

D. American Water Works Association Standards (AWWA)

E. Florida Department of Transportation Specifications (FDOT)

F. Florida Department of Environmental Protection (FDEP)

G. Federal Specifications

H. United States Department of Commerce Commercial Standards (CS)

I. All Local Government Rules and Regulations

1.03 MATERIALS AND EQUIPMENT

A. Unless otherwise specified or shown on the Drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

B. Prior to the start of the Work, the CONTRACTOR shall submit a list of the manufacturers of all equipment and materials to be incorporated in the work that conform to a standard, code or as specified.

C. Provide valves meeting the following requirements: (1) Connections fitting the joints specified, indicated and/or required for the piping; (2) Rated for not less than 150 psi cold water, nonshock service, unless specified otherwise

herein; and (3) Turn to the left to open. Provide valve boxes with all buried valves. Submit complete valve schedule showing type, use and location, with valve shop drawings, for approval before installation.

PART 2 - PRODUCTS

2.01 VALVE OPERATORS

A. General: The rated torque capability of each operator, shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc or plug it controls under the test conditions specified. All valves shall be equipped with adjustable mechanical stop-limiting devices to prevent over-travel of the valve disc or plug in the open and closed positions. Operator housings, supports and connections to the valve shall be designed with a minimum safety factor of five based on the ultimate strength, or based on three on the yield strength of materials used. The rated torque capability of each cylinder portion of a cylinder operator shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc or plug it controls under the operating conditions specified. Operators to be buried shall be watertight. The position of the operator shall be as shown on the shop drawings. The piece mark of the valves, the location, the size, the type of operator, the maximum working head, and the closing time shall be tabulated on the shop drawings.

B. Gearing

1. All gear operators or traveling-nut operators shall be self-locking and designed to transmit twice the required operator torque without damage to the faces of the gear teeth or the contact faces of the screw or nut. Upon request, the manufacturer shall furnish the purchaser with certified copies of reports describing the procedures and results of the tests for each model and torque rating of operator to be furnished.
2. Operators composed of worm gearing shall be totally enclosed in a lubricant gear case and shall have worm gears of bronze and worms of hardened steel that operate.
3. Operators of the traveling-nut type shall have threaded reach rods of steel and shall have a bronze or ductile iron nut with internal threads. Operators shall be enclosed.

C. Manual Operators: Manual operator shall have all gearing totally enclosed. Operators shall be designed to produce the specified torque with a maximum pull of 80 lbs on handwheel or chainwheel operators and a maximum input of

150 ft-lb on operating nuts. Stop-limiting devices shall be provided in the operators for the open and closed position. All operator components between the input and these stops shall be designed to withstand, without damage, a pull of 200 lbs for handwheel or chainwheel operators and an input torque of 300 ft-lb for operating nuts. An arrow and the word "open" or "close" shall be cast on the handwheel to indicate the direction to turn said handwheel. All operating nuts shall be designed so that counter clockwise movement of the handwheel will open the valve and clockwise movement of the handwheel will close the valve.

2.02 PLUG VALVES - N/A

2.03 SWING CHECK VALVES - N/A

2.04 HOSE BIBBS

A. Hose bibbs shall be Crane No. 58 of the size shown on the drawings.

2.05 BALL VALVES

A. Water Service: Ball valves shall be designed for a water working pressure of not less than 150 psi, shall be constructed of PVC and when in the fully-open position, shall have a port diameter not less than Schedule 80 PVC pipe of the same nominal diameter. Valves shall be designed with true union ends to permit removal of the valve from the line and with end connectors designed for solvent welding to the pipe. Acceptable: ASAHI Duo-Bloc, Chemitrol or equal.

2.06 GATE VALVES

A. The resilient-seated gate valve shall consist of an encapsulated disc with elastomer seat which, in the closed position effects a seal upon a cast iron body resulting in a bubble tight seal across this disc at a full differential of 200 psi. This shall be accomplished by means of a corrosion resistant threaded bronze stem, acting through a bronze stem nut, fixed into the disc in such a way as to force the disc seat into the body, effecting a seal when the stem is torqued in the desired direction.

B. Each valve shall be tested from both directions, by the manufacturer, for bubble tight, 200 psi differential sealing ability. Each valve shall also be tested in the "disc up" position at 400 psi resulting in a full shell test. There shall be no leakage at any of the valve's joints or connections.

C. All internal parts shall be accessible without removing the main body from the pressure line.

D. All cast iron internal surfaces of the body shall be coated completely with a corrosion resistant coating. For potable water applications, coating shall comply with requirements of NSF 61 and be accepted by FDEP.

E. This resilient-seated gate valve shall conform to AWWA Standard C509 latest revision.

F. The internal diameter of the water passageway shall be at least as large as the connecting pipe inside diameter.

G. All valves' interior and exterior surfaces shall be coated with a high performance, one-part, heat-curable, thermosetting epoxy coating which provides superior corrosion resistance protection for metal parts. For potable water applications, coating shall comply with requirements of NSF 61 and be accepted by FDEP.

H. Actuator extensions shall be provided for all valves greater than four (4) feet in depth below finished grade. These extensions shall be fabricated as one piece.

2.07 BUTTERFLY VALVES - N/A

2.08 AIR RELEASE/VACUUM RELEASE VALVES

A. The valve body shall be of stainless steel SAE 316 or reinforced nylon; the floats, float guide and stem shall be of stainless steel SAE 316. The valve shall be rated for 150 psi working pressure. Valve shall have standard two (2) inch threaded inlet and outlet ports unless otherwise shown on the plans. A connection shall be provided for back-flushing the valve. All connection and back-flushing valves shall be operated by a stainless steel or bronze handle. Air release and vacuum valves shall be one of the following or an approved equal:

1. A.R.I. USA, Inc. D-025 "SAAR"

2.09 TAPPING SLEEVES AND SADDLES

A. Test Connection: All tapping sleeves shall be supplied with a National Pipe Thread test connection and a plug.

B. Steel Tapping Sleeves: Sleeves shall be fabricated of minimum 3/8" carbon steel meeting ASTM A285 Grade C. Outlet 12" and above 150 psi flange shall meet AWWA C-207, Class "D" ANSI 175 psi 4" to 12" drilling and be properly recessed for the tapping valve. Bolts and nuts shall be 316 stainless steel high strength low alloy steel to AWWA C111 (ANSI A21.11). Gasket shall be vulcanized natural or synthetic rubber. Sleeve shall have manufacturer-applied, fusion-bonded epoxy coating, minimum 12 mil thickness.

C. Stainless Steel Tapping Sleeves: Sleeve shell and lugs shall be 304 stainless steel. Bolts, washers, and nuts shall be 5/8" 304 stainless steel, NC thread and heavy hex nuts. Bolt threads shall be teflon coated. Washers shall be plastic lubricating. Gaskets shall be virgin SER compounded for water and sewer service and shall meet ASTM D2000 MAA 410Z-90 (Z=45 Durometer). Flange shall be ductile iron or stainless steel and shall meet ASTM 536-80, Grade 65-45-12.

D. Mechanical Joint Tapping Sleeves: Mechanical joint tapping sleeves are to be used for taps to asbestos cement pipe and size on size tap. Sleeves shall be cast of gray iron or ductile iron and have an outlet flange with the dimensions of the Class 125 flanges shown in ANSI B16.1 properly recessed for tapping valve. Glands shall be gray iron or ductile iron. Gaskets shall be vulcanized natural or synthetic rubber. Bolts and nuts shall be 316 stainless steel and comply with ANSI/AWWA C111/A21.11. Sleeves shall be capable of withstanding a 200 psi working pressure.

E. Service Saddles: Service Saddles are to be used for 2" and smaller taps. Saddles are to be double strap and all parts are to be corrosion resistant.

Approved Manufacturers:

1.	Rockwell	1.	213
2.	Ford	2.	F202
3.	JCM	3.	402
4.	Mueller	4.	H10520
5.	Baker	5.	4181

2.10 FIRE HYDRANTS

A. Characteristics: Cast iron body fire hydrants, compression type, opening against pressure and closing with pressure, base valve design, 150 psi working pressure, with ¼-inch gage tapping and bronze plug in standpipe.

1. Size: Min. 5¼ inch valve opening and min. 6 inch inlet connection (valve).
2. Direction to open hydrant: Left.
3. Size and shape of operating and cap nuts: Pentagon 1½ inch point to flat.
4. Hose Nozzles: Two 2½ inch Nation Standard Thread, cap and chain.
5. Pumper Nozzles: One 4½ inch National Standard Thread, cap and chain.
6. Depth of Trench: 5'-0".
7. Connection to Main: 6-inch mechanical joint.
8. Hydrant Extensions (must be of same manufacturer).

B. Hydrants shall conform to AWWA Standard C502 latest revision and as specified herein.

C. Hydrants shall be of the compression type, closing with line pressure.

D. Hydrant shall be of the traffic model breakaway type.

E. Hydrant cap and stuffing box shall be of a unitized, one piece design creating a water tight cavity without the use of gaskets. The combination of 3 O-rings to a crimped brass ferrule around the stem shall seal the cavity from contact with water. An alemite fitting shall be supplied for periodic lubrication of the operating threads with grease.

F. Operating nut shall be of one piece bronze construction.

G. A dirt shield shall be provided to protect the operating mechanism from grit buildup and corrosion due to moisture.

H. A thrust washer shall be supplied between the operating nut and stem lock nut to facilitate operation.

I. Nozzles shall be of the tamper resistant, ¼ turn type with O-ring seals and stainless steel retaining screws.

J. An O-ring shall be provided to seal between the upper and lower barrels.

K. The main valve shall be of synthetic rubber reinforced with steel.

L. The seat shall be of a bronze ring threaded to a bronze insert in the hydrant shoe, with O-rings to seal the drainway and barrel from leakage of water in the shoe.

M. Hydrant drain valve shall momentarily force flush with each operation. Drainway shall be of bronze. Drain valve facing shall be of synthetic rubber with a stainless steel retaining pin.

N. Hydrants shall be Guardian as manufactured by ITT Kennedy Valve or approved equal.

O. All fire hydrant interior surfaces shall be coated with a high performance, one-part, heat-curable, thermosetting epoxy coating which provides superior corrosion resistance protection for metal parts.

P. Source Manufacturers:

1.	Mueller	Part No. Centurion
2.	American	Part No. B84B.6"
3.	M&H	Part No. 929
4.	Clow	Part No. Medallion
5.	Kennedy	Part No. K.81A

2.11 ACCESSORIES

A. VALVE BOXES: Valve boxes shall be cast iron, adjustable, Tyler, James B. Clow and Sons, Inc., F4700, Trinity Valley, Southern star, or equal, with cast iron drop cover. All buried valves shall be equipped with a valve box. Covers shall be marked "WATER" for potable water systems, "REUSE" for reclaimed water systems, and "SEWER" for wastewater transmission systems.

B. Valve Pits: Provide valve pits as indicated, constructed of poured in place or precast concrete. Construct of dimensions indicated with manhole access, ladder, and drain. Provide sleeves for pipe entry and exit, provide waterproof sleeve seals.

C. Anchorages:

1. Clamps, Straps, and Washers: Steel, ASTM A 506.
2. Rods: Steel, ASTM A 575.
3. Rod Couplings: Malleable iron, ASTM A 197.
4. Bolts: Steel, ASTM A 307.
5. Cast Iron Washers: Gray iron, ASTM A 126.

D. Yard Hydrants:

1. Characteristics: Non-freeze yard hydrants, ¾ in. inlet, ¾ in. hose outlet, bronze casing, cast iron or cast aluminum casing guard, key operated, and tapped drain port in valve housing.
2. Source Manufacturers:
   a. Josam Mfg. Co.
   b. Smith (Jay R.) Mfg. Co.
   c. Tyler Pipe.
   d. Zurn Industries, Inc.; Hydromechanics Div.

2.12 LINE STOPS

A. Where indicated on the Drawings, line stops shall be utilized to isolate portions of water mains.

B. Line stops shall be completed while the water system is pressurized.

C. Line stops shall consist of a line stop fitting, stopping plug/valve, blind flange for installation after stop is completed, and 1-inch equalization/purge fitting.

D. Materials:

1. Line stop fitting - fabricated steel with 12 mil (minimum) epoxy coating.
2. Hardware and Accessories - 304 Stainless Steel
3. Blind Flange - Ductile Iron

E. A concrete encasement shall be poured for pipe support at the point of line stop.

F. The CONTRACTOR shall be responsible for all additional pipe restraining in the vicinity of the line stop for preventing pipe movement due to any unbalanced forces created by the line stop and subsequent cutting and removal of existing pipe adjacent to any line stop.

PART 3 - EXECUTION

3.01 INSTALLATION

A. VALVES: Set with stems vertically above the centerline of the pipe, except valves with gear boxes or where indicated or directed otherwise. Keep valves tightly closed during installation and take care to prevent dirt from

damaging seating surfaces. Tighten stuffing box, if provided, and operate valve to see that all parts are in working condition before installation. Set valve box, for buried valve, plumb and place directly over the valve operating nut. Tamp earth fill complete around the valve box for a distance of one foot. Provide valve box extensions where required by depth of cover. If in valve vault, provide support under valve body as recommended by manufacturer or as directed by ENGINEER.

1. Records: Prepare and submit to the Owner a reproducible or list in duplicate, as directed, indicating size and location of all valves installed. Reference valves by distance and direction from enough prominent and permanent landmarks to assure ease of location.

B. Cut-in to or Tap Existing Main: Cut into and connect pressure lines constructed under this contract to existing mains, now in service, at locations shown or as directed by the ENGINEER. Construct cut-ins meeting the requirements of all applicable portions of these parties in advance whenever construction requires the interruption of service. Schedule operations to cause a minimum of inconvenience to the customers by the interruption of service. Provide sufficient fittings and operating equipment on the site before starting operations. Test, and flush new lines as specified hereinafter and obtain approval of the ENGINEER before putting a connection to an existing line into service. Temporary by-pass pumping of pump stations will be required for connection to existing mains.

END OF SECTION

SECTION 02650

REMOVAL OR ABANDONMENT OF EXISTING POTABLE WATER MAINS

PART 1 - GENERAL

1.01 DESCRIPTION AND GENERAL REQUIREMENTS

A. Work included under this Section consist of removal or grouting (infilling) sections of existing potable water main pipe.

B. The CONTRACTOR shall furnish all labor, equipment and materials necessary to perform all the work associated with the removal of potable water mains or taking out of service of potable water mains by injection of cementitious grout.

C. All work associated with the removal or taking out of service of existing asbestos cement water mains and appurtenances shall be performed by a licensed asbestos abatement CONTRACTOR or SUBCONTRACTOR registered in the State of Florida.

D. The asbestos abatement CONTRACTOR or SUBCONTRACTOR shall contact the Seminole County Environmental Services Department prior to removal or taking out of service of any asbestos material and shall obtain all required permits and licenses and issue all required notices. The CONTRACTOR shall be responsible for all fees associated with permits, licenses and notices to the governing regulatory agencies.

E. All work associated with asbestos cement water mains shall be performed in accordance with the standards listed below and all other applicable local, State, or Federal standards.

1. Florida Administrative Code, Chapter 17-251, "Asbestos".
2. National Emission Standards Hazardous Air Pollution (NESHAP), 40 CFR Part 61, Subpart M, latest revision.
3. Occupational Safety and Health Act, 29 CFR
4. The Environmental Protection Agency (EPA) Asbestos Abatement Worker Protection Rule.
5. Florida Statute 455.300.

1.02 SUBMITTALS

A. The CONTRACTOR shall submit to the ENGINEER a list of qualifications including references of his activities performing similar work for a minimum of three years. At least three (3) references must be given listing name of project, description of work, project cost and contact person.

B. As a minimum, the CONTRACTOR shall submit to the ENGINEER a weekly schedule of work. At the ENGINEER's request, the CONTRACTOR shall provide daily updates of this schedule.

C. The CONTRACTOR shall submit grout mixture data and the results from grout mixture test to the ENGINEER for approval prior to performing grouting operations.

PART 2 - PRODUCTS

2.01 MATERIALS

A. The following is a suggested trial grout mixture for a one (1) cubic yard yield, however, the actual grout mixture to be used shall meet all of the requirements specified below.

Cement:	500 pounds
Fly Ash:	500 pounds
Water:	350 pounds (42 gallons)
Sand:	2,248 pounds
Darex (W.R.Grace):	3 ounces (Air Entrainment Additive or equivalent)
Bentonite:	6 pounds (to be mixed with sufficient water in colloidal mixture and added at the job site)

B. The mixture used for grouting shall be of a creamy consistency. Samples of the grout mixture when set aside in a standard concrete test mold shall show less than one percent of the mixture height of free water on the surface after standing not less than 12 hours.

C. One set of three (3) 3" x 6" sample test cylinders shall be made for each mix preparation. The minimum 28 day strength shall be no less than 1000 psi. The required slump is 5 inches. The maximum allowable slump is 9 inches. Slump should be as low as practical to maintain viscosity, proper "flow," and still retain ability to pump.

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING PIPE

A. CONTRACTOR shall uncover and remove existing pipe as shown on the Drawings. No pipe shall be removed until the new pipe is installed and placed in operation.

B. All buried pipe uncovered and removed from the trench shall be properly disposed by the CONTRACTOR unless the Owner has specifically requested that the pipe be salvaged to the Owner.

C. Exposing and removing existing asbestos-cement pipe shall be performed in strict accordance with all applicable rules, regulations, laws and standards. The CONTRACTOR shall be responsible for ensuring that all rules, regulations, laws, and standards are met and for monitoring quality control.

D. All asbestos-cement pipe shall be properly disposed in accordance with all rules, regulations, laws, and standards.

3.02 IN-PLACE GROUTING OF EXISTING PIPE

A. Grout shall be introduced into the lowest end of the line section to be grouted in order to displace air and entrapped water within the pipeline. The ends of these sections shall be capped. Grouting of pipes shall be completed in sections not exceeding 400 feet in length and shall not be completed in more than three (3) stages with the final stage containing at least 50 percent of the volume to be grouted for the section.

B. The grouting program shall consist of pumping sand-cement grout with suitable chemical additives at pressures necessary to fill the pipe sections in order to prevent the potential for future collapse.

C. The pump used for grouting should be a continuous flow, positive displacement model with a pugmill type mixing vat having a minimum shaft speed of 60 rpm and incorporated as an integral part of the equipment. Alternate equipment may be used subject to the approval of the ENGINEER. The rate of pumping shall not exceed six (6) cubic feet per minute.

D. The CONTRACTOR shall provide standpipes and/or additional means of visual inspections as required by the ENGINEER to determine if adequate grout material has filled the entire pipe section(s). The CONTRACTOR shall make necessary provisions for the ENGINEER's representative to monitor all grouting operations.

E. All pipe to be taken out of service shall be capped or plugged with a fitting or material that will prevent soil or other material from entering the pipe. All caps and plugs shall be subject to approval by the ENGINEER.

3.03 MONITORING

A. The ENGINEER or COUNTY representative may stop the grouting operations at any time, if in his judgement, the operation does not comply with these Specifications or if the work is not to his satisfaction.

B. The ENGINEER or COUNTY representative shall make all measurements of pipe length grouted and grout quantity pumped, and maintain records of each day's operations for the benefit of the Owner and the CONTRACTOR. The quantities recorded by the ENGINEER or his representative shall be considered final.

END OF SECTION

SECTION 02666-IDENTIFICATION AND MARKING MATERIALS

PART 1 - GENERAL - Not Used

PART 2 - PRODUCTS

2.01 ELECTRONIC MARKER BALLS

A. Electronic marker balls and a continuous, insulated 10 gauge copper wire shall be installed on all Seminole County owned utility systems for location purposes. Marker balls shall consist of a passive device capable of reflecting a specifically designated repulse frequency tuned to the utility being installed. Balls shall be four inches (4") in diameter with a high density polyethylene shell. Marker balls shall be color coded in accordance with American Public Works Association's Utility Location and Coordinating Council Standards. Balls shall be as manufactured by Scotch-Mark Locator System.

B. Marker balls shall be Omni Markers four inch (4") diameter as follows:

1. Water- Model 161 blue
2. Wastewater force mains-Model 162 green
3. Reuse-Model 162 green
4. Electrical 160 red

2.02 LOCATING WIRE

All pressure mains shall be installed with a continuous color-coded. Insulated 10 gauge solid core copper wire installed directly on top of the pipe.

2.03 PRESSURE PIPE IDENTIFICATION

A. PVC pressure pipe and PE tubing shall be color coded. Blue shall be used for potable water, green shall be used for pressure sewer mains, and pantone purple shall be used for reclaimed water mains. In order to preclude possible domestic water tapping, all underground ductile iron sanitary sewage force mains and reclaimed mains shall be marked with a continuous painted stripe; stripe shall be two-inch (2") minimum width located within the top ninety degrees (90°) of the pipe. Sanitary sewage force main shall be green and reclaimed mains shall be pantone purple.

B. All polyethylene pipe shall be black, and shall contain a continuous colored stripe, 2 inches wide, located at no greater than 90 degree intervals around the pipe. Stripes shall be impregnated or molded into the

pipe by the manufacturer. Application of the stripes after manufacture is not acceptable. Stripe color shall be:

1. Potable Water Mains - blue stripes
2. Reclaimed Water Mains - purple stripes
3. Force Mains - brown stripes

C. Identification tape shall be Lineguard as manufactured by Lineguard, Inc., Wheaton, IL consisting of a two inch (2") minimum width plastic and metallized foil for detection by pipeline locating equipment. Tape shall be coded as follows:

PIPE	COLOR	PRINTING
Potable Water	Blue	"Caution Buried Water Line Below"
Reuse Water	Purple	"Reclaimed Water Buried Below"
Force Main	Brown	"Caution Buried Force Main Below"

2.04 OTHER IDENTIFICATION REQUIREMENTS

A. Water Service: Seminole County water services will be marked with a 2" x 4" x 4' minimum wood stake or a 2" diameter x 4' minimum long PVC pipe placed vertically in ground with the top 2' painted blue located behind the meter box and a minimum marker burial depth of 2'. Additionally, 3" wide by 6" high letters will be etched or cut in the concrete curb and painted blue. Use the letter "W" for water services, "V" for valves, and "B.O." for blow offs.

B. Sewer Lateral: Seminole County sewer lateral locations will be marked by etching or cutting a 3" wide x 6" high "S" in the concrete curb and then painting it red. The terminal end of the lateral will have a 2" x 4" x 4' minimum wood stake or a 2" diameter x 4' long minimum PVC pipe placed at its invert and extending a minimum of 2' above finished grade with the top 2' painted red and a minimum marker burial depth of 2'. In addition, there will be a re-usable electronic marker ball installed County Detail C-21A

C. Valve Boxes and Meter Boxes: Covers are to be marked with permanently affixed, minimum 1½" letters to identify as follows:

"WATER" - Potable Water
"REUSE" - Reclaimed Water
"SEWER" - Sanitary Forcemain

PART 3 - EXECUTION

3.01 ELECTRONIC MARKER BALLS

A. On water, force mains, and reuse systems, electronic markers shall be furnished and installed so that a marker will be located at one hundred foot (100') intervals along the pipeline length. Markers shall also be placed at changes in direction, tees, or other points of connection and as directed by the Engineer. On gravity sewer systems, markers will only be placed at the terminal ends of the service laterals.

B. Marker balls shall be placed in a position directly above the pipe and hand backfilled one foot (1') above the ball to prevent damage or movement during subsequent backfilling. Depth of burial shall not be less than one and one half feet (1½') nor more than two feet (2').

3.02 IDENTIFICATION TAPE

During the backfilling operating, install pipe-locating tape one foot below grade directly above and parallel to the pipe run with the printed side up for visual identification.

END OF SECTION

SECTION 02675-DISINFECTION, CLEANING AND TESTING OF WATER AND SEWER MAINS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Cleaning, disinfection, biological testing, pressure testing, and inspection of potable and reclaimed water distribution systems and wastewater collection systems.

1.02 PAYMENT

A. Payment for cleaning and disinfecting water mains, fittings, and appurtenances shall be incidental to the work.

B. Payment for construction of sample taps and laboratory testing shall be incidental to the work.

1.03 REFERENCES

A. AWWA C651 - Disinfecting Water Mains.

B. Florida Administrative Code, Chapter 10D4 - Water Systems.

C. ASTM F2164 - Field Leak Testing of Polyethylene (PE) Pressure Piping Systems Using Hydrostatic Pressure

1.04 SUBMITTALS (NOT APPLICABLE)

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 FLUSHING

A. All water and force mains shall be full diameter flushed to remove all sand and other foreign matter. A flushing plan is to be submitted to the Project Manager prior to flushing. The velocity of the flushing water shall be

sufficient to remove all foreign material including sand. Flushing shall be terminated at the direction of the ENGINEER. The CONTRACTOR shall dispose of the flushing water without causing a nuisance or property damage.

3.02 TESTING OF PRESSURE MAINS (PVC AND DI PIPE)

A. Leakage Test: Leakage and pressure tests shall be conducted in the presence of the Engineer. The Contractor will provide a suitable pressure gauge for the test. The Contractor will provide all other necessary apparatus including a pump, flow measuring device, piping connections and fittings and the necessary labor to conduct the tests. The pressure test shall be of two hour duration. During the pressure test, the pipe being tested shall be maintained at a pressure of not less than 150 psi. During the leakage test, the piping being tested shall be maintained at operating pressure. Leakage is defined as the quantity of water added to the pipe being tested during the test period. No pipe installation will be accepted if the leakage exceeds the quantities specified in AWWA C-600, Section 4.2. Visible leakage shall be corrected regardless of total leakage. The Contractor shall submit to the Engineer the testing pattern he proposes to follow prior to testing for the Engineer's approval.

B. Flushing of Completed Pipelines: Following the leakage test, each section of completed pipeline shall be as thoroughly flushed as possible. A minimum flow shall be used for flushing that will insure a velocity in the pipe of 2.5 ft. per second. Water required for testing and flushing shall be furnished by the Contractor. The water shall be from a potable water source satisfactory to the Owner.

C. Water for Testing and Flushing: Water required for testing and flushing shall be furnished by the Contractor. The water shall be from a potable water source satisfactory to the Owner. The cost of the water shall be included in the unit cost of the pipe and no separate payment will be made for this item.

3.03 TESTING OF PRESSURE MAINS (POLYETHYLENE PIPE)

A. Conduct hydrostatic pressure testing of installed polyethylene pipe in accordance with ASTM F2164.

B. Piping shall be slowly filled with water and all air expelled. Care shall be taken that all air valves are installed and open in the section being filled,

and that the rate of filling does not exceed the venting capacity of the air valves.

C. Subject pipeline to be tested to a 4 hour expansion phase prior to commencing leakage testing. Pipeline expansion shall be accomplished by applying hydrostatic test pressure of 150 psi (water mains), 200 psi (fire mains) or 100 psi (reclaimed water mains). In order to compensate for the initial expansion of the pipeline, add sufficient make-up water at hourly intervals to return to the required test pressure. At the end of the fourth hour, the test phase is to commence.

D. At the conclusion of the fourth hour of the expansion phase, fill the pipeline again with makeup water to return to the test pressure. The test phase shall consist of a two hour or three hour pressure test, as required by the Engineer. At the end of the test phase, measure the amount of makeup water required to return to the test pressure. The pipeline passes the pressure test if the makeup water required does not exceed the following:

Nominal Pipe Size (In)	Allowable Makeup Water (Gallons / 100 Ft Of Pipeline)	
	Two Hour Test	Three Hour Test
2	0.11	0.19
4	0.25	0.4
6	0.6	0.9
8	1.0	1.5
10	1.3	2.1
12	2.3	3.4
16	3.3	5.0
18	4.3	6.5
20	5.5	8.0
24	8.9	13.3
28	11.1	16.8

D. If any defects or leaks are revealed, they should be corrected and the pipeline retested after a minimum 24 hour recuperation period between tests. Total testing conducted on a section of pipeline shall not exceed 8 hours within a 24 hour period.

E. All apparent leaks discovered within one year from the date of final acceptance of the work by the Owner shall be located and repaired by

Contractor, regardless of the total line leakage rate.

3.04 CLEANING, DISINFECTION, STERILIZATION AND BACTERIOLOGICAL TESTING OF WATER MAINS

A. The Contractor shall flush mains and arrange for complete sterilization by chlorination to be accomplished under the direction of the Engineer. Work shall conform to applicable provisions of AWWA C651 "Disinfecting Water Mains." Water with a chlorine content of 100 PPM shall be evenly distributed throughout the pipe system and allowed to remain in the pipe for 24 hours before it is flushed out and samples are taken by the County's designated sampler. Water mains shall not be flushed between samples. If such samples do not demonstrate satisfactory results, rechlorination and payment for additional samples will be required. Service connections made before testing shall be disinfected also.

B. Contractor shall construct sample taps at the locations shown on the drawings or as required by the Local Health Unit.

C. Sample taps shall be left running so that samples may be collected by the testing laboratory as required by the Local Health Unit.

D. Should samples be unsatisfactory, Contractor shall rechlorinate the pipe lines, reflush, and set up additional sampling with the testing laboratory until accepted by the Engineer.

3.05 GRAVITY SEWER TESTING - N/A

3.06 FIRE HYDRANT TESTING

The Contractor shall provide a post-construction fire flow test witnessed and approved by the County. Hydrants shall deliver a minimum of 1250 gpm with a residual pressure of 20 psi.

3.07 FIELD QUALITY CONTROL

A. All tests, inspections, disinfection and record drawings shall be conducted and prepared in accordance with Seminole County Water and Sewer Standards as contained in the Land Development Code.

B. The County reserves the right to require main clearing and flushing activities to be performed during periods of low demand, depending upon the volume

and rate of water required to perform the activities. Low demand periods typically occur between midnight and 5:30 a.m. Should the County impose this requirement on the Contractor, it shall be done at no additional cost to the County.

END OF SECTION

SECTION 02820

FENCES AND GATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General Fence Requirements

B. Fence Gates

1.02 REFERENCES

A. Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction and Roadway and Traffic Design Standards, latest implemented editions:

1. Index No. 452 - Fence Type B
2. Specification Section 550 - Fencing

1.03 SCOPE OF WORK

A. Furnish all materials, equipment, transportation, tools and labor, unless otherwise specified, to construct fencing and other appurtenances, and all items called for or that could reasonably be inferred from the drawings, including fabric, posts, frame, bracing, gates and all accessories for a complete job ready to operate. If any items for a complete job are omitted or not shown, the Contractor shall furnish and install the same without cost to the Owner.

B. For projects that require fence to be removed and replaced, the intent is to reinstall removed fence. Where fence has been damaged or cannot be reused, replace with new fence meeting these specifications and matching the height, color of fabric, and accessories (such as barbed wire attachments) as the existing fence.

1.04 SUBMITTALS

A. Provide product data and shop drawings for all posts, rails, chain link fence fabric, tension wire, gates.

B. Provide drawings indicating the location of all pull posts and gate locations.

PART 2 PRODUCTS

2.01 GENERAL

All fence and gate material shall be FDOT Fence Type B, per FDOT Roadway and Traffic Design Standards and Standard Specifications for Road and Bridge Construction. Per these standards, there are a number of options for the fence materials. Listed below are the material options selected by the Owner to be used for this project.

2.02 LINE POSTS

A. Zinc galvanized steel pipe (galvanized at 1.8 oz per square foot), Schedule 40.

B. Required Size:

1. General Fencing (ponds, right-of-way, property boundaries): 1½ inch nominal diameter
2. Lift Station Site Fencing: 2 inch nominal diameter

2.03 CORNER, END, AND PULL POSTS

A. Zinc galvanized steel pipe (galvanized at 1.8 oz per square foot), Schedule 40.

B. Required Size:

1. General Fencing (ponds, right-of-way, property boundaries): 2 inch nominal diameter
2. Lift Station Site Fencing: 3 inch nominal diameter

2.04 RAIL

A. Zinc galvanized steel pipe (galvanized at 1.8 oz per square foot), Schedule 40.

B. Required Size:

1. General Fencing (ponds, right-of-way, property boundaries): 1¼ inch nominal diameter
2. Lift Station Site Fencing: 1½ inch nominal diameter

2.05 CHAIN LINK FABRIC

A. No. 9 gage steel wire zinc coated (coated at 1.8 oz per square foot). The gage requirement refers to the wire plus zinc coated diameter, and does not include any other coatings.

B. Top to be twisted and barbed, bottom to be knuckles.

C. Required Mesh Size:

1. General Fencing (ponds, right-of-way, property boundaries): 2 inch
2 Lift Station Site Fencing: 1 inch

E. Required Height (measured from bottom of fabric to top of fabric):

1. General Fencing (ponds, right-of-way, property boundaries): 5 feet
2. Lift Station Site Fencing: 7 feet

2.06 TENSION WIRE

No. 7 gage steel wire zinc galvanized (galvanized at 1.8 oz per square foot). The gage requirement refers to the wire plus zinc coated diameter, and does not include any other coatings.

.2.07 TIE WIRE

No. 9 gage steel wire zinc galvanized (galvanized at 1.8 oz per square foot). The gage requirement refers to the wire plus zinc coated diameter, and does not include any other coatings.

2.08 GATES

A. Provide single swing gate, hinged to swing total of 180 degrees so gate can swing in or out. Also provide latches, locking device.

B. All materials to match fencing materials identified above.

C. Height of gate to match height of fence. Gate opening to be 48 inches.

2.09 MISCELLANEOUS HARDWARE

Zinc coated commercial grade steel.

PART 3 EXECUTION

3.01 POSTS

Embed all posts in 3000 psi concrete bases. All posts to extend 3 feet minimum into concrete base. All concrete base diameters to be 12 inches, top of base to crowned 1 inch above grade, bottom of base to be 6 inches below bottom of post.

3.02 FENCE FABRIC, WIRE, RAILS, AND ACCESSORIES

Install per FDOT requirements.

END OF SECTION

SECTION 02930 - GRASSING AND SODDING

PART 1 - GENERAL

1.01 DESCRIPTION: The Contractor shall furnish all materials and labor necessary for construction. It is the intent of this specification that damaged areas are to be replaced in kind, with sod to be used for all maintained yard areas.

1.02 STORAGE OF MATERIALS: The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic or interfere with other aspects of the work.

1.03 All disturbed areas having slopes in excess of 3:1, located drainage ditch or located within existing landscaped areas with turf grass shall be restored with solid sodding.

PART 2 - PRODUCTS

2.01 SOD: Sodding shall be in accordance with section 575-1 through 575-2 of the DOT Specifications. Sod being replaced in existing sodded areas shall be replaced in kind. Sod in new areas shall be St. Augustine Floratam. Sod in existing areas shall match existing sod type, as approved by the Engineer.

2.02 GRASS: Grassing shall be in accordance with Section 570-1 through 570-3 of the DOT Specifications. All seed shall be Argentine Bahia.

PART 3 - EXECUTION

3.01 SOD AND MULCHING:

A. Sodding shall be in accordance with Section 575-3 of the DOT Specifications.

B. Grassing shall be in accordance with Section 570-4 through 570-5 of the DOT Specifications.

C. Mulching shall be in accordance with Section 570-4.6 of the DOT Specifications.

3.02 MAINTENANCE: Grassing, sodding and mulching shall be maintained in accordance with Section 570-4.8 and 570-5 of the DOT Specifications.

3.03 SPRINKLER SYSTEM: Where sprinkler/irrigation systems require repair or replacement, the Contractor's sodding or seeding operation shall not commence until the Engineer has approved the repaired or replaced system.

END OF SECTION

SECTION 03300 - CONCRETE WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Formwork for structural concrete.

B. Reinforcing steel.

C. Cast-in-place concrete.

1.02 SYSTEM DESCRIPTION

A. Design/Performance Requirements: Design, engineering and construction of formwork and shoring is responsibility of the Contractor.

1. Design formwork with sufficient strength to withstand forces due to placement and vibration and sufficient rigidity to maintain specified tolerances.
2. Design loads, lateral pressure, and allowable stresses in accordance with ACI 347.

1.03 SUBMITTALS

A. Product Data: Manufacturers data and application and installation recommendations for admixtures, curing compounds, and others as requested.

B. Mix Designs: Copies of each mix design required. Include specific admixture names and proportions for each mix design. Submit statistical strength data in accordance with ACI Code.

C. Shop Drawings: Submit detail drawings for reinforcing steel in compliance with ACI 315.

PART 2 - PRODUCTS

2.01 FORM MATERIALS

A. Structural Concrete Forms for Beams, Columns, and Slabs: New or properly reconditioned plywood material designed to conform to requirements of ACI

Special Publication No. 4 to support wet concrete without deflection; PS-1 B-B plywood; Class 1; EXT-APA; sanded; mill oiled; and edge sealed.

B. Form Coatings: Colorless commercial formulation form release and sealer compounds that will not bond with stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

C. Form Ties: Adjustable length, removable or snapoff metal form ties, 1-1/2 in. break back, and maximum hole left 1-1/4 in. diameter.

D. Bevels and Rustications: Wood strips milled to shapes indicated or formed rigid plastic strips.

E. Construction Joints: 24 ga. galvanized steel keyway form type with knockout holes spaced 6 in. on center to receive doweling.

F. Joint Fillers: Premolded mastic strips, asphalt impregnated, ASTM D1751.

2.02 REINFORCING MATERIALS

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

B. Steel Wire: ASTM A 82, plain, cold-drawn steel.

C. Welded Wire Fabric: ASTM A 185; welded.

D. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place.

E. Tie Wire: 16 ga. annealed.

F. Fabricate reinforcing in accordance with ACI 315.

2.03 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, Type I.

B. Fly Ash: ASTM C 618, Type F, except that the maximum allowable loss on ignition shall be 2.5 percent and a maximum of 24 plus or minus 2 percent may be retained on a no. 325 sieve. Use one source of fly ash throughout project. Add with cement.

C. Aggregates:

1. Coarse: ASTM C 33, clean, washed, sound and crushed, from a single source for exposed concrete. Use largest size practicable for each condition except do not exceed the following:
   a. 1/5 the narrowest dimension between forms.
   b. 3/4 in. min. clear spacing between reinforcing bars.
   c. 1/3 the thickness of slabs.
2. Fine: ASTM C 33, clean, washed sand, sound and uncoated grains.
3. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to - Engineer.

D. Water: Potable or reclaimed.

E. Air-Entraining Admixture: ASTM C 260.

F. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.

G. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.

H. Water Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.

2.04 RELATED MATERIALS

A. Non-Shrink Grout: CRD-C 621, non-metallic factory pre-mixed grout, minimum compressive strength of 2400 psi in 2 days and 7000 psi in 28 days.

B. Absorptive Cover: Burlap cloth made from jute or kenaf, weighing approximately 9 oz. per sq. yd., complying with AASHTO M 182, Class 2.

C. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.

1. Waterproof paper.
2. Polyethylene film.
3. Polyethylene-coated burlap.

D. Liquid Membrane Forming Curing Compound: ASTM C 309, Type 1-D, Class A. Moisture loss not more than 0.055 gr./sq. cm. when applied at 200 sq. ft./gal.

E. Bonding Compound: Acrylic or Styrene Butadiene base. Source Products/Mfgs.:

1. Everbond/L & M Construction Chemicals.
2. Sonocrete/Sonneborn-Rexnord.
3. Acrylic Bondcrete/The Burke Co.
4. Daraweld C/W.R. Grace.

F. Epoxy Adhesive: ASTM C 881, 2 component material suitable for use on dry or damp surfaces. Provide material Type, Grade, and Class to suit project requirements. Source Products/Mfgs.:

1. Thiopoxy/W.R. Grace.
2. Sikadur Hi-Mod/Sika Chemical Corp.
3. Euco Epoxy 452 or 620/Euclid Chemical Co.
4. Patch and Bond Epoxy/The Burke Co.

2.05 PROPORTIONING AND DESIGN OF MIXES

A. Owner shall provide and pay for Testing Laboratory services for preparation of design mixes for each type and strength of concrete by either laboratory trial batch or past field experience methods as specified in ACI 301.

1. Proportion materials as specified in ACI 211.1, except as modified herein.
2. Fly Ash: Maximum 20 percent by weight of total cementitious material of mix.
3. Do not begin concrete production until mixes have been reviewed and approved by Engineer.

B. Schedule of Concrete Types: Provide mix designs for the compressive strength scheduled with the following minimum properties:

Minimum 28 day Compressive Strength (f'c) (psi)	Maximum Water-Cement Ratio by Weight (lb/lb)	Minimum Cement Content (lbs/Cubic Yard)
2500	0.55	423
3000	0.50	470

4000	0.45	564

1. Introduce admixtures in quantities and according to methods recommended by the admixture manufacturer. Do not use calcium chloride.
2. All concrete for sanitary structures shall be 4,000 PSI minimum.

C. Air Entrainment: Provide concrete with total air content as follows, and as measured in accordance with ASTM C 231:

Nominal maximum size of coarse aggregate, in.	Total air content percentage by volume
3/8	6 to 10
1/2	5 to 9
3/4	4 to 8
1	3.5 to 6.5
1-1/2	3 to 6

D. Slump Limits: Concrete, when placed at the forms, shall have a slump within the following limits as measured in accordance with ASTM C 143.

1. Minimum slump of one in.
2. Tolerance of plus or minus one in.
3. Mass concrete: 2 in.
4. Reinforced concrete: 3 in.

2.06 CONCRETE MIXING

A. Provide batch ticket for each batch discharged and used in work.

B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.

1. Mix concrete minimum 10 minutes, 5 minutes of which is at job site, after last addition of water.
2. Do not retemper concrete in truck. Do not use concrete which has been in truck for more than 1-1/2 hours after addition of water, or concrete which has become harsh or nonplastic.
3. Do not add water to concrete at site.

C. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Coordinate and examine formwork, reinforcing steel, embed inserts, sleeves, joint materials and vapor retarder for proper installation.

B. Do not proceed until unsatisfactory work has been corrected.

3.02 INSTALLATION

A. Design, erect, support, brace, and maintain formwork to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure.
   1. Allowable tolerances for Structural Concrete Forms shall comply with ACI 301 and 347; camber in slabs and beams shall comply with ACI 301.
   2. Locate and install formed construction joints as shown or, if not indicated, locate so as not to impair strength and appearance of the structure, and as approved by the Engineer.
   3. Provide keyways at least 1-1/2 in. deep in construction joints in walls, slabs, and between walls and footings; accepted bulkheads designed for this purpose may be used for slabs.

B. Space shoring in such a manner that no member will be excessively loaded or will induce stress in concrete members. Extend shores beyond minimums to ensure proper distribution of loads throughout structure.

C. Comply with CRSI Manual of Standard Practice, ACI 315, and ACI 318 for details and methods of reinforcement, placement, and supports.

   1. Clean reinforcement of loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
   2. Where conduit, piping, inserts, and other penetrations or sleeves interfere with the placing of reinforcing steel, notify Engineer and obtain directions for relocating prior to pouring concrete.

D. Concrete Placement:

   1. Moisten wood forms immediately before placing concrete where form coatings are not used.
   2. Comply with ACI 304, Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete, and as herein specified.

3. Deposit concrete in forms in horizontal layers not deeper than 24 in.; place each layer while preceding layer is still plastic to avoid cold joints.
4. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping in accordance with ACI 309.
5. Do not use vibrators to transport concrete inside forms. Do not insert vibrators into lower layers of concrete that have begun to set.
6. Deposit and consolidate concrete slabs in a continuous operation within limits of construction joints.
7. Bring slab surfaces to correct level with straightedge and strikeoff. Do not disturb slab surfaces prior to beginning finishing operations.
8. Maintain reinforcing, inserts, embeds, and joints in proper position during concrete placement operations.

E. Reinforcement Concrete Coverage:

1. Concrete cast against and permanently exposed to earth: 3 in.
2. Concrete exposed to a retained liquid: 3 in.
3. Concrete exposed to earth or weather: 2 in.
4. Slabs and walls not exposed to weather or in contact with ground: 1-1/2 in.
5. Beams and columns not exposed to weather or in contact with ground - primary reinforcement, ties, stirrups, and spirals: 1-1/2 in.

F. In the event of rain during concrete placement, terminate pour as soon as practicable at a point approved by the Engineer and protect freshly placed concrete with a waterproof covering that will prevent marring or damage of surfaces.

G. Contraction (Control) Joints in Slabs-on-Ground: Saw cut 1/8 in. x 1/4 slab depth as soon as possible after slab finishing.

H. Hot Weather Placing: Comply with ACI 305 and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg. F.
2. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
3. Use approved water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions.

G. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

1. When air temperature is below 40 deg. F maintain concrete mixture temperature between 50 and 70 deg. F.
2. Do not use frozen materials or place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators.

3.03 REMOVAL OF FORMS AND SHORING

A. Remove formwork and shoring progressively and in accordance with ACI 301 and ACI 347 so that no unbalanced loads are imposed on the structure. Notify Engineer when formwork removal is scheduled to begin.

B. Do not remove shoring and formwork until members have acquired strength required to support their own weight plus imposed loads and the concrete has attained 75 percent of required 28 day compressive strength. Reshore structural members as original shores are removed.

C. Formwork not directly supporting weight of concrete, may be removed after 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and providing curing and protection operations are maintained.

D. In the event the Contractor wishes to remove formwork at an earlier time than specified, the Contractor shall pay for and have testing laboratory obtain 2 additional concrete test cylinders to confirm strength requirement for early form recovery.

3.04 FINISH OF FORMED SURFACES

A. Repair of tie holes and deep depressions:

1. Flush with clean water and tamp to overfill with cement drypack mix.
2. Cure as specified for concrete and grind flush with adjacent surface.

B. Repair of Rock Pockets, Honeycomb, and Sand Streaks:

1. Cut and remove concrete to at least one in. deep with sides perpendicular to surface.

2. Flush with clean water, coat with Neat cement paste, then fill with cement drypack mix in at least 2 layers to overfill.
3. Cure as specified for concrete and grind smooth and flush with adjacent surfaces.

C. As Cast Finish: For formed concrete surfaces not exposed-to-view in the finish work.

1. Repair and patch tie holes and defective areas and rub down or chip off fins and other projections exceeding 1/4 in. in height.
2. Fill and patch bug holes one in. and larger.

3.05 MONOLITHIC SLAB FINISHES

A. Apply slab finishes in accordance with ACI 301.

1. Screed surfaces to proper elevations and profiles indicated before bleedwater accumulates on surface.
2. Begin finish procedures as soon as bleedwater disappears from surfaces.
3. Slope surfaces uniformly to drains where required.

B. Float Finish: Apply to surfaces to receive trowel finish, membrane or elastic waterproofing.

1. Power float to a true plane within 1/4 in. in 10 ft. - Class B tolerance.
2. Hand float if area is small or inaccessible to power units.
3. Immediately after leveling, refloat surface to a uniform, smooth, granular texture.

C. Trowel Finish: Apply to surfaces to be exposed-to-view, and slab surfaces to be covered with paint.

1. Power trowel to a true plane within 1/8 in. in 10 ft. - Class A tolerance.
2. Begin final troweling when surface produces a ringing sound then consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance

D. Light Broom Finish: Apply to exterior concrete slabs, steps, and walks, and other pedestrian traffic areas. Apply float finish, then immediately slightly roughen concrete surface by brooming with soft fiber bristle broom perpendicular to main traffic route.

3.06 CONCRETE CURING AND PROTECTION

A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Begin curing procedures before concrete has dried and continue for at least 7 days in accordance with ACI 301 procedures.

1. Extend specified curing time if 7 days compressive strength tests indicate that 28 day compressive strength will be less than 90 percent of specified strength.

C. Curing Methods: Perform curing of concrete by curing and sealing compound, by moist curing, by moisture retaining cover curing, and by combinations thereof, as herein specified.

1. Provide moist curing by one of the following methods.
   a. Maintain surface continuously wet by covering with water or sprinklering.
   b. Continuous water fog spray.
   c. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet.
2. Provide moisture cover curing as follows:
   a. Cover surface with moisture retaining cover lapped at least 12 in. and sealed by waterproof tape or adhesive.
   b. Wet entire surface thoroughly with fine spray of water.
3. Provide curing and sealing compound on exterior slabs, walks, and curbs, as follows:
   a. Apply to concrete slabs as soon as final finishing operations are complete in continuous operation by power spray or roller in accordance with manufacturer's directions.
   b. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete.
   c. Apply a second coat over areas scheduled to receive a sealer/dustproofer finish.

D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above.

E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by application of appropriate curing method,

except cure surfaces to receive liquid floor hardener or finish flooring by use of moisture retaining cover.

3.07 FIELD QUALITY CONTROL

A. The Owner shall employ a testing laboratory to perform test and submit test reports, except as designated otherwise.

B. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests, and any subsequent retests, indicate the material and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay the laboratory costs incurred in such tests.

C. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.

1. Slump: ASTM C 143; one test at point of discharge for each set of compression cylinders taken; additional tests when concrete consistency appears to have changed. In addition, Contractor shall perform one test on each truck load of concrete delivered to the site.
2. Air Content: ASTM C 231 pressure method for normal weight concrete; one for each set of compression cylinders taken.
3. Molded Concrete Compression Cylinders: Sample in accordance with to ASTM C 172, process and cure in accordance with to ASTM C 31, and prepare and test in accordance with to ASTM C 39.
   a. Obtain one set of 4 cylinders for each 50 cu. yd., or fraction thereof, for each day's placement of each mix design.
   b. Test one cylinder at age 3 days or 7 days, as required by job conditions, and 2 cylinders for one valid strength test at 28 days.
   c. Cure and hold fourth cylinder for testing at 42 days if 28 day test indicated deficient results, or as a spare in case of cylinder damage.

END OF SECTION

SEMINOLE COUNTY

Fern Park

Water System Improvements - Phase 1

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

County Commissioners

DISTRICT 1:
BOB DALLARI

DISTRICT 2:
RANDALL C. MORRIS

DISTRICT 3:
DICK VAN DER WIEDE

DISTRICT 4:
CARLTON D. HENLEY

DISTRICT 5:
BRENDA CAREY

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3. SUMMARY OF QUANTITIES
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6. DEMOLITION PLAN
7. - 10. PLAN AND PROFILE
11. UTILITY DETAILS

cph
Engineers
Architects
Surveyors
Planners
Landscape Architects
Environmental Scientists
Construction Management
Design / Build
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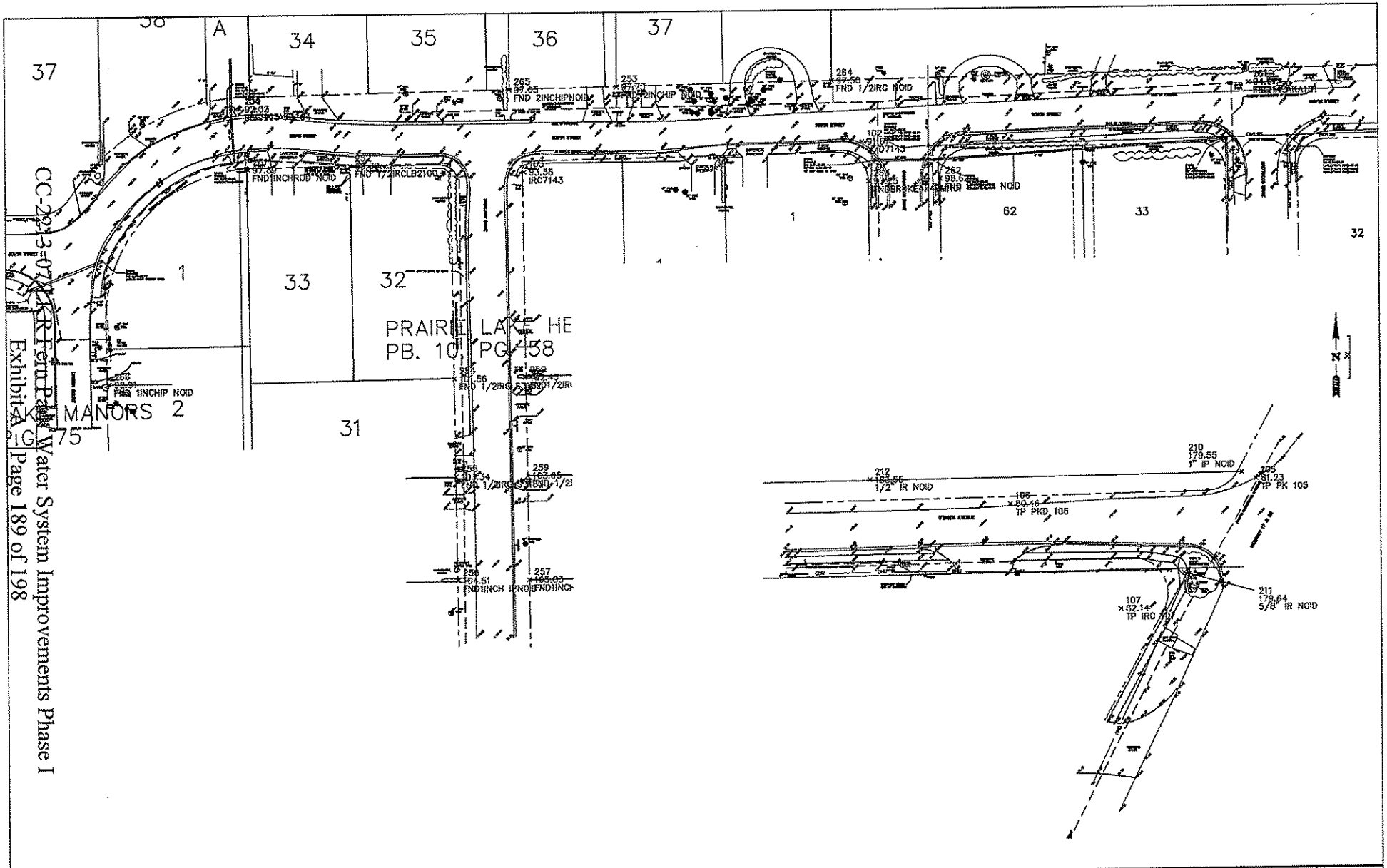
Certificate of Authorization No. 3215

JOB# S0952
DATE: APRIL 2007

N. Katrina Bowman, PE
45155



No.	Date	Revision	Approved	No.	Date	Revision	Approved

Designed by:	WCE	5/07	Scale: 1" = 30'
Drawn by:	GDS	5/07	
Checked by:	RAN	5/07	Date: JAN. 2007
Approved by:	TJG	5/07	Job No. S0952
Certificate of Authorization No. 7142			File: SURVEY

Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY

Thomas J. Gallaway P.S.M.
6549

SURVEY

Sheet No.
2

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SUMMARY OF QUANTITIES

PAY ITEM NO.	DESCRIPTION	UNITS	Sheet 6	Sheet 7	Sheet 8	Sheet 9	Sheet 10	QUANTITY
1	Mobilization	LS						1
2	Preconstruction Video	LS						1
3	Maintenance of Traffic	LS						1
4	Erosion and Sediment Control	LS						1
5	Clearing and Grubbing	LS						1
6	Demolition (WTP Site)	LS	1					1
7	Restoration (WTP Site)	LS	1					1
8	Remove and Reinstall Mailboxes	LS						1
9	Remove and Replace Landscaping	LS						1
10	Asphalt Pavement (Open Cut, Remove and Replace)	SY		89				89
11	Mill and Resuface Asphalt Pavement, Re-Stripe	SY		561				561
12	Asphalt Driveway (Remove and Replace)	SY		35				35
13	Concrete Curb (Remove and Replace)	LF		58				58
14	Concrete Sidewalk (Remove and Replace)	SY		24			58	82
15	Sodding (Bahia)	SY	600	128				728
16	Sodding (St. Augustine)	SY		239	181	47	97	565
17	Remove Existing Chain Link Fence	LF	170					170
18	Type "B" Fence (6 ft)	LF	284					284
19	Single Swing Gate (4-ft Opening)	EA	1					1
20	Fittings (Water Main)	TN		1.02	0.51	0.20	0.26	1.99
21	8" PE Water Main (Directional Drill)	LF		511	259	190	184	1144
22	Crossing at Highland Dr.: 16" PE Casing w/ 8" PE carrier pipe (Directional Drilled) or 16" Steel Casing w/ 8" PVC or DI Carrier Pipe (Jack and Bored)	LF		50				50
23	8" Water Main (PVC or D.I.) (Open Cut)	LF		220	78	20	46	364
24	4" Water Main (PVC or D.I.) (Open Cut)	LF					10	10
25	Remove Existing Valve (2", 3")	EA		4				4
26	8" Gate Valve	EA		6	1	1	1	9
27	Fire Hydrant Assembly	EA		1	1	1	1	4
28	Water Service Line (1.5") (Open Cut)	LF		61	14	28	5	108
29	Water Service Line (1.5") (Directional Drill w/3" PVC Sleeve)	LF		62		32		94
30	Water Service Line (2") (Open Cut)	LF		20				20
31	Single Water Service	EA		3		3	1	7
32	Double Water Service	EA		3	1			4
33	8" x 2" Service Saddle and 2" Gate Valve	EA		2				2
34	3" x 3" Tapping Sleeve and Valve	EA		1		1		2
35	6" x 6" Tapping Sleeve and Valve	EA			1			1
36	8" x 8" Tapping Sleeve and Valve	EA					1	1
37	Line Stop Assembly (6")	EA	1					1
38	Restrained Cap with Concrete Thrust Collar (6")	EA	1					1
39	Connect to Existing 2" WM w/ 2" Coupling	EA		1				1
40	Connect to Existing 2" Galv. WM at Existing Valve	EA		1				1
41	Plug Existing 1" WM with 1" Brass Plug	EA			1			1
42	Plug Existing 2" WM with 2" Brass Plug	EA		9		2		11
43	Remove Plug and Connect to Existing 4" WM	EA					1	1
44	Temporary Jumper Connection	EA			1		1	2
45	Temporary Blowoff and Sampling Point	EA		2	1	1	2	6

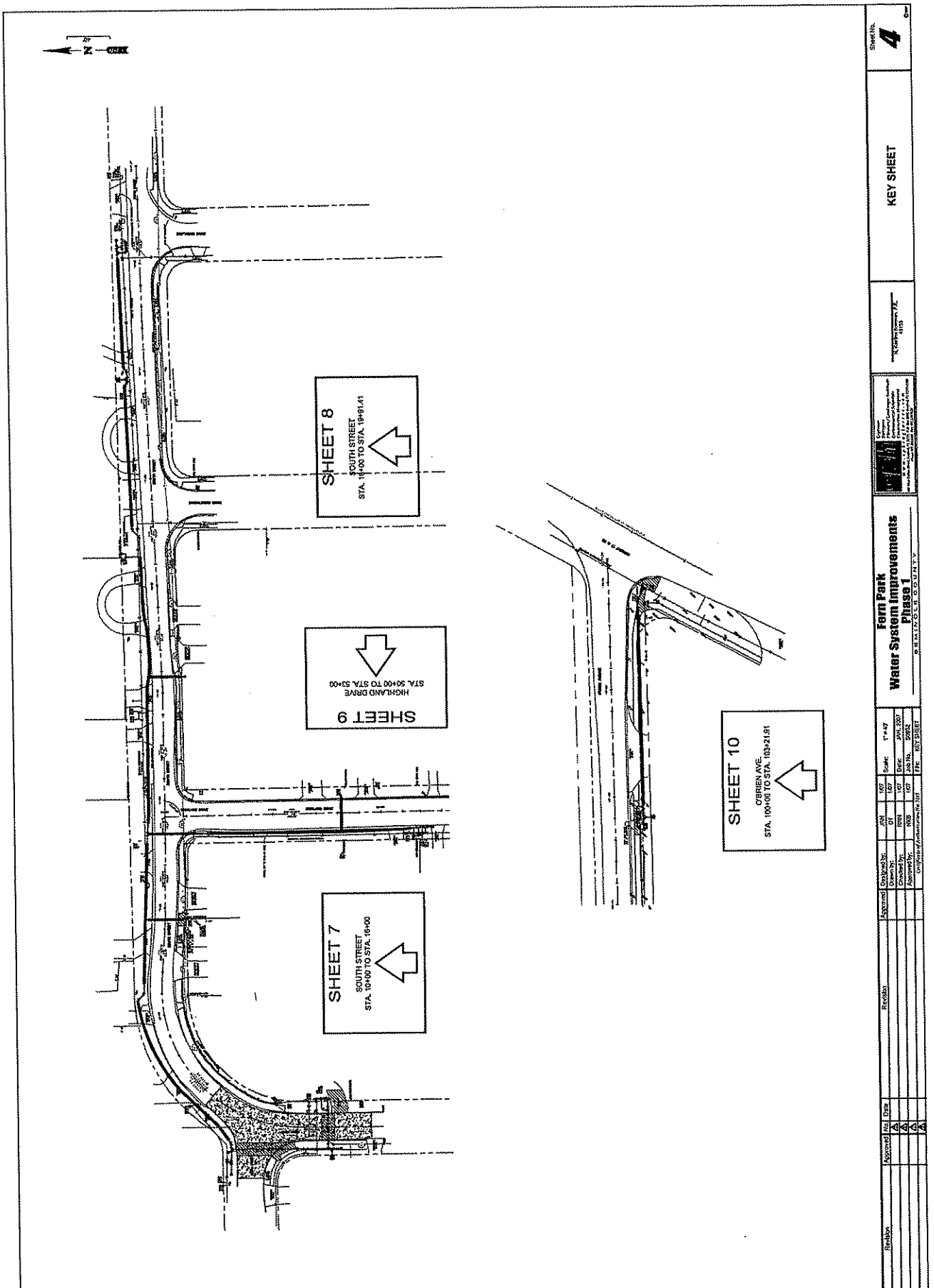
No.	Date	Revision	Approved	No.	Date	Revision	Approved
1	5/2/07	PER COUNTY COMMENTS	NKB				
2	7/5/07	PER ADD. NO. 1	NKB				
3							
4							

Designed by: JRH 1/07
Drawn by: DT 1/07
Checked by: RRH 1/07
Approved by: NKB 1/07
Scale: N.T.S.
Date: JAN. 2007
Job No. 50652
File: QUANTITIES

Fern Park Water System Improvements Phase 1
SEMINOLE COUNTY

SUMMARY OF QUANTITIES

Sheet No. 3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SOUTH STREET
STA. 16+00 TO STA. 19+91.41
SHEET 9
HIGHLAND DRIVE
STA. 50+00 TO STA. 53+00
SHEET 7
SOUTH STREET
STA. 10+00 TO STA. 16+00
SHEET 10
O'BRIEN AVE.
STA. 100+00 TO STA. 103+21.91
KEY SHEET
Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY
Sheet No.
4

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GENERAL PROVISIONS

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL MAKE A PRE-CONSTRUCTION VIDEO ALONG THE PROPOSED ROUTE IN ACCORDANCE WITH THE SPECIFICATIONS. IN PARTICULAR, THE VIDEO SHALL DOCUMENT THE CONDITION OF EXISTING DRIVEWAYS, BUILDINGS, STRUCTURES, MAILBOXES, SIGNS, FENCES, AND LANDSCAPING ALONG PROPOSED CONSTRUCTION AREAS.

2. THE CONTRACTOR SHALL RECOGNIZE AND ABIDE BY ALL OSHA EXCAVATION SAFETY STANDARDS, INCLUDING THE FLORIDA TRENCH SAFETY ACT (FS 553.60-553.64). ANY MATERIAL, CONSTRUCTION METHODS, OR MATERIAL COST TO COMPLY WITH THESE LAWS SHALL BE INCIDENTAL TO THE CONTRACT.

3. THE CONTRACTOR SHALL OBTAIN FROM THE OWNER COPIES OF ALL AVAILABLE REGULATORY AGENCY PERMITS AND LOCAL AGENCY PERMITS.

4. THIS PROJECT IS LESS THAN 1 ACRE IN SIZE AND THEREFORE IS NOT REQUIRED TO COMPLY WITH THE PROVISIONS OF THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT. HOWEVER, THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO AND DURING CONSTRUCTION IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.

5. THE EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS REPRESENT A MINIMUM REQUIREMENT. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES NEEDED IN ORDER TO PREVENT THE TRANSFER OF SEDIMENT FROM THE PROJECT AREA AND PREVENT THE EROSION OF SURFACES DURING CONSTRUCTION, AS NEEDED TO PROTECT ADJACENT PROPERTIES AND WATER BODIES.

6. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE CONDUCTED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, INSTALLATION, OPERATION, AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH LOCAL CODES AND REGULATIONS. IF DEWATERING EQUIPMENT NEEDED EXCEEDS ANY OF THE FOLLOWING: 1) 6" PUMP VOLUTE: 2) 100,000 GPD TOTAL 24 HOUR (1 DAY) DEWATERING, AND: 3) 1,000,000 GPD PUMP CAPACITY, THE CONTRACTOR SHALL BE REQUIRED TO PERMIT THE DEWATERING SYSTEM WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD). THE ENGINEER AND/OR OWNER SHALL BE NOTIFIED IMMEDIATELY IF ANY OF THE ABOVE THRESHOLDS ARE EXCEEDED.

7. UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER, THE CONTRACTOR IS EXPECTED TO CONTAIN ALL CONSTRUCTION ACTIVITIES WITHIN THE PROPERTY BOUNDARY, RIGHT-OF-WAY AND EASEMENTS, AND OTHER AREAS SPECIFICALLY DESIGNATED FOR CONSTRUCTION. AT NO TIME SHALL THE CONTRACTOR DISTURB SURROUNDING PROPERTIES OR TRAVEL ON SURROUNDING PROPERTIES WITHOUT WRITTEN CONSENT FROM THE PROPERTY OWNER. ANY REPAIR OR RECONSTRUCTION OF DAMAGED AREAS IN SURROUNDING PROPERTIES SHALL BE REPAIRED BY THE CONTRACTOR ON AN IMMEDIATE BASIS. ALL COSTS FOR REPAIRS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO EXTRA COMPENSATION SHALL BE PROVIDED.

8. UNLESS OTHERWISE NOTED ON THE PLANS, THE CONTRACTOR SHALL USE THE GEOMETRY PROVIDED ON THE CONSTRUCTION PLANS. BENCHMARK INFORMATION SHALL BE PROVIDED TO THE CONTRACTOR BY THE OWNER OR OWNER'S SURVEYOR. ANY DISCREPANCIES BETWEEN FIELD MEASUREMENTS AND CONSTRUCTION PLAN INFORMATION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.

9. THE ENTIRE PROJECT SITE SHALL BE THOROUGHLY CLEANED AT THE COMPLETION OF THE WORK. CLEAN ALL INSTALLED PIPELINES, STRUCTURES, SIDEWALKS, PAVED AREAS, ACCUMULATED SILT IN PONDS, PLUS ALL ADJACENT AREAS AFFECTED BY CONSTRUCTION, AS DIRECTED BY THE OWNER OR JURISDICTIONAL AGENCY. EQUIPMENT TO CLEAN THESE SURFACES SHALL BE SUBJECT TO APPROVAL BY THE OWNER.

UTILITY GENERAL NOTES

1. THE UTILITY DATA SHOWN ON THESE PLANS WAS LOCATED BY THE RESPECTIVE UTILITY, OR IS BASED ON UTILITY DRAWINGS, MAPS, OR FIELD RECONNAISSANCE.

2. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATIONS OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXERCISE CAUTION WHEN CROSSING AN UNDERGROUND UTILITY, WHETHER SHOWN ON THE PLANS OR LOCATED BY THE UTILITY COMPANY. ANY UTILITIES, WHETHER SHOWN ON THESE PLANS OR NOT, THAT INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE CLOSELY COORDINATED WITH THE ENGINEER AND THE RESPECTIVE UTILITY COMPANY FOR RELOCATION OR PROPER INSTRUCTION.

3. A SINGLE POINT UTILITY IDENTIFICATION SERVICE HAS BEEN SET UP FOR EXISTING UTILITIES. THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER (800-432-4770) AT LEAST TWO (2) AND NO MORE THAN FIVE (5) WORKING DAYS PRIOR TO THE SPECIFIC CONSTRUCTION ACTIVITY FOR FIELD LOCATION. NOTE THAT NOT ALL UTILITIES PARTICIPATE IN THIS PROGRAM. THE CONTRACTOR SHOULD CONTACT ALL NON-PARTICIPATING UTILITIES SEPARATELY FOR FIELD LOCATION OF THEIR FACILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION. PER FLORIDA STATUTE 553.851, THE CONTRACTOR OR EXCAVATOR IS REQUIRED TO NOTIFY THE GAS COMPANY TWO (2) WORKING DAYS PRIOR TO STARTING EXCAVATION.

THE FOLLOWING UTILITIES HAVE PREVIOUSLY INDICATED THAT THEY MAY HAVE FACILITIES IN THE VICINITY OF THE CONSTRUCTION AREA:

BELL SOUTH
ATTN: JIM FARRELL
407-273-5084

AT&T COMMUNICATIONS
ATTN: NANCY SPENCE
770-918-5424

SEMINOLE COUNTY ENVIRONMENTAL SERVICES
ATTN: PATTI LEVITT
407-665-2132

BRIGHT HOUSE NETWORKS
ATTN: MARVIN USRY
407-532-8509

CITY OF CASSELBERRY
ATTN: GERALD CHANCELLOR
407-262-7725

PROGRESS ENERGY
ATTN: MICHELLE JOHNSON
407-942-9357

TECO PEOPLE'S GAS COMPANY
ATTN: LAWREE WASHINGTON
407-420-2875

EMBARQ
ATTN: PAUL MCKENNA
407-830-3458

BELLSOUTH TELECOMMUNICATIONS
ATTN: KERRIE A. SNYDER
407-539-0644

5. THE CONTRACTOR SHALL KEEP LOCATE TICKETS UP TO DATE AT ALL TIMES.

6. THE CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION WITH EACH UTILITY AND ALL COSTS ASSOCIATED WITH THE PROTECTION OF EXISTING FACILITIES DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO COORDINATE NECESSARY RELOCATIONS OR OTHER CONSTRUCTION RELATED MATTERS WITH EACH UTILITY.

7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN IN SERVICE ALL EXISTING PIPING ENCOUNTERED DURING CONSTRUCTION UNLESS OTHERWISE INDICATED IN THE DRAWINGS. ANY PIPING WHICH CAN BE REMOVED DURING CONSTRUCTION WITHOUT UNDUE INTERRUPTION OF SERVICE MAY BE REMOVED AND REPLACED BY THE CONTRACTOR WITH THE PERMISSION OF THE OWNER AND THE ENGINEER.

8. TYPICAL DETAILS AS SHOWN ARE TO ILLUSTRATE THE ENGINEER'S INTENT AND ARE NOT PRESENTED AS A SOLUTION TO ALL CONSTRUCTION PROBLEMS ENCOUNTERED IN THE FIELD. THE CONTRACTOR MAY ALTER THE METHOD OF CONSTRUCTION TO SUIT FIELD CONDITIONS, PROVIDING HE SUBMITS A PROPOSAL FOR AN ALTERNATE METHOD TO THE ENGINEER FOR APPROVAL AND USES MATERIALS AS DESIGNATED IN THE SPECIFICATIONS.

9. FOR EACH RESPECTIVE PIPELINE CONSTRUCTION REQUIRED, THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION, DEPTH, AND ALIGNMENT OF ALL EXISTING PIPES, CABLES, ETC. TO BE CROSSED OR CONNECTED TO. IF THE CONTRACTOR DEEMS NECESSARY (A) A CHANGE IN ALIGNMENT OR DEPTH, OR THE NEED FOR ADDITIONAL FITTINGS, BENDS, OR COUPLINGS, WHICH REPRESENT A DEPARTURE FROM THE CONTRACT DRAWING, OR (B) A NEED FOR RELOCATION OF EXISTING UTILITIES, THEN DETAILS OF SUCH DEPARTURES, RELOCATIONS, OR ADDITIONAL FITTINGS, INCLUDING CHANGES IN RELATED PORTIONS OF THE PROJECT AND THE REASONS THEREFORE, SHALL BE SUBMITTED WITH SHOP DRAWINGS. APPROVED DEPARTURES FOR THE CONTRACTOR'S CONVENIENCE SHALL BE MADE AT NO ADDITIONAL COST TO THE OWNER.

10. THE CONTRACTOR SHALL PROVIDE AT HIS OWN EXPENSE ALL NECESSARY TEST PUMPING EQUIPMENT, WATER, WATER METERS, PRESSURE GAUGES, AND OTHER EQUIPMENT, MATERIAL AND FACILITIES REQUIRED FOR ALL HYDROSTATIC, LEAKAGE, AND PRESSURE TESTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER AND THE OWNER IN WRITTEN FORM, FORTY-EIGHT (48) HOURS IN ADVANCE OF PROPOSED TESTING. THE CONTRACTOR SHALL PERFORM SATISFACTORY PRETESTING PRIOR TO NOTIFICATION.

TRAFFIC CONTROL

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A MAINTENANCE OF TRAFFIC (M.O.T.) PLAN PRIOR TO CONSTRUCTION. THE M.O.T. PLAN SHALL SHOW ALL PROPOSED TRAFFIC CONTROL SIGNS, PAVEMENT MARKINGS, AND BARRICADES, AND SHALL DETAIL ALL PROPOSED CONSTRUCTION SEQUENCING. THE M.O.T. PLAN SHALL BE APPROVED BY THE ENGINEER, OWNER, AND ROADWAY JURISDICTIONAL AGENCY PRIOR TO CONSTRUCTION. ALL PROPOSED ROADWAY AND DRIVEWAY LANE CLOSURES SHALL BE RESTRICTED TO THE HOURS BETWEEN 9:00 A.M. AND 4:00 P.M. UNLESS OTHERWISE AUTHORIZED IN THE APPROVED M.O.T.

2. ALL CONSTRUCTION SIGNING AND MARKINGS SHALL BE INSTALLED PRIOR TO CONSTRUCTION AND MAINTAINED DURING CONSTRUCTION IN ACCORDANCE WITH FOOT INDEX NO. 600 AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE PLACEMENT OF THE SIGNING AND MARKINGS SHALL BE APPROVED IN THE FIELD BY THE ENGINEER PRIOR TO CONSTRUCTION.

3. INSPECT TRAFFIC CONTROL DEVICES ON A DAILY BASIS TO ENSURE PLACEMENT OF BARRICADES AND FUNCTION OF LIGHTS IS MAINTAINED THROUGHOUT CONSTRUCTION.

4. CONTACT PROPERTY OWNERS AFFECTED BY CONSTRUCTION. COORDINATE TEMPORARY DRIVEWAY CLOSURES AND SEQUENCING. MAINTAIN ACCESS FOR ALL PROPERTY OWNERS DURING CONSTRUCTION.

5. WET UNSTABILIZED AREAS AS NECESSARY TO CONTROL DUST.

6. ADJUST TRAFFIC CONTROL DEVICES AS REQUIRED UNDER EMERGENCY CONDITIONS.

7. THE CONTRACTOR IS EXPECTED TO COORDINATE ITS ACTIVITIES WITH OTHER CONTRACTORS WHO MAY BE WORKING IN THE IMMEDIATE VICINITY.

8. WHEN WORK OCCURS WITHIN 15-FT OF ACTIVE ROAD TRAVEL LANES BUT NO CLOSER THAN 2-FT FROM THE EDGE OF PAVEMENT, SIGNAGE AND WARNING DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH FOOT INDEX NO. 600 AND 602.

9. TYPE I OR TYPE II BARRICADES AT 20-FT CENTERS SHALL BE PLACED AND MAINTAINED ALONG THE EDGE OF THE ROAD WHEREVER DROP-OFFS OR OTHER HAZARDS EXIST AND TO BLOCK ENTRANCE INTO COMPLETED OR PARTIALLY COMPLETED PAVEMENTS UNTIL SUCH PAVEMENTS ARE OPEN TO PUBLIC USE.

PROPOSED UTILITY	MINIMUM HORIZONTAL AND VERTICAL SEPARATION REQUIREMENTS									
	POTABLE WATER		RECLAIMED WATER*		SANITARY SEWER FORCE MAIN		SANITARY SEWER GRAVITY MAIN		STORM SEWER OR VACUUM TYPE SANITARY SEWER	
	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL	HORIZONTAL	VERTICAL
POTABLE WATER	--	--	3'	12"	6'	12"	6' **	6" ABOVE 12" BELOW	3'	6" ABOVE 12" BELOW
RECLAIMED WATER	3'	12"	--	--	3'	12"	3'	12"	--	--
SANITARY SEWER FORCE MAIN	6'	12"	3'	12"	--	--	--	--	--	--
SANITARY SEWER GRAVITY MAIN	6' **	6" ABOVE 12" BELOW	3'	12"	--	--	--	--	--	--
FIRE HYDRANT [illegible]	--	--	3'	--	6'	--	6'	--	3'	--
STORM SEWER OR VACUUM TYPE SANITARY SEWER	3'	6" ABOVE 12" BELOW	--	--	--	--	--	--	--	--

1. THE TABLE REPRESENTS THE MINIMUM SEPARATION REQUIREMENTS AS DESCRIBED IN F.D.E.P. RULES PER THE FLORIDA ADMINISTRATION CODE (F.A.C.). THESE SEPARATION REQUIREMENTS SHALL APPLY BETWEEN NEWLY PROPOSED UTILITY LINES AND EXISTING OR PROPOSED UTILITY LINES.

*2. FOR THE PURPOSE OF THIS TABLE RECLAIMED WATER SHALL MEAN UNRESTRICTED PUBLIC ACCESS REUSE WATER AS DEFINED BY F.A.C. 62-610. OTHER TYPES OF RECLAIMED WATER ARE CONSIDERED RAW SEWAGE AND SEPARATION LISTED FOR SANITARY SEWER SHALL APPLY.

3. ALL SEPARATION DISTANCES ARE FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE.

**4. THE MINIMUM HORIZONTAL SEPARATION BETWEEN POTABLE WATER AND GRAVITY SANITARY SEWER MAY BE REDUCED TO 3 FEET IF THE BOTTOM OF THE WATER MAIN IS LOCATED AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SEWER.

5. AT UTILITY CROSSINGS ONE FULL LENGTH OF WATER MAIN SHALL BE CENTERED ABOVE OR BELOW THE OTHER UTILITY PIPELINE MAXIMIZING THE SEPARATION OF PIPELINE JOINTS. ALTERNATIVELY, WATER MAIN JOINTS MUST BE:

A. AT LEAST 3' FROM ALL JOINTS IN VACUUM TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR UNRESTRICTED PUBLIC ACCESS RECLAIMED WATER.

B. AT LEAST 6' FROM ALL JOINTS IN GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS, AND ALL OTHER TYPES OF RECLAIMED WATER.

6. NO WATER PIPE SHALL PASS THROUGH OR BE CONSTRUCTED TOUCHING ANY PART OF A SANITARY MANHOLE OR STORM SEWER MANHOLE OR INLET STRUCTURE.

7. NEW OR RELOCATED WATER MAINS AND FIRE HYDRANTS WITH UNDERGROUND DRAINS MUST BE AT LEAST 10 FEET FROM ANY EXISTING OR PROPOSED "ONSITE SEWAGE TREATMENT SYSTEM" (OSTADS) AS DEFINED IN SECTION 381.0065(2) F.S. AND RULE 64E-6.002 F.A.C. EXAMPLES OF OSTADS INCLUDE SEPTIC TANKS, DRAINFIELDS, AND GREASE TRAPS.

8. THE FOLLOWING ARE ACCEPTABLE ALTERNATIVE CONSTRUCTION VARIANCES WHERE IT IS NOT POSSIBLE TO MEET THE SEPARATION REQUIREMENTS, AND ARE ONLY TO BE IMPLEMENTED UPON RECEIPT OF EXPRESSED WRITTEN CONSENT FROM THE ENGINEER.

A. WHERE A WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE AND/OR WHERE A WATER MAIN CROSSING HAS LESS THAN THE MINIMUM REQUIRED DISTANCE BETWEEN JOINTS:

1. USE OF PRESSURE RATED PIPE CONFORMING TO AWWA STANDARDS, FOR A GRAVITY OR VACUUM TYPE PIPE LINE.

2. USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER PIPE.

3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST 4" THICK FOR EITHER PIPE.

B. WHERE A WATER MAIN IS BEING LAID LESS THAN 3 FEET HORIZONTALLY FROM ANOTHER PIPE LINE AND/OR WHERE A WATER MAIN IS BEING LAID WITH LESS THAN THE REQUIRED MINIMUM VERTICAL SEPARATION:

1. USE OF PIPE OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (AT LEAST EQUAL TO 0.25" THICK D.I.P.), OR CONCRETE ENCASEMENT AT LEAST 4" THICK FOR THE WATER MAIN AND THE OTHER PIPELINE IF THE OTHER PIPE LINE CONVEYS WASTEWATER OR RECLAIMED WATER.

MINIMUM HORIZONTAL AND VERTICAL SEPARATION REQUIREMENTS

No.	Date	Revision	Approved	No.	Date	Revision	Approved
△				△			
△				△			
△				△			
△				△			

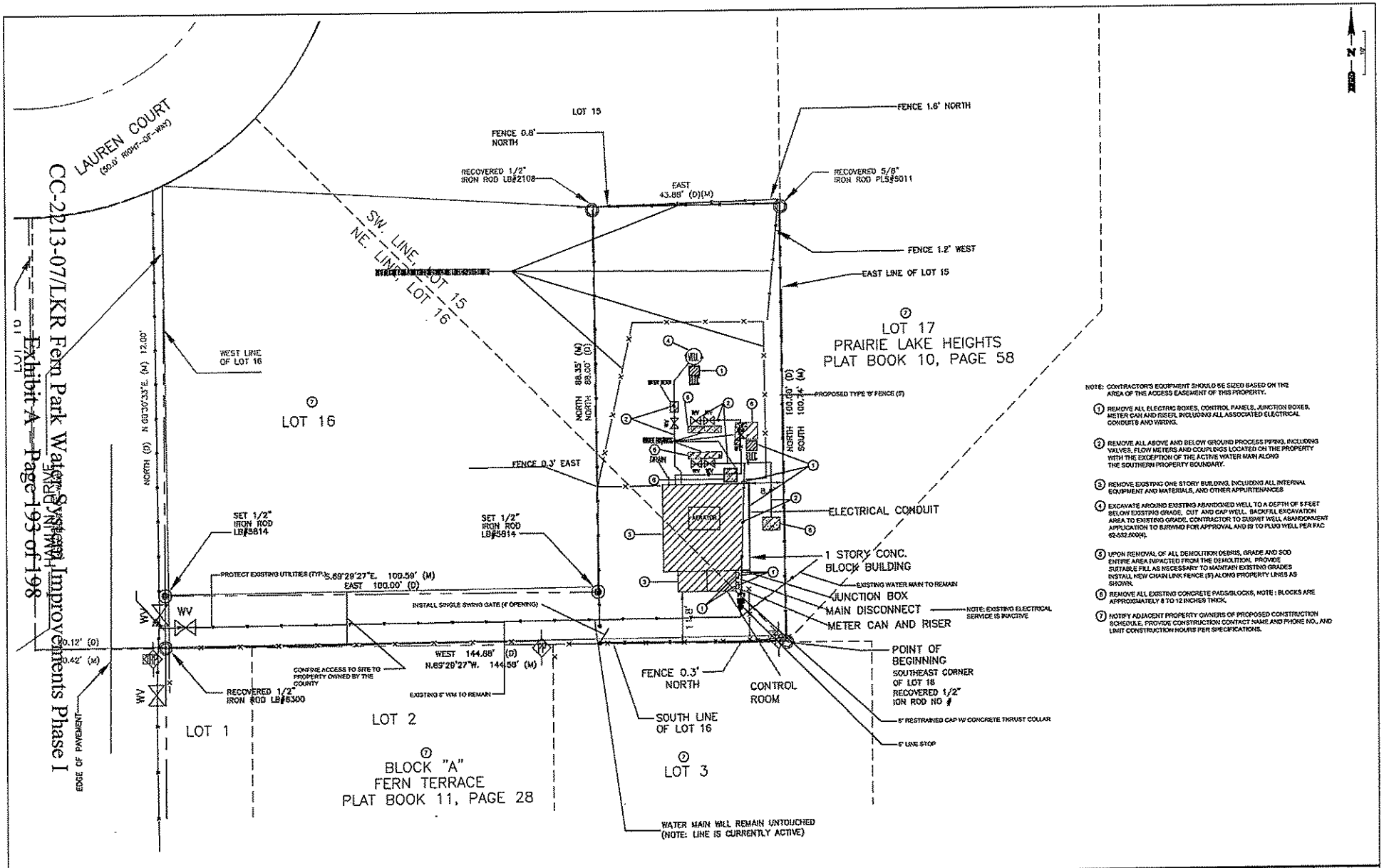
Designed by:	JRH	1/07	Scale:	N.T.S.
Drawn by:	DT	1/07		
Checked by:	RRH	1/07	Date:	JAN, 2007
Approved by:	NKB	1/07	Job No.	S0952
Certificate of Authorization No. 5315			File: GENERAL NOTES	

Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY

R. Karina Bowman, P.E. 45155

GENERAL NOTES

Sheet No. **5**



NOTE: CONTRACTOR'S EQUIPMENT SHOULD BE SIZED BASED ON THE AREA OF THE ACCESS EASEMENT OF THIS PROPERTY.

1. REMOVE ALL ELECTRIC BOXES, CONTROL PANELS, JUNCTION BOXES, METER CAN AND RISER, INCLUDING ALL ASSOCIATED ELECTRICAL CONDUITS AND WIRING.
2. REMOVE ALL ABOVE AND BELOW GROUND PROCESS PIPING, INCLUDING VALVES, FLOW METERS AND COUPLINGS LOCATED ON THE PROPERTY WITH THE EXCEPTION OF THE ACTIVE WATER MAIN ALONG THE SOUTHERN PROPERTY BOUNDARY.
3. REMOVE EXISTING ONE STORY BUILDING, INCLUDING ALL INTERNAL EQUIPMENT AND MATERIALS, AND OTHER APPURTENANCES
4. EXCAVATE AROUND EXISTING ABANDONED WELL TO A DEPTH OF 5 FEET BELOW EXISTING GRADE, CUT AND CAP WELL. BACKFILL EXCAVATION AREA TO EXISTING GRADE. CONTRACTOR TO SUBMIT WELL ABANDONMENT APPLICATION TO SJRWMD FOR APPROVAL AND BY TO PLUG WELL PER FAC 62-532.500(4).
5. UPON REMOVAL OF ALL DEMOLITION DEBRIS, GRADE AND SOD ENTIRE AREA IMPACTED FROM THE DEMOLITION. PROVIDE SUITABLE FILL AS NECESSARY TO MAINTAIN EXISTING GRADES INSTALL NEW CHAIN LINK FENCE (S) ALONG PROPERTY LINES AS SHOWN.
6. REMOVE ALL EXISTING CONCRETE PADS/BLOCKS, NOTE : BLOCKS ARE APPROXIMATELY 8 TO 12 INCHES THICK.
7. NOTIFY ADJACENT PROPERTY OWNERS OF PROPOSED CONSTRUCTION SCHEDULE. PROVIDE CONSTRUCTION CONTACT NAME AND PHONE NO., AND LIMIT CONSTRUCTION HOURS PER SPECIFICATIONS.

No.	Date	Revision	Approved	No.	Date	Revision	Approved
1				1			
2				2			
3				3			
4				4			

Designed by:	JRN	1/07
Drawn by:	DT	1/07
Checked by:	RRN	1/07
Approved by:	NKB	1/07

Certificate of Authorization No. 2213

Scale: 1" = 10'
Date: JAN. 2007
Job No. 50952
File: DEMOLITION PLAN

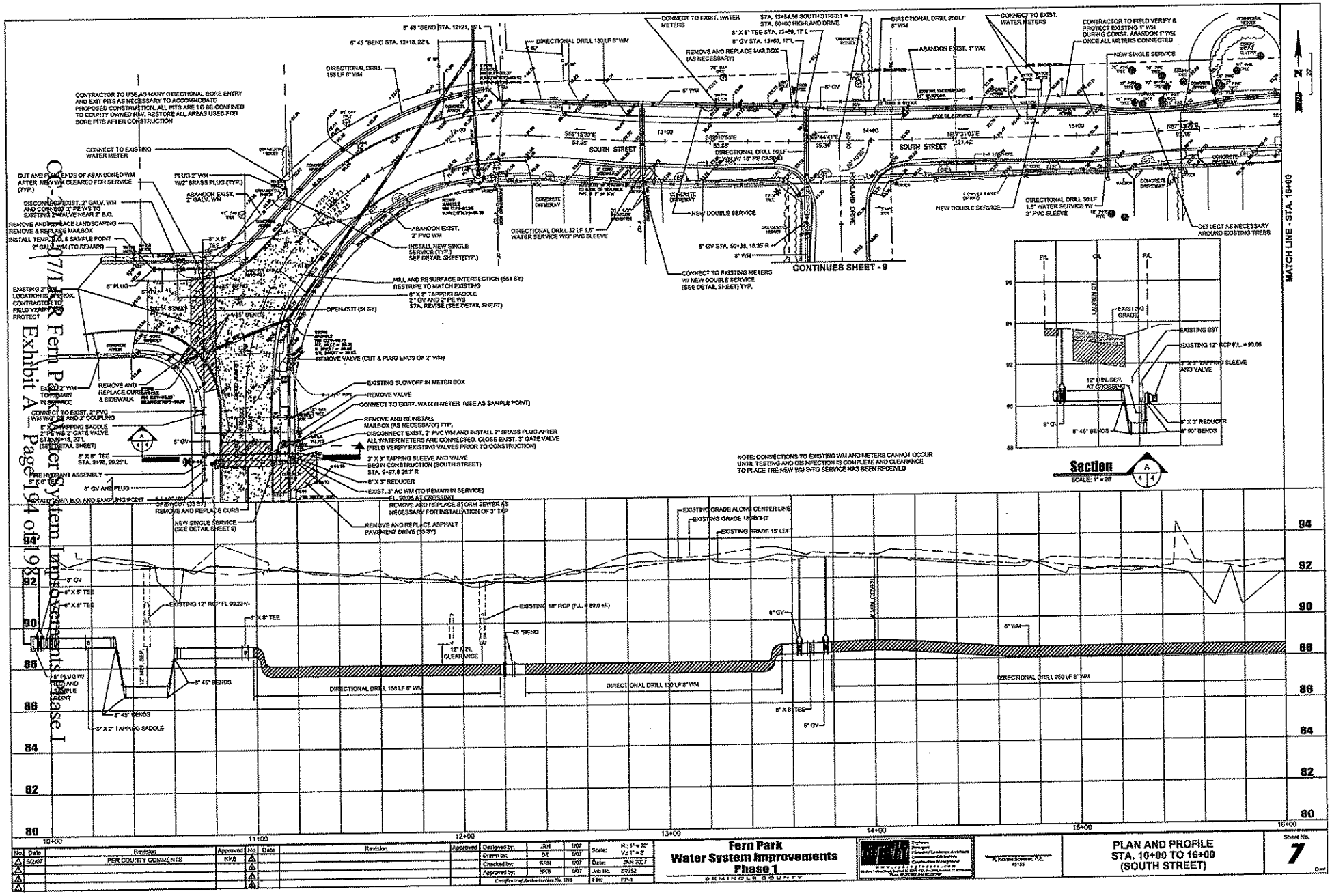
Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY

Engineers
Surveyors
Planners / Landscape Architects
Environmental Scientists
Construction Management
www.jonesedmunds.com
Orlando Tel. (407) 423-8398 Fax (407) 423-1836
Orlando Tel. (407) 423-8398 Fax (407) 423-1836

N. Keshia Bowman, P.E.
49155

DEMOLITION PLAN

Sheet No.
6



No.	Date	Revision	Approved	No.	Date	Revision	Approved
1	5/2/07	PER COUNTY COMMENTS	RKB	4			
2				5			
3				6			
4				7			

Designed by:	JRH	1/07	Scale: H: 1" = 20' V: 1" = 2'
Drawn by:	DT	1/07	
Checked by:	RHH	1/07	Date: JAN 2007
Approved by:	RKB	1/07	Job No. 30052
Certificate of Authorization No. 3313			File: FP-1

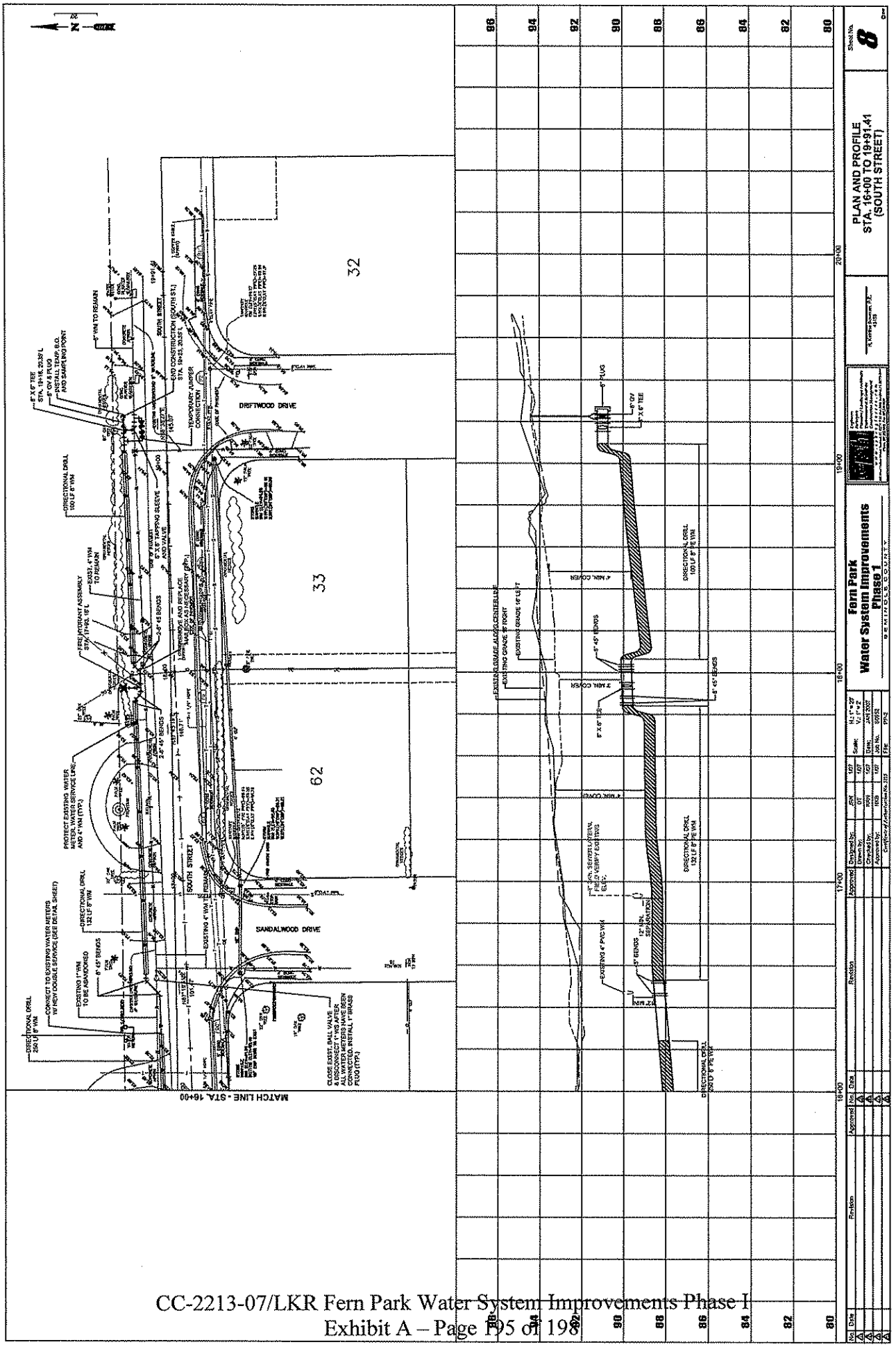
Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY

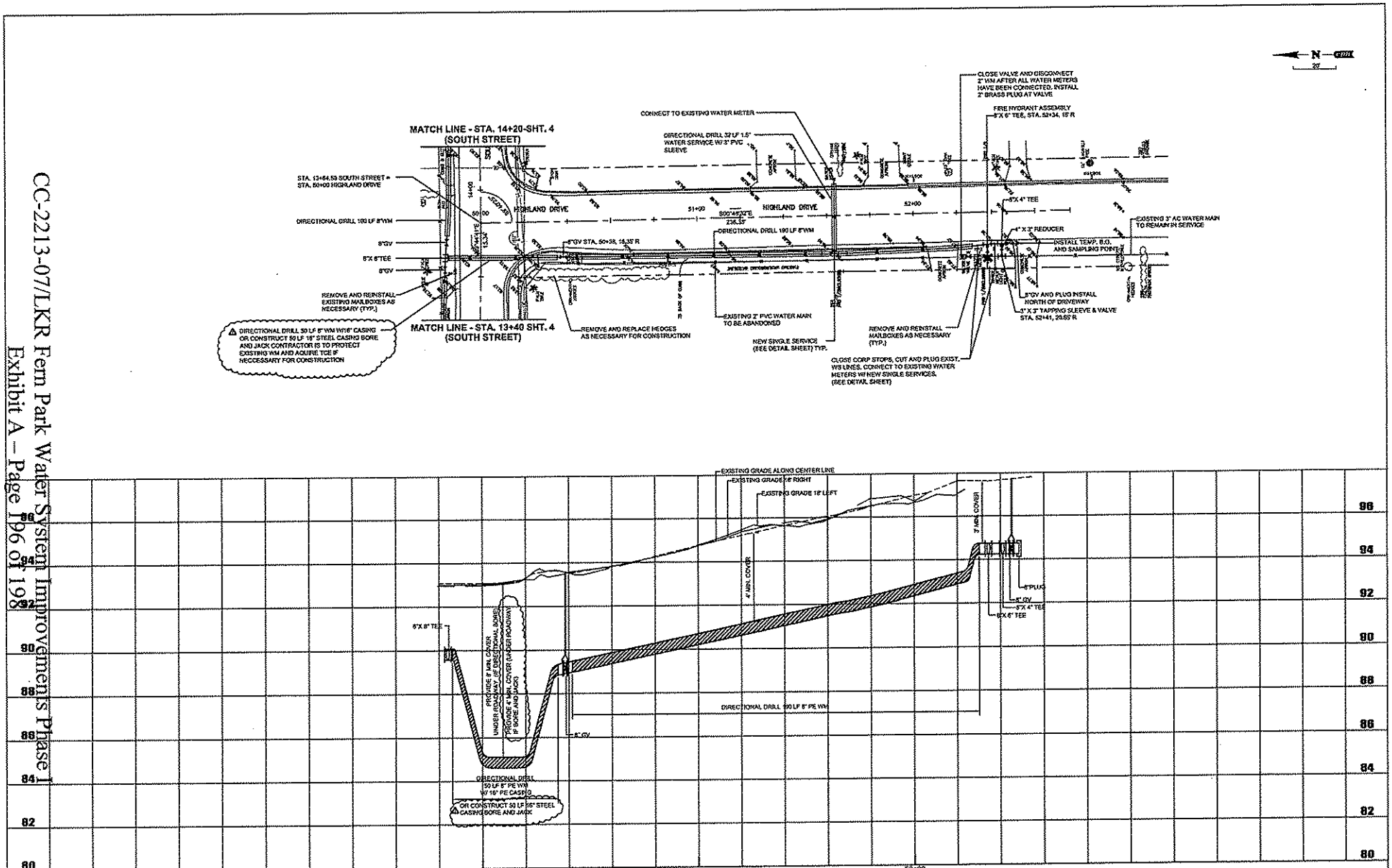
R. Kristine Bowman, P.E. 45183

PLAN AND PROFILE
STA. 10+00 TO 16+00
(SOUTH STREET)

Sheet No. **7**

Case I
Exhibit A - Page 194 of 195
07/IR Fern Park Water System Improvements


PLAN AND PROFILE
STA. 16+00 TO 19+91.41
(SOUTH STREET)
Fern Park
Water System Improvements
Phase 1
SEMINOLE COUNTY
Sheet No.
8
DRIFTWOOD DRIVE
SANDALWOOD DRIVE
SOUTH STREET
32
33
62
MATCH LINE - STA. 16+00



No.	Date	Revision	Approved	No.	Date	Revision	Approved
△	7/5/07	PER ADD. NO. 1	NKB	△			
△				△			
△				△			
△				△			

Designed by:	JRN	1/07	Scale: H.: 1" = 20' V.: 1" = 2'
Drawn by:	DT	1/07	
Checked by:	RRN	1/07	Date: JAN 2007
Approved by:	NKB	1/07	Job No. S0952
Certificate of Authorization No. 2113			File: PP-3

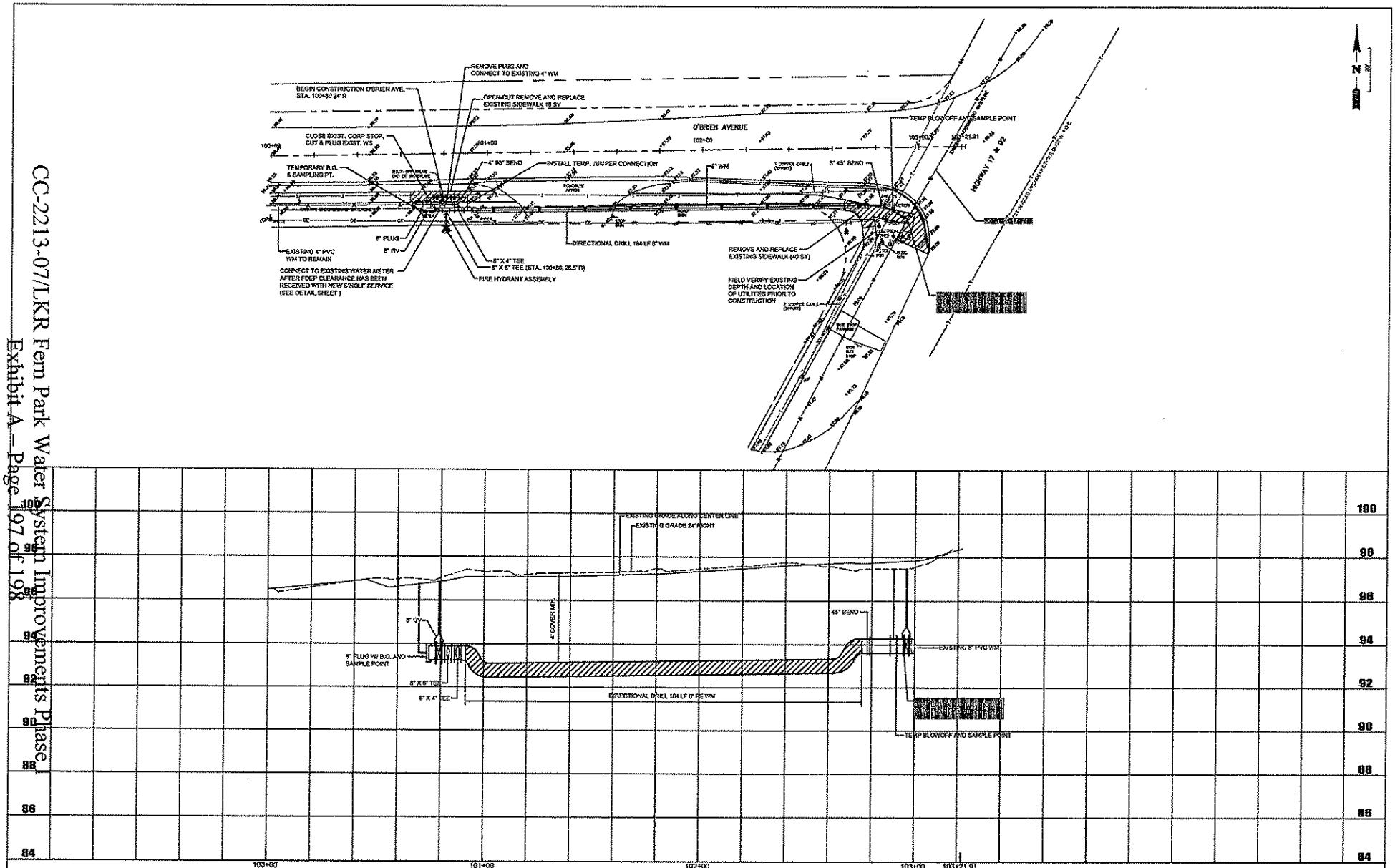
Fern Park Water System Improvements Phase 1
SEMINOLE COUNTY

R. Ramona Bowman, P.E. 43139

PLAN AND PROFILE STA. 50+00 TO 52+36.35 (HIGHLAND DRIVE)

Sheet No. **9**

CC-2213-07/LKR Fern Park Water System Improvements Phase 1
Exhibit A – Page 196 of 198



No.	Date	Revision	Approved	No.	Date	Revision	Approved
1	5/2/07	PER COUNTY COMMENTS	RKB	2			
3				4			

Designed by:	JBH	1/07	Scale: H.: 1" = 20' V.: 1" = 2'
Drawn by:	DT	1/07	
Checked by:	RRH	1/07	Date: JAN. 2007
Approved by:	RKB	1/07	Job No. 60032
Certificate of Authorization No. 2313			File: 99-4

Fern Park Water System Improvements Phase 1

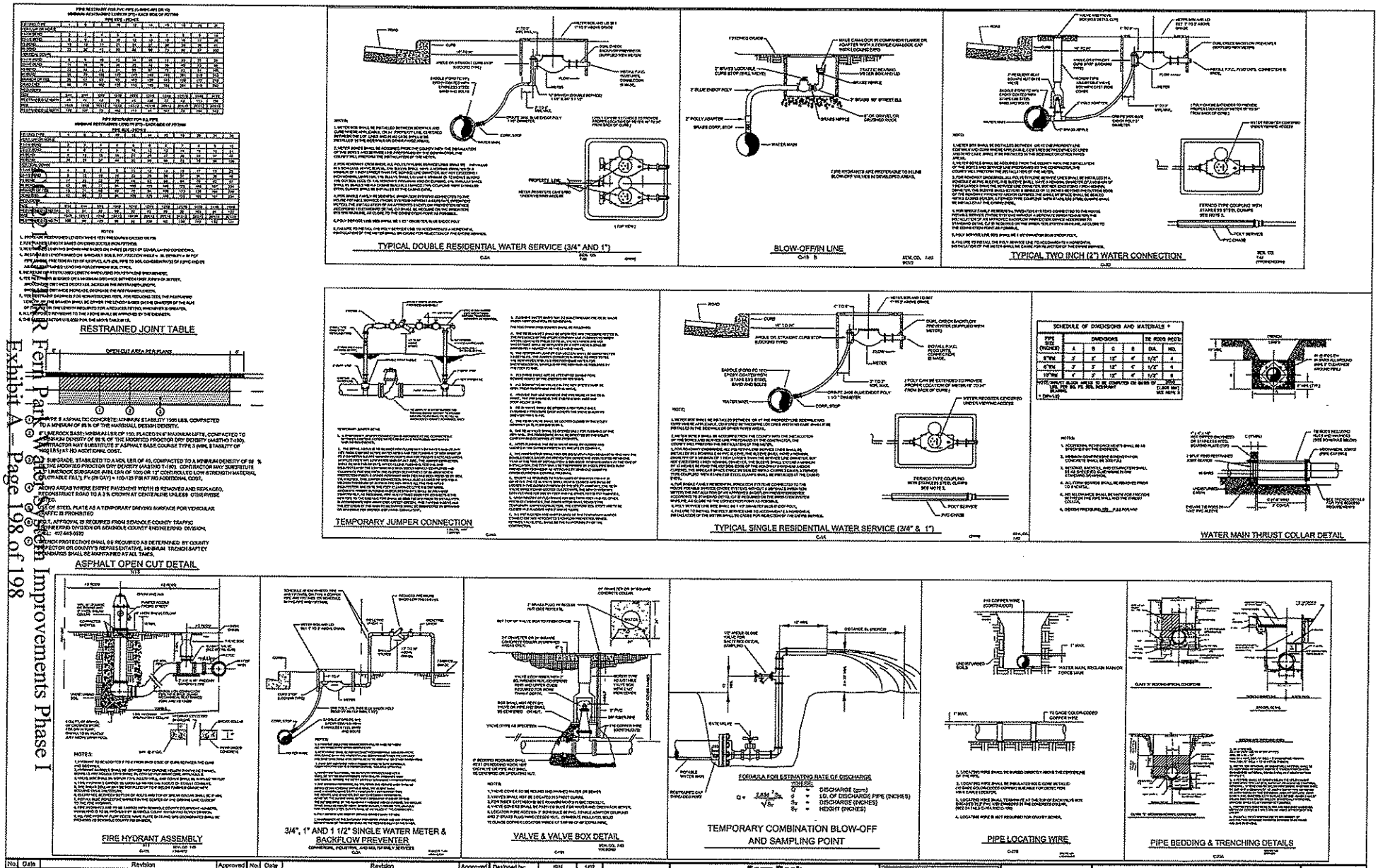
SEMINOLE COUNTY

Engineers
Planners/Landscape Architects
Environmental Scientists
Construction Management
www.jonesedmunds.com
Jones Edmunds & Associates, Inc. 121 N. Orange Ave., Suite 1000, Orlando, FL 32801 Phone: 407-843-6120 Fax: 407-843-6121

R. Kenneth Ramsey, P.E.
45135

PLAN AND PROFILE
STA. 100+00 TO 103+21.91
(O'BRIEN AVE)

Sheet No. **10**



Fern Park Water System Improvements Phase I
Exhibit A – Page 198 of 198

EXHIBIT B

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Fern Park Water System Improvements – Phase I
COUNTY CONTRACT NO. CC-2213-07/LKR

Name of Bidder: Expertech Network Installation, Inc.

Mailing Address: 2385 NW Executive Center Dr. suite 170

Street Address: 2385 NW Executive Center Dr. suite 170

City/State/Zip: Boca Raton, FL 33431

Phone Number: (877) 994-3226

FAX Number: (561) 994-0815

Contractor License Number: CUC1224319

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. \ 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 OF BID: $ 254,865.19
Numbers

Two hundred Fifty Four thousand, Eigth hundred sixty five hundred dollars and nineteen cents.
(IN WORDS)

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

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

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

Section 00100 - Bid Forms, including alternates and addendum, if any
Section 00150 - Trench Safety Act Form
Section 00160 - Bidder Information Forms (*Including W-9*)
Section 00300 - Non-Collusion Affidavit of Bidder Form
Section 00310 - Certification of Nonsegregated Facilities Form
Section 00330 - Drug-Free Workplace Form
Section 00630 - Americans with Disabilities Act Form
Section 00900 - Supplemental Conditions

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 17 day of July, 2007.

Expertech Network Installation, Inc.
(Name of BIDDER)

(Signature of person signing this BID FORM)

Doug Whyte
(Printed name of person signing this BID FORM)

Director of US Operations
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS Bid bond

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

BID FORM

Bid Schedule

The Bidder hereby agrees to perform all work as required by the Contract Documents for the following Unit Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

BID SCHEDULE

PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Mobilization	LS	1	10,000.00	10,000.00
2	Preconstruction Video	LS	1	850.00	850.00
3	Maintenance of Traffic	LS	1	2,000.00	2,000.00
4	Erosion and Sediment Control	LS	1	1,974.39	1,974.39
5	Clearing and Grubbing	LS	1	3,290.66	3,290.66
6	Demolition (WTP Site)	LS	1	19,743.94	19,743.94
7	Restoration (WTP Site)	LS	1	9,871.97	9,871.97
8	Remove and Reinstall Mailboxes	LS	1	658.13	658.13
9	Remove and Replace Landscaping	LS	1	2,632.53	2,632.53
10	Asphalt Pavement (Open Cut, Remove and Replace)	SY	89	47.39	4,217.71
11	Mill and Resurface Asphalt Pavement, Re-Stripe	SY	561	44.42	24,919.62
12	Asphalt Driveway (Remove and Replace)	SY	35	41.46	1,451.10
13	Concrete Curb (Remove and Replace)	SY	58	19.74	1,144.92
14	Concrete Sidewalk (Remove and Replace)	SY	82	23.69	1,942.58
15	Sodding (Bahia)	SY	728	2.49	1,812.72

NAME OF BIDDER: Expertech Network Installation, Inc.

REVISED PER ADD. NO. 1

J:\S0952\C_design_permitting\Specs\Bid Schedule - Fern Park - Add. No. 1.doc

BID SCHEDULE

PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
16	Sodding (St. Augustine)	SY	565	2.72	1,536.80
17	Remove Existing Chain Link Fence	LF	170	2.63	447.10
18	Type "B" Fence (5 ft)	LF	284	13.16	3,737.44
19	Single Swing Gate (4-ft Opening)	EA	1	329.07	329.07
20	Fittings (Water Main)	TN	2.0	4,213.51	8,427.02
21	8" PE Water Main (Directional Drill)	LF	1144	48.59	55,586.96
22	Crossing at Highland Dr.: 16" PE Casing w/ 8" PE carrier pipe (Directional Drilled) Or 16" Steel Casing w/ 8" PVC or DI Carrier Pipe (Jack and Bored)	LF	50	180.36	9,018.00
23	8" Water Main (PVC or D.I.) (Open Cut)	LF	364	30.76	11,196.64
24	4" Water Main (PVC or D.I.) (Open Cut)	LF	10	25.24	252.40
25	Remove Existing Valve (2", 3")	EA	4	329.07	1,316.28
26	8" Gate Valve	EA	9	1,543.55	13,891.95
27	Fire Hydrant Assembly	EA	4	3,735.21	14,940.84
28	Water Service Line (1.5") (Open Cut)	LF	108	14.23	1,536.84
29	Water Service Line (1.5") (Directional Drill w/3" PVC Sleeve)	LF	94	23.98	2,254.12
30	Water Service Line (2") (Open Cut)	LF	20	15.13	302.60
31	Single Water Service	EA	7	997.80	6,984.60
32	Double Water Service	EA	4	1,174.85	4,699.40
33	8" x 2" Service Saddle and 2" Gate Valve	EA	2	1,414.66	2,829.32
34	3" x 3" Tapping Sleeve and Valve	EA	2	2,370.07	4,740.14
35	6" x 6" Tapping Sleeve and Valve	EA	1	2,922.02	2,922.02

NAME OF BIDDER: Expertech Network Installation, Inc.

REVISED PER ADD. NO. 1

BID SCHEDULE					
PAY ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
36	8" x 8" Tapping Sleeve and Valve	EA	1	8,822.37	8,822.37
37	Line Stop Assembly (6")	EA	1	329.07	329.07
38	Restrained Cap with Concrete Thrust Collar (6")	EA	1	518.40	518.40
39	Connect to Existing 2" WM w/ 2" Coupling	EA	1	201.12	201.12
40	Connect to Existing 2" Galv. WM at Existing Valve	EA	1	329.07	329.07
41	Plug Existing 1" WM with 1" Brass Plug	EA	1	202.41	202.41
42	Plug Existing 2" WM with 2" Brass Plug	EA	11	214.77	2,362.47
43	Remove Plug and Connect to Existing 4" WM	EA	1	658.13	658.13
44	Temporary Jumper Connection	EA	2	2,288.04	4,576.08
45	Temporary Blowoff and Sampling Point	EA	6	567.71	3,406.26
TOTAL BASE BID					$ 254,865.19

NAME OF BIDDER: Expertech Network Installation, Inc.

REVISED PER ADD. NO. 1

EXHIBIT (C)

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
Shoring	LF	8	187.50	1,500.00

TOTAL $ 1,500.00

Doug Whyte
Printed Name

Expertech Network Installation, In
Bidder Name

D. J. Whyte
Signature

7/17/07
Date

EXHIBIT (D)

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: EXPERTECH NETWORK INSTALLATIONS, INC

Signature: D. J. Whyte

Printed Name: DOUG WHYTE

Title: DIRECTOR OF U.S. OPERATIONS

Date: 7/17/07

Affix Corporate Seal

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 17 day of JULY, 2007, by DOUG WHYTE of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

FERNANDA DUARTE ANJOS
Comm# DD0846299
Expires 3/4/2011
Florida Notary Assn., Inc

Fernanda D. Anjos
Print Name FERNANDA DUARTE ANJOS
Notary Public in and for the County
and State Aforementioned

My commission expires: 3/4/2011.

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

BID NUMBER: CC-2213-07/LKR
BID TITLE: Fern Park Water System
. Improvements Phase I
OPENING DATE: July 18, 2007 at 2:00 p.m.

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

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Expertech Network Installation, Inc. 2385 NW Executive Center Dr. Suite 170 Boca Raton, FL 33431 Mr. Doug Whyte PH. (561) 994-3226 FX. (561) 994-0815	AJC Construction, LLC 8046A Presidents Drive Orlando, FL 32809 Mr. Alexander Caputo PH. (407) 855-5572 FX. (407) 855-4922	Central Florida Environmental Corp. 910 Belle Avenue, Suite 1040 Winter Springs, FL 32708 Mr. Gary Wieseler PH. (407) 834-6115 FX. (407) 834-6115
TOTAL AMOUNT OF BID	**$254,865.19**	**$346,000.00**	**$510,291.60**
Acknowledge Addenda (1)	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Certificate of Nonsegregated Facilities	Yes	Yes	Yes
American w/Disabilities Affidavit	Yes	Yes	Yes

Opened and Tabulated by Lisa Riner, Senior Procurement Analyst
Posted by Lisa Riner on July 19, 2007 at 1:50 p.m. Eastern.

Recommendation: **Expertech Network Installation, Inc.**
Posted by Lisa Riner on July 30, 2007 at 11:10 a.m. Eastern.

Board Date: August 28, 2007
Posted by Lisa Riner on July 30, 2007 at 11:10 a.m. Eastern.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program

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

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

MOTION/RECOMMENDATION:
Approve the negotiated rates and award PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program to Carter & Burgess, Inc. of Orlando, Florida (Estimated usage $500,000.00 per year).

County-wide Ray Hooper

BACKGROUND:

PS-1742-07/BLH will provide professional services for preliminary and final engineering design services for the rehabilitation of public infrastructure within selected unincorporated Seminole County residential subdivisions. On May 22, 2007, the Board approved the ranking and authorized staff to negotiate with Carter & Burgess, Inc. of Orlando, Florida, the top ranked firm.

The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement is a base period of two (2) years, and may be renewed for an additional three (3) successive periods not to exceed one (1) year each. Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. Staff estimates usage under this Agreement in the amount of $500,000.00 per year. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the negotiated rates and award PS-1742-07/BLH - Design Services for Subdivision Rehabilitation Program to Carter & Burgess, Inc. of Orlando, Florida (Estimated usage $500,000.00 per year).

ATTACHMENTS:

1. PS-1742-07_BLH - Award Agreement with Carter & Burgess, Inc.

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

CONSULTANT SERVICES AGREEMENT (PS-1742-07/BLH)
DESIGN SERVICES FOR SUBDIVISION REHABILITATION PROGRAM

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **CARTER & BURGESS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Legion Place, Suite 1400, Orlando, Florida 32801-1041, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design services for subdivision rehabilitation program in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish design services for the subdivision rehabilitation program to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and Attachment A-1 thereto, made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of two (2) years and, at the sole option of COUNTY, may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

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

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

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

SECTION 7. PAYMENT AND BILLING.

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

(b) If the Scope of Services is not clearly defined, the Work

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

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

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially

complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

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

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

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

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

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

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

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

of proper invoice.

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

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

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

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

thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT, terminate this Agreement or any Work Order issued hereunder, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of

CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall:

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

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

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

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

CONSULTANT.

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

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

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or

other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

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

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

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

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the

prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

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

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

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT shall (at the option of

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

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

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

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

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

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority; (ii) no

longer comply with Section 440.57, Florida Statutes; or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Professional Liability Insurance. CONSULTANT shall carry professional liability insurance with limits of not less than ONE

MILLION AND NO/100 DOLLARS ($1,000,000.00).

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

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

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

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

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall

be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents)an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under

this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Public Works
520 W. Lake Mary Blvd.
Lake Mary, FL 32746

For CONSULTANT:

Carter & Burgess, Inc.
1000 Legion Place, Suite 1400
Orlando, FL 32801-1041

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

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

ATTEST:

CARTER & BURGESS, INC.

_____
FRED H. EVANS, Secretary

By:_____
BENJAMIN G. WATTS, 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 use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

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

AEC:jjr
8/1/07
P:\Users\jroyal\Purchasing 2007\Agreements\PS-1742-07-BCH Carter&Burgess.doc

Exhibit A

Scope of Services
Professional Services for Subdivision Rehabilitation Program

The Seminole County Board of County Commissioners (**BCC / COUNTY**) wishes to select a consultant (**CONSULTANT**) to provide **PRELIMINARY ENGINEERING ANALYSES (PEA)** and **FINAL ENGINEERING DESIGN (FED)** for the rehabilitation of the County's public infrastructure within selected, unincorporated Seminole County residential subdivisions. The CONSULTANT is to provide those professional services necessary to accomplish this effort.

Section I: Description

Preliminary engineering analysis and engineering design services for the rehabilitation of County public infrastructure within selected, unincorporated Seminole County residential subdivisions, primarily includes roadways, pedestrian access, drainage systems, utility rehabilitation (advance-of-paving notices to utility companies), neighborhood parks, and other related public infrastructure elements as may be directed by the County.

Section II: Purpose & Intent

It is the purpose of this document to inform and describe to prospective Professional Engineers (**CONSULTANT**) that Seminole County (**COUNTY**) intends to continue their **SUBDIVISION REHABILITATION PROGRAM (SRP)** County-wide. The **COUNTY** defines the scope-of-work and the responsibilities of the **CONSULTANT** for the desired services for this program. The **COUNTY** also shares its expectations for success of the project.

Further this document provides a brief, non-exclusive summary of technical requirements and necessary professional services for the **PEA** and **FED** for the County's **SRP**.

Section III: SRP-Phases I Services

The **CONSULTANT** is to provide all necessary and required professional services relating to the preparation of a **PEA&FED**. The **COUNTY** expects to obtain sufficient information and data, with appropriate professional recommendations, to pursue Final Engineering plan design, final engineering evaluations with recommended improvements.

Section IV: Scope Of Work (CONSULTANT's Responsibility)

Segment IV-A:

The CONSULTANT is to evaluate the public infrastructure within selected County subdivisions to obtain the following data:

- Roadway pavement geometry and conditions (non-invasive).
- Pedestrian facilities (including ADA accessibility).
- Drainage systems condition and function (including on-line and off-line facilities).
- Utility replacements (advance-of-paving notices to utility companies).
- Neighborhood parks existence and potential availability of land for facilities, and other related public infrastructure elements as may be directed by the County

The basis of evaluation will be the Seminole County Land Development Code, and other State and Federal rules and regulations as may apply.

Segment IV-C:

The **CONSULTANT** is to incorporate collected information into the county assets management database with an interactive graphic (GIS) format for data records management including condition assessment maintenance tracking / scheduling, etc. Any electronic deliverables must be compatible with the County's existing computerized Systems. Further, the entire organizational approach, graphical representations and formats must be approved by the County prior to the initiation of the work effort and the preparation of the deliverable.

The CONSULTANT is responsible to provide for these required services. The CONSULTANT will submit lump-sum fee and man-hour estimates for each team member, attached to the submission as Exhibit F-1.

The CONSULTANT is to provide a Schedule of Professional services delineating a time table for the execution and completion of all elements of this scope, attached as Exhibit F-2.
The professional services for the aforementioned Scope of Services can be generally grouped into the following six primary categories:

1. Administration
2. Approach to the Scope of Services
3. Data Collection& Engineering Analyses
4. Rehabilitation Analyses/ Evaluation Matrix
5. Engineering Design & Permitting.
6. Public Involvement (To be determined)
7. Deliverables

Please refer to the Appendix A-I for a description of each task within these seven (7) elements. These descriptions define the specific tasks within this Scope-of-Services and are to be used as a minimum criteria for project performance and execution.

APPENDIX A-1
Expanded Scope of Services - Subdivision Rehabilitation Program

1.0 ADMINISTRATION

1.1 **Attend Notice to Proceed / Kick-off Meeting**
The **CONSULTANT** will prepare for and attend a Notice-to-Proceed (NTP) Meeting/ Kick-off Meeting with the **COUNTY's** Project Manager, staff & others as determined by the **COUNTY**. At this meeting, the **COUNTY** and key members of the **CONSULTANT's** team will set the final parameters for the project and formally initiate **Preliminary Engineering Analyses (PEA)** and final engineering.

1.2 **Project Status Meetings**
The appropriate members of the **CONSULTANT's** team will attend periodic meetings [up to twelve (12) per year] with the **COUNTY's** Project Manager and staff from selected Divisions to discuss the project's progress, status, upcoming events and activities. The purpose of these meetings is to maintain clear communications between the **COUNTY** and the **CONSULTANT's** team. The **CONSULTANT** will prepare and distribute meeting minutes within seven (7) days following each of these meetings.

1.3 **Project Schedule & Invoicing**
Immediately upon receipt of the **NTP**, the **CONSULTANT** will prepare and submit a detailed project schedule identifying major tasks, duration and task relationships. An electronic submittal, compatible with ***MS Project***, is required. Project invoicing will be integrated to the project schedule. Accordingly, upon submittal of project invoicing, an updated schedule and project status report will accompany the invoice.

2.0 DATA COLLECTION & PRELIMINARY ENGINEERING ANALYSES

Based upon a **COUNTY** approved approach and Outline/ Matrix, the **CONSULTANT** will collect all relevant and appropriate data necessary to address overall project requirements. The **CONSULTANT** is to utilize any and all available information gathered; including past reports, studies, aerials, public infrastructure improvement plans, development plans, field interviews, etc. for each subdivision evaluated. Further, this data will serve as the basis for engineering analyses for the SRP.

The **CONSULTANT** will provide for engineering analyses of the herein described collected data and other useful and appropriate information to arrive at recommendations for the **COUNTY's** SRP consistent with this scope of services and referenced standards.

The **COUNTY** has identified a preliminary list of selected subdivisions of interest for evaluation and review (**APPENDIX A-2**). The **CONSULTANT** will employ this list as a primary source of selected subdivisions for review and evaluation. This list is provided as a basis for all request subdivision evaluations under this scope of services. Additional subdivision evaluations will be addressed as supplemental services; negotiated accordingly, employing man-hour rates and fee schedules consistent with the base agreement.

2.1 **Aerial Photography / Base Maps**

The **CONSULTANT** will prepare scaleable aerial photography base maps (scale of aerials is flexible and will be negotiated with **CONSULTANT**). The **COUNTY** anticipates using existing COUNTY aerials to accommodate project base aerial requirements. However, where this data is found to be insufficient, as viewed by the COUNTY, other means and methods will be addressed as supplemental services, consistent with man-our rates and fee schedules of the base agreement. The CONSULTANT will use these aerials to present conceptual master subdivision rehabilitation plans and final recommendations.

The **CONSULTANT** will prepare the black and white (color optional) aerials at a standard 22 x 34-inch format (for 1/2 scale reduction) with appropriate title blocks and annotations suitable for public display. All reproductions, exhibits, aerials, etc. must be scalar. The **COUNTY** must approve any exception before use and production.

2.2 **Existing Subdivision Characteristics**

The **CONSULTANT** will conduct record searches and field investigations to collect all pertinent existing subdivision information necessary to develop and evaluate subdivision rehabilitation analyses. The data will be compiled, documented and mapped on aerial photography base maps for review by the **COUNTY** and use, as required, at the public presentations and within the final recommendations. Further, the **CONSULTANT** is to video appropriate rehabilitation elements of the evaluation in support of recommendations for the final design and post design services. At a minimum, the **CONSULTANT** will provide the following data on each selected subdivision:

2.2.1 Public Right of Way Identification

The basis of formal recommendations provided by the **CONSULTANT** will be, in part, reliant upon the existence of public right-of-ways and easements (roadways, drainage, etc.). Accordingly, the **CONSULTANT** will provide a cursory review of public records sufficient to validate the existence , of public rights-of-ways and easements for the selected subdivision. The **CONSULTANT** will use this data in the preparation of base maps and graphics (minimum scale 1"=100') for use in public meetings, presentations and documentation within the formal recommendations for the SRP.

2.2.2 Pavement Geometry and Conditions

The **CONSULTANT** will field review public roadways within each selected subdivision for Compliance with the current Seminole County Land Development Code (LDC), specific to horizontal geometry and physical pavement conditions and appearance -non invasive.

The **CONSULTANT** will coordinate this effort with the existing Pavement Management Program currently ongoing within the Road Operations – Stormwater Division.

There is a potential that the Pavement Management Program may be affected by elements of the SRP. The CONSULTANT is to work with the Project Manager and Road Operations regarding this matter.

2.2.3 **Pedestrian and ADA Compatible Facilities**

The **CONSULTANT** will collect, document and evaluate all public facilities within each selected subdivision for accommodations and compliance with **COUNTY, STATE & FEDERAL** requirements for pedestrian, bicycle and Americans with Disabilities Act.

2.2.4 **Utilities**

The **CONSULTANT** will graphically identify all existing and proposed utilities, which may affect the SRP recommendations. The utilities identification to include overhead transmission lines, microwave towers, water, gas, sanitary sewer, force mains, power cables, telephone, fiber-optic, etc. The **CONSULTANT** will assemble and graphically document this information.

As part of the SRP, the COUNTY expects to create and initiate an "Advance of Paving Program" (APP) where by utility service providers will be notified of proposed roadway paving. Any planned or programmed utility replacements and/or new construction will be integrated to the SRP to avoid. And preempt needless damage to newly paved and/or reconstructed County roadways.

2.2.5 **Soil Survey *(NCRS/SCS)* and Geotechnical Data**

The **CONSULTANT** will collect and assemble existing soil maps and available geotechnical information for use in the SRP. This information will be integrated to the **CONSULTANT's** recommendation.

2.2.6 **Field Surveying Service**

The CONSULTANT will provide appropriate man-hour rates and unit prices appropriate for these services should these services be requested by the **COUNTY**. If surveying services are requested, the **SURVEYOR** will provide all the data in both "hard copy" and electronic data formats compatible with **COUNTY** surveying and GIS systems.

Field data will be kept in standard field books and submitted to the **COUNTY's** Project Manager upon completion of each project.

2.2.7 **Drainage and Natural Features**

The **CONSULTANT** will review existing information to identify significant hydraulic and natural Features found within the selected subdivision. The CONSULTANT will supplement documented Information with field reviews of the selected subdivision. Information "of record" to be documented will at a minimum, include the following:

* Secondary Drainage Collection Systems
* Stormwater Management Facilities
* Drainage Outfall and Easements
* Floodplains and Floodways
* Wetlands
* Water Quality

The **CONSULTANT** will document, in report and map format, all information that may influence the recommendations within the SRP. There are no hydrologic or hydraulic evaluations required or contemplated for this scope at this time. This is simply an identification no existing conditions and facilities within the evaluation area.

The CONSULTANT will also collect and document environmental permit-related information

required because of recommendations within the SRP, the **CONSULTANT** will identify the scope of this permitting effort and integrate this element within the evaluation matrix.

Note: The Engineering Division may have substantial, large-scale drainage information on some of the selected subdivisions. The **CONSULTANT** is to seek-out this information in support of their evaluation.

3.0 REHABILLATATION ANALYSES / EVALUATION AND RECOMMENDATION MATRIX

Based upon data collection and engineering analyses (Section 3,0), the **CONSULTANT** will prepare an evaluation matrix (or approved alternate evaluation approach) for each Selected subdivision. The matrix will provide the following information at a minimum:

3.1 Subdivision Characteristics

The matrix will summarize each element of the subdivision characteristics and assign a weighted value to each for comparative evaluation purposes. The matrix will serve as the basis to prepare a recommendation for the Implementation Program (IP).

3.2 Selected Subdivision Rehabilitation Recommendations

The matrix will include, or may be prepared as a separate documentation within the final report, recommendations for the implementation of rehabilitation of selected subdivisions.

4.0 FINAL ENGINEERING DESIGN & PERMITTING

4.1 Final Engineering Design

Some identified subdivisions will require engineering design and permitting for infrastructure improvements as identified in the Preliminary Engineering analysis. These improvements may include but limited to stormwater (water quality & flood control), road, sidewalk, trails, traffic control, and utilities (water & sewer). In these cases, design shall address all improvements to current Seminole County Design Standards. Included in the design services shall be all necessary survey, geotechnical and environmental service. All required state and federal permitting shall also be included.

The **CONSULTANT** will provide for all appropriate graphics, presentation materials, manpower, audio Visual equipment (if required), transportation and incidentals necessary to provide for the needs of meetings with County staff and any BCC presentations.

5.0 PROJECT MANAGEMENT SERVICES

5.1 Project Management

Provide project management services to assist with the delivery of the County's Subdivision rehabilitation program.

Listing of Select Subdivision Rehabilitation Candidates – From Phase I Analysis Completed 2004

District One / Subdivision Rehabilitation Candidates

Subdivision

1 Stillwater
2 Deer Run
3 Garden Lake Estates
4 Woodcrest
6. Sunrise
7. Wrenwood Heights
8. Village of Sutter Mills
9. Harbor Ridge
10. Jamestown
11. Remington Park
12. Fox Chase
13. Huntington
14. Howell Cove
15. Hollow Brook
16. Raintree
17. Tuska Bay
18. Eagles Point
19. Fernbrook Trails
20. Creeks Bend
21. Citrus Point
22. Country Lane

District Two / Subdivision Rehabilitation Candidates

Subdivision

1. Fairlane Estates
2. Williamson Heights
3. Country Club Heights
4. Crystal Creek

District Three / Subdivision Rehabilitation Candidates

Subdivision

1. Wekiva Club Estates Sec 1
2. Wekiva Club Estates Sec 2
3. Wekiva Club Estates Sec 3
4. Wekiva Club Estates Sec 4
5. Wekiva Club Estates Sec 5
6. Wekiva Club Estates Sec 6
7. Wekiva Club Estates Sec 7
8. Wekiva Club Estates Sec 8
9. Wekiva Club Estates Sec 9
10. Wekiva Hills Sec 3
11. Wekiva Hills Sec 4
12. Wekiva Hills Sec 5
13. Wekiva Hills Sec 6
14. Wekiva Hills Sec 7
15. Wekiva Hills-Sec 8
16. Wekiva Hills See 9
17. Wekiva Hunt Club Fox Hunt Sec 1
18. Wekiva Hunt Club Fox Hunt Sec 2
19. Wekiva Hunt Club Fox Hunt Sec 3
20. Sabal Bend At Sabal Point
21. Sabal Glen At Sabal Point
22. Sabal Point & Amended

District Four / Subdivision Rehabilitation Candidates

Subdivision

1. Prairy Lake Est.
2. Highland Pines
3. English Estates
4. Tangle Wood
5. Winter Woods

District Five / Subdivision Rehabilitation Candidates

Subdivision

1. Idylliwidle of Loch Arbor
2. Ravensbrook
3. Lincoln Heights
4. Loch Arbor
5. Ravenna Park
6. Markham Place
7. Hunters Trail
8. Sunland Estates
9. St. Johns Estates
10. Missouri Ave.
11. Orange Ridge S/D
12. Long Pond Ave
13. Springs Landing
14. I-4 Industrial Park

In addition to this list approximately 1400 subdivisions in Seminole County were built prior to 1984 (pre-stormwater rules).

These and other subdivisions may be added to the evaluation based on need.

Board of County Commissioners
SEMINOLE COUNTY, FLORIDA

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
Contract Title: _____
Project Title: _____

Consultant: _____
Address: _____
_____

ATTACHMENTS TO THIS WORK ORDER:
[ ] drawings/plans/specifications
[ ] scope of services
[ ] special conditions
[ ] _____

METHOD OF COMPENSATION:
[ ] fixed fee basis
[ ] time basis-not-to-exceed
[ ] time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS ($_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20_____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

****

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

_____
(Procurement Analyst)

By: _____, Procurement Supervisor

_____
(Procurement Analyst)

Date: _____
As authorized by Section 8.153 Seminole County Administrative Code.

OC #_____ ON #_____

WORK ORDER
TERMS AND CONDITIONS

a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.

b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.

c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.

d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.

e) METHOD OF COMPENSATION - If the compensation is based on a:

(i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.

(ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

(iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.

f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.

g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.

h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

Carter & Burgess

Architecture COA AAC001802
Engineering COA 5300
Interior Design COA IB0001282
Landscape Architecture COA LC26000203
Land Surveying COA LB7455

1000 Legion Place, Suite 1400
Orlando, FL 32801-1041
Phone: 407.514.1400
Fax: 407.514.1499
www.c-b.com

EXHIBIT C

Carter & Burgess, Inc.
Hourly Rate Schedule
Seminole County - PS-1742-07/BLH
Design Services for Subdivision Rehabilitation Program

Position	Raw Labor Rate	Billing Rate (2.9 Multiplier)
Contract Director	$ 74.52	$ 216.11
Contract Manager	$ 57.50	$ 166.75
Senior Landscape Architect	$ 66.35	$ 192.42
Senior Project Manager	$ 55.29	$ 160.34
Project Manager	$ 50.48	$ 146.39
Senior Project Engineer	$ 43.41	$ 125.89
Staff Engineer / Engineering Intern / Planner	$ 37.13	$ 107.68
CADD Technician/ Designer	$ 30.05	$ 87.15
CADD Technician	$ 24.44	$ 70.88
Administrative Assistant	$ 20.80	$ 60.32
Clerical	$ 15.58	$ 45.18

*Raw Labor Rates and Billing Rates are current through 12/31/07. Escalated rates will be requested annually.

Breakeven Multiplier	2.76
Profit Margin	11%
Total Multiplier	3.06

*In order to meet Seminole County guidelines, the maximum multiplier of 2.9 will be used.

OVERALL MULTIPLIER: 2.9

I certify that the above hourly rates and multiplier are true and correct.

Signature: JoAnn Owen
Printed Name: JoAnn Owen
Title: Manager, Finance & Administration
Date: 06/21/07

EXHIBIT "D"

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (a) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS01742-07/BLH* are accurate, complete, and current as of June 18, 2007**. This certification includes wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm: Carter & Burgess, Inc.

Signature: JoAnn Owen

Name: JoAnn Owen

Title: Manager, Finance & Administration

Date of execution*** 06/21/07

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g. PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practical to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Professional Services: PS-1903-07/BLH - Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services

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

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

MOTION/RECOMMENDATION:
Approve the ranking list and authorize staff to negotiate rates for PS-1903-07/BLH - Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services with Miller Legg of Winter Park, Florida and David Wickham & Associates, Inc. of Lake Mary, Florida.

County-wide Ray Hooper

BACKGROUND:

PS-1903-07/BLH will provide for Landscape Architecture and Irrigation Design Services for miscellaneous public projects to be identified throughout the year. Typical projects that require these services include, but are not limited to, roadway corridors, landscape and "hardscape" features, signage, walls, planters, decorative paving, lighting, etc., and building site work.

The project was publicly advertised and the County received seven (7) submittals (listed alphabetically):

CPH Engineers, Inc.
David Wickham & Associates, Inc.
Glatting Jackson Kercher Angin, Inc.
Landscape Designs, LLC
Miller Legg
Native Florida Consulting, Inc.
Stantec Planning & Landscape Architecture PC

The Evaluation Committee, which consisted of Jerry McCollum, County Engineer, Public Works, Antoine Khoury, Assistant County Engineer, Public Works, Mark Lichtenheld, Public Works, and Bryan Nipe, Program Manager, Leisure Services, evaluated the submittals. Consideration was given to approach/understanding of the project, qualifications of proposed personnel and the firm, similar project experience, and location of the firm. The Committee agreed to interview the following four (4) firms (listed alphabetically):

David Wickham & Associates, Inc.
Glatting Jackson Kercher Anglin, Inc.
Miller Legg
Native Florida Consulting, Inc.

The Committee Interviewed the four (4) short-listed firms giving consideration to their ability to design for xeric or extremely dry habitat conditions, construction documents preparation and constructability reviews, irrigation design and staff resources, understanding of FDOT standards for roadway design, and innovative and cost-saving ideas. The backup documentation includes the Tabulation Sheet, the Evaluation Consensus Sheet, and the Presentation Consensus and Score Sheets.

The Committee recommends that the Board approve the ranking list below and authorize staff to negotiate rates with the top-ranked firms, Miller Legg of Winter Park, Florida and David Wickham & Associates, Inc. of Lake Mary, Florida, in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA).

1. Miller Legg
2. David Wickham & Associates
3. Native Florida Consulting, Inc.
4. Glatting Jackson Kercher Anglin, Inc.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the ranking list and authorize staff to negotiate rates for PS-1903-07/BLH - Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services with Miller Legg of Winter Park, Florida and David Wickham & Associates, Inc. of Lake Mary, Florida.

ATTACHMENTS:

1. PS-1903-07_LKR Agenda Backup

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

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

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.

PS NUMBER: PS-1903-07/BLH
PS TITLE : Master Agreement for Continuing Professional Services for Landscape Architecture and Irrigation Design Services
DATE: April 11, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
CPH Engineers, Inc. 500 West Fulton Street Sanford, FL 32771 Nikhil Jindal (407) 322-6841 – Phone (407) 330-0639 – Fax	David Wickham & Associates, Inc. 722 Powderhorn Circle Lake Mary, FL 32746-5113 David Wickham (407) 328-1586 – Phone (407) 328-1586 – Fax	Glatting Jackson Kercher Anglin, Inc. 120 N. Orange Ave. Orlando, FL 32801 Gary Warner (407) 843-6552 – Phone (407) 839-1789 – Fax	Landscape Designs, LLC 4465 Gabriella Lane Winter Park, FL 32792 Carl J. Kelly, Jr. (407) 484-3414 – Phone (407) 671-1604 – Fax
RESPONSE -5-	**RESPONSE -6-**	**RESPONSE -7-**	
Miller Legg 631 S. Orange Avenue #200 Winter Park, FL 32789 Robert Fraser (407) 629-8880 – Phone (407) 629-7883 – Fax	Native Florida Consulting, Inc. Landscape Architecture 311 S. Glenwood Ave. Orlando, FL 32803 Karina Veaudry (407) 895-8446 – Phone (407) 895-8774 – Fax	Stantec Planning & Landscape Architecture PC 4305 Neptune Road St. Cloud, FL 34769 Michael Urchuk (407) 892-3214 – Phone (407) 892-4648 – Fax	

Tabulated by Lisa Riner, Senior Procurement Analyst *(Posted by Lisa Riner April 12, 2007 at 9:15 a.m. Eastern)*

Evaluation Committee Meeting: May 10, 2007 at 10:00 a.m. - Reflections Bldg., Lake Jessup Conference Room, 520 W Lake Mary Blvd, Sanford, FL 32773
(Posted by Lisa Riner April 12, 2007 at 9:15 a.m. Eastern)

Committee agreed to short-list the following four (4) firms:
(Posted by Lisa Riner May 11, 2007at 9:00 a.m. Eastern)

David Wickham & Associates
Glatting Jackson Kercher Anglin, Inc.
Miller Legg
Native Florida Consulting, Inc.

Phone Presentations/Interviews: **August 3, 2007** at 9:45 a.m. ***PLEASE NOTE NEW DATE AND REVISED TIMES***
Jerry McCollum's Office (County Engineer), 520 W. Lake Mary Blvd., Sanford, FL 32773
(Posted by Lisa Riner May 11, 2007 at 9:00 a.m. Eastern, Revised by Lisa Riner May 15, 2007 at 8:45 a.m. Eastern, Revised by Lisa Riner June 13, 2007 at 1:35 p.m. Eastern, Revised by Lisa Riner June 14, 2007 at 2:30 p.m. Eastern)

David Wickham & Associates	**9:45-10:10 a.m.**
Glatting Jackson Kercher Anglin, Inc.	**10:15-10:40 a.m.**
Miller Legg	**10:45-11:10 a.m.**
Native Florida Consulting, Inc.	**11:15-11:40 a.m.**

Board of County Commissioners Agenda Date - Request Approval to Negotiate (Ranked): August 28, 2007
(Posted by Lisa Riner August 3, 2007 at 1:20 p.m. Eastern)

1. Miller Legg
2. David Wickham & Associates
3. Native Florida Consulting, Inc.
4. Glatting Jackson Kercher Anglin, Inc.

Board of County Commissioners Agenda Date – Award: TBD

EVALUATION RANKINGS
PS-1903-07/BLH- Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

	A. Khoury	B. Nipe	M. Lichtenheld	J. McCollum	TOTAL POINTS	RANKING
CPH Engineers, Inc.	6	3	5	6	20	5
David Wickham & Associates, Inc.	2	5	3	3	13	3
Glatting Jackson Kercher Anglin, Inc.	1	4	6	1	12	2
Landscape Designs, LLC	6	7	1	7	21	6
Miller Legg	3	1	4	2	10	1
Native Florida Consulting, Inc.	5	2	2	5	14	4
Stantec Planning and Landscape	4	6	7	4	21	6

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

Miller Legg
Glatting Jackson Kercher Anglin, Inc.
David Wickham & Associates
Native Florida Consulting, Inc.

Antoine Khoury

Bryan Nipe

Mark Lichtenheld

Jerry McCollum

LIZA

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: David Wickham & Associates

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

25 years of local experience. Plant Material setup County Standard, Plant Material, NATIVE PLANTS

Score 90 (0-100) 21.0

Criteria: Construction documents preparation and constructability reviews (20%)

Safety of sight distance Knowledge. Done a lot of Contractor Coordination. CHANGE ORDER And Very little.

Score 95 (0-100) 19.0

Criteria: Irrigation Design and Staff Resources (20%)

President of Landscaping irrigation

Score 88 (0-100) 17.6

Criteria: Understanding of FDOT standards for roadway design (10%)

Highly Knowledgable of Standards

9.0

Score 90 (0-100)

Criteria: Innovative and cost-saving ideas (20%)

Signing & Solar Lighting Texture for Hardscape 18.0

Stay Current with Trends on new products ~~to~~ their Cost.

Score 90 (0-100)

TOTAL SCORE (0-100 Points) 90.60

RANKING 1

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Glatting Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Good understanding of xeric scape

Score 85 (0-100) 25.5

Criteria: Construction documents preparation and constructability reviews (20%)

GATEWAY TO COUNTY PROJECTS

Score 87 (0-100) 17.40

Criteria: Irrigation Design and Staff Resources (20%)

HORTICULTURAL NEEDS TO BONDS

Score 85 (0-100) 17.00

Criteria: Understanding of FDOT standards for roadway design (10%)

DESIGN TO FDOT ".

Score 85 (0-100) 8.5

Criteria: Innovative and cost-saving ideas (20%)

Maintenance is critical

Score 80 (0-100) 16.00

TOTAL SCORE (0-100 Points) 84.4

RANKING 3

Presentation

PS-1903-07/BLH--Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Max. Mulch Area, Reduce Grassed AREAS

Score 89 (0-100) 26.70

Criteria: Construction documents preparation and constructability reviews (20%)

Good Experience, Peer Review

Score 88 (0-100) 17.60

Criteria: Irrigation Design and Staff Resources (20%)

Good Experience

Score 89 (0-100) 17.8

Criteria: Understanding of FDOT standards for roadway design (10%)

SIGHT DISTANCE.

Score 87 (0-100) 8.7

Criteria: Innovative and cost-saving ideas (20%)

Land & Rock Software

Design for Maintenance Long Term.

Score 85 (0-100) 17.00

TOTAL SCORE (0-100 Points) 87.80

RANKING 2

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Native Florida Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

NATIVE Plant Expertise

Score 80 (0-100) 24.0

Criteria: Construction documents preparation and constructability reviews (20%)

Done Some Work for Seminole

Score 78 (0-100) 15.60

Criteria: Irrigation Design and Staff Resources (20%)

OK GOOD

Score 78 (0-100) 15.60

Criteria: Understanding of FDOT standards for roadway design (10%)

Done Some Work for FDOT Knowledge

Score 80 (0-100) 8.0

Criteria: Innovative and cost-saving ideas (20%)

Landscape Maintenance Plan to Limit Need for High Maintenance

LEADS PROGRAM BUT NOT CERTIFIED.

Score 82 (0-100) 16.40

TOTAL SCORE (0-100 Points) 79.60

RANKING 4

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: David Wickham & Associates

QUALIFICATION COMMITTEE MEMBER: Mark Lichtenheld

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Prev. experience + New ideas.
Choice of Native Plant materials; Green Images contact.
Existing conditions & overcoming negative effects of constr.

Score 98 (0-100) 29.4

Criteria: Construction documents preparation and constructability reviews (20%)

Prev. County & State Plans experience.

Score 20 (0-100) 100 20.0

Criteria: Irrigation Design and Staff Resources (20%)

Registered LA, Yes! Serves on State Board.

Score 19 (0-100) 98 18.62

Criteria: Understanding of FDOT standards for roadway design (10%)

RLA, + Prev. Experience → Good!

Score 10 (0-100) 100 10.0

Criteria: Innovative and cost-saving ideas (20%)

Trys to stay current by Conf. attendance
Cost-saving ideas; Solar Power, Hardscape,
+ Contractor Coordination

Score 9 (0-100) 95 19.0

TOTAL SCORE (0-100 Points) 97.02

RANKING 1

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Glatting Jackson Kercher Anglin, Inc. Jay Hood Gary Warner

QUALIFICATION COMMITTEE MEMBER: Mark Lichtenheld

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

Alaqua
Winter Garden; Park Ave.

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Approach (80%) Certified Leads

Criteria: Ability to design for xeric conditions (30%)
Horizontal Sources/ Wells Ponds
/Selective Plant Pallette
Use of polymers

Score 80 (0-100) 24.0

Criteria: Construction documents preparation and constructability reviews (20%)
Previous experience/
/Over Achieving Goals

Score 80 (0-100) 16.0

Criteria: Irrigation Design and Staff Resources (20%)
150 person Firm/ Multi-Discipline

Score 95 (0-100) 19.0

Criteria: Understanding of FDOT standards for roadway design (10%)
Gateway Projects/ Winter Garden;
Context sensitive design

Score 90 (0-100) 9.0

Criteria: Innovative and cost-saving ideas (20%)
Multi-Discipline; + Grant Writing Applications
Attention to Budget,

Examples Haines City> Neighborhood Park
Lakeland

Score 90 (0-100) 18.0

TOTAL SCORE (0-100 Points) 86.00

RANKING 4

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Mark Lichtenheld, MKL Rob Fraser, John Walls, Chris Keller

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Prev. experience / Site Analysis

Score 95 (0-100) 28.50

Criteria: Construction documents preparation and constructability reviews (20%)

Maint. guidelines included / previous FDOT experience

Score 95 (0-100) 19.00

Criteria: Irrigation Design and Staff Resources (20%)

Sub-Contract / Mausen Consulting Aaron Smith /

Score 95 (0-100) 19.00

Criteria: Understanding of FDOT standards for roadway design (10%)

Firm grasp of Stds / Prev. experience

Score 95 (0-100) 9.5

Criteria: Innovative and cost-saving ideas (20%)

PMSJ; Training / Value Engineer
Incl. Maint. considerations in Design
+ Land F/X Software

Score 95 (0-100) 19.00

Staff 7-14/ 4-RLA's

TOTAL SCORE (0-100 Points) 95

RANKING 2

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Native Florida Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Mark Lichtenheld

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Karina, & Mark J/ Native Plant Specialists
Lucina / Staff Experience → Jim Thomas/BioSphere

Score 90 27.0
(0-100)

Criteria: Construction documents preparation and constructability reviews (20%)

3-layer Quality / Team concept

Score 90 18.0
(0-100)

Criteria: Irrigation Design and Staff Resources (20%)

Cornelia

Score ~~85~~ 80 16.00
(0-100)

Criteria: Understanding of FDOT standards for roadway design (10%)

Prev. Experience + FDOT Refs/Contacts

Score 80 8.0
(0-100)

Criteria: Innovative and cost-saving ideas (20%)

Sustainable Design; L/Scape Maint.
Right Plants in Right Place

Score 90 18.0
(0-100)

Refs/Experience
Winter Garden / "LEED" certified
Lake Apopka/conservation

TOTAL SCORE (0-100 Points) 87.00

RANKING 3

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: David Wickham & Associates

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Set up landscape standards for County.
Good (+) Knowledge — 23.4

Score 78
(0-100)

Criteria: Construction documents preparation and constructability reviews (20%)

Have had numerous FDOT approvals
Very good — 16.0

Score 80
(0-100)

Criteria: Irrigation Design and Staff Resources (20%)

Very extensive Knowledge
Very good — 16.0

Score 80
(0-100)

Criteria: Understanding of FDOT standards for roadway design (10%)

Understands FDOT criteria very well.
Very good (+) — 8.2

Score 82
(0-100)

Criteria: Innovative and cost-saving ideas (20%)

Solar power & Textured paving
Good — 15.0

Score 75
(0-100)

TOTAL SCORE (0-100 Points) 78.6

RANKING 2

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Glatting Jackson Kercher Anglin, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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: Project Approach (80%) Note: Covered their design process in detail but didn't address specifics that County requested.

Criteria: Ability to design for xeric conditions (30%)

Very general

Score 72 (0-100) 21.6

Criteria: Construction documents preparation and constructability reviews (20%)

Stressed ability to get plans done and built

Good

Score 75 (0-100) 15.0

Criteria: Irrigation Design and Staff Resources (20%)

Very general

Score 72 (0-100) 14.4

Criteria: Understanding of FDOT standards for roadway design (10%)

Done numerous projects with FDOT and Counties Good

Score 75 (0-100) 7.5

Criteria: Innovative and cost-saving ideas (20%)

Stay within budget. Accurate cost estimates, Very general

Score 72 (0-100) 14.4

TOTAL SCORE (0-100 Points) 72.9

RANKING 4

Presentation

PS-1903-07/BLH--Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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: Project Approach (80%)

Very good coverage of firm abilities prior to addressing specifics

Criteria: Ability to design for xeric conditions (30%)

Appropriate plants. Hydro zone issues. Assess soil conditions. Ease of maintenance

Very good (+)

Score 82 (0-100) — 24.6

Criteria: Construction documents preparation and constructability reviews (20%)

Very detailed including contractor reviews

Very good (+)

Score 82 (0-100) — 16.4

Criteria: Irrigation Design and Staff Resources (20%)

In house designer and also Masura Consulting

Very good

Score 80 (0-100) — 16.0

Criteria: Understanding of FDOT standards for roadway design (10%)

Dedicate staff person to FDOT plans

Done numerous plans for FDOT

Very good (+)

Score 82 (0-100) — 8.2

Criteria: Innovative and cost-saving ideas (20%)

Involve maintenance staff.

Numerous ideas

Warranty following

Very good (+)

Score 82 (0-100) — 16.4

TOTAL SCORE (0-100 Points) 81.6

RANKING 1

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Native Florida Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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: Project Approach (80%) Covered qualifications of each individual

Criteria: Ability to design for xeric conditions (30%)

Addressed very general — 21.6

Score 72 (0-100)

Criteria: Construction documents preparation and constructability reviews (20%)

Addressed: very general — 14.4

Score 72 (0-100)

Criteria: Irrigation Design and Staff Resources (20%)

Have in-house staff
Good — 15.0

Score 75 (0-100)

Criteria: Understanding of FDOT standards for roadway design (10%)

Have worked on numerous FDOT projects
Good (+) — 7.6

Score 76 (0-100)

Criteria: Innovative and cost-saving ideas (20%)

Addressed: very general
Green products — 14.4

Score 72 (0-100)

TOTAL SCORE (0-100 Points) 73.50

RANKING 3

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

RLA
25yrs local
State board of irrigation
ASLA state reg
Familiar w/ indexes.
Small office

SUBMITTAL COMPANY NAME: David Wickham & Associates

QUALIFICATION COMMITTEE MEMBER: Bryan Nipe

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.

Design for soil amendments?

Criteria: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

Helped set up standards for County landscapes.

Native Plants.

Masters in Parks & Rec. Design + friends,

Score 90 (0-100) 27.0

Criteria: Construction documents preparation and constructability reviews (20%)

Strives to create documents w/ little change order.

Score 85 (0-100) 17.0

Criteria: Irrigation Design and Staff Resources (20%)

States he is top in state.

Soil amendments: lime rock issues?

Score 95 (0-100) 19.0

Criteria: Understanding of FDOT standards for roadway design (10%)

Score 85 (0-100) 8.5

Criteria: Innovative and cost-saving ideas (20%)

Solar and other Innovative ~~seco~~ methods for power.
Use of bollards and other methods.

Score 60 (0-100) 12.0

TOTAL SCORE (0-100 Points) 83.5

RANKING 4

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Glatting Jackson Kercher Anglin Inc. – Quest. Soil amendments – use of natives in parks/trails shade/sun

QUALIFICATION COMMITTEE MEMBER: Bryan Nipe

Parks & Open space Studio

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

– How could apply they green principles

Systems Planning

Describe strengths, weaknesses and deficiencies to support your assessment. Design process

Softball Complex

Criteria: Project Approach (80%)

LEED certified

Criteria: Ability to design for xeric conditions (30%)

understanding
alternative water sources
ecologist on board
soil sampling for amendments
use of excavation if needed / no talk about

Score 90 (0-100) 27.0

Criteria: Construction documents preparation and constructability reviews (20%)

5 "D's"

Strong focus on implementation

grant writing
landscape beautification, highway, parks.

Score 80 (0-100) 16.0

– trail design

Criteria: Irrigation Design and Staff Resources (20%)

community planners, landscape arch, engineers, ecologists
Horizontal well explanation:
~~University Blvd. FBS 32 in Winter Park office~~
~~Don't mind small work orders~~ 4 PLA's

Score 80 (0-100) 16.0

Criteria: Understanding of FDOT standards for roadway design (10%)

DOT work
Use DOT standards in work

Score 80 (0-100) 8.0

Criteria: Innovative and cost-saving ideas (20%)

alternative water sources
good use of natives and natural plantings in succession

Score 95 (0-100) 19.0

TOTAL SCORE (0-100 Points) 86.0

RANKING 3

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Miller Legg

QUALIFICATION COMMITTEE MEMBER: Bryan Nipe

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

All design adheres to xeric. minimize topiaries, max. mulching
Ease of maint.

Score 90 (0-100) 27.0

Criteria: Construction documents preparation and constructability reviews (20%)

good systems in place w/ internal programs

Score 95 (0-100) 19.0

Criteria: Irrigation Design and Staff Resources (20%)

inside and outside sources.
inhouse irrigation designers
limit overspray
4 RLA's in office

Score 95 (0-100) 19.0

Criteria: Understanding of FDOT standards for roadway design (10%)

good past DOT experience
Design w/ mat plan

Score 90 (0-100) 9.0

Criteria: Innovative and cost-saving ideas (20%)

Value engineering
Land FX – time cutting 25% software

Score 95 (0-100) 19.0

TOTAL SCORE (0-100 Points) 93

RANKING 1

Presentation

PS-1903-07/BLH–Master Agreement for Continuing Design Services for Landscape Architecture and Irrigation Design Services

SUBMITTAL COMPANY NAME: Native Florida Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Bryan Nipe

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: Project Approach (80%)

Criteria: Ability to design for xeric conditions (30%)

– Ecology native plants water conservation.
Florida Native Plant Society
Soil test w/ UF IFAS

Score 90 (0-100) 27.0

Criteria: Construction documents preparation and constructability reviews (20%)

3 tiered process to plan reviews. All plans are passed between LA's.

Score 85 (0-100) 17.0

Criteria: Irrigation Design and Staff Resources (20%)

New firm. Experienced LA's
Written maintenance plans

Score 85 (0-100) 17.0

Criteria: Understanding of FDOT standards for roadway design (10%)

– Jeff Castor, familiar w/ Seminole Cty.
not 3

Score 80 (0-100) 8.0

Criteria: Innovative and cost-saving ideas (20%)

Green products
not LEED certified but teaches standards

Score 90 (0-100) 18.0

TOTAL SCORE (0-100 Points) 87.0

RANKING 2

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:
[Continued From 8/14/2007] Approve and authorize the Chairman to execute the attached Intergovernmental Work Agreement between Seminole County and the University of Central Florida (UCF) for an amount not to exceed $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

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 monies 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. COST OF THE SERVICES. COUNTY hereby agrees to pay UCF a sum not to exceed FOUR HUNDRED SEVENTY FOUR THOUSAND NINE HUNDRED TWENTY SEVEN AND NO/100 DOLLARS ($474,927.00) for the services described in Exhibit A. UCF shall be compensated at the rates as shown in Exhibit B, attached hereto.

SECTION 5. BILLING AND PAYMENT.

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

(1) UCF's name and address;

(2) A complete and accurate record of services performed by UCF for all services performed by UCF during that month and for which COUNTY is being billed;

(3) A description of the services rendered in (2) above with sufficient detail to identify the exact nature of the work performed; and

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

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

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

An additional copy shall be sent to:

Director, Business Innovation and Technology Services
1101 East First Street
Sanford, Florida 32771

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

SECTION 6. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

(a) All analysis, reference data, survey data, plans, reports, software, or any other form of written instrument, document, software, or any intellectual property that may result from UCF's services or have been created during the course of UCF's performance under this Agreement shall become the sole property of COUNTY after final payment is made to UCF.

(b) At the completion of this Agreement, UCF and COUNTY may jointly publish a paper/report on the services rendered pursuant to this

Agreement, provided that no source code is revealed or released. Each party shall have the right to review all materials prior to publication and to object to such publication in writing to the other party. In the event written objection is made, the parties shall negotiate in good faith an acceptable revision of the proposed publication.

SECTION 7. 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 8. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 9. 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 10. 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 11. 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 12. TERMINATION.

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

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

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

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

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

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

COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

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

SECTION 13. 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 14. 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 15. 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 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

Attachments:
Exhibit A - Statement of Work
Exhibit B - Rate Schedule

AEC:jjr
5/25/07; 8/21/07
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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

EXHIBIT B
RATES

Hourly Rates:

Karla Alvarado - $22.00 per hour + benefits ($6.50/hour)

Harish Ramakrishnan - $26.82 per hour + benefits ($7.28/hour)

Oscar Martinez - $17.50 per hour

Ram Ramani - $15.00 per hour

Alfonso Sarmiento - $20.00 per hour

Sagar Shah - $15.00 per hour

Abhijit Waukchaure - $17.50 per hour

Ahmed Ashar - $22.50 per hour

Brian Koksal - $17.50 per hour

In addition, 26 percent shall be changed to each hourly rate to cover total overhead costs.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Affordable Housing Development Agreement Program Years 2005-2006 and 2006-2007

DEPARTMENT: Community Services **DIVISION:** CDBG

AUTHORIZED BY: David Medley **CONTACT:** Buddy Balagia **EXT:** 2389

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Affordable Housing Development Agreement Program Years 2005-2006 and 2006-2007, to develop fifteen (15) affordable town homes in Sanford for very low and low income homebuyers.

District 5 Brenda Carey Buddy Balagia

BACKGROUND:
On January 14, 2007 the Community Development Office published a display advertisement in the Orlando Sentinel offering $1,857,253 in HOME and SHIP Program funding for the development of affordable housing. The advertisement requested housing development proposals from interested nonprofit and for-profit housing developers, including Community Housing Development Organizations (CHDOs).

Among several proposals, the Center for Affordable Housing, Inc. (Center) submitted a proposal to build fifteen (15) town homes in Sanford. The proposal requests $1,155,000 in HOME funding from the County and contains a commitment from Florida Community Partners to provide an additional $1,793,000 (construction) loan for 18 months at approximately 7.5% interest (the estimated development cost is approximately $2,948,000.) The Center will be matching the project $1.64 for each HOME dollar provided by the County.

The Center will sell three (3) of the units to very low income homebuyers and the remaining twelve (12) units to low income homebuyers. Funding from the County will be from the HOME Program, and the homebuyers may apply for SHIP Program down payment assistance, and obtain mortgages from private lenders. In discussions with the Center, they have indicated a desire to market this homeowner project to the workforce housing population as well as the general population.

The Agreement proposes that $1,155,000 be funded as a CHDO project. Although final purchase prices are not yet determined, sales prices will be restricted by HOME Program requirements, and at this time are expected to be approximately $130,000 to $135,000. The Agreement expires on December 31, 2008, at which time all fifteen units are to be completed.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County/The Center for Affordable Housing, Inc. HOME Program Community Housing Development Organization Affordable Housing Development Agreement Program Years 2005-2006 and 2006-2007, to develop fifteen (15) affordable town homes in Sanford for very low and low income homebuyers.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

SEMINOLE COUNTY/THE CENTER FOR AFFORDABLE HOUSING, INC.
HOME PROGRAM - COMMUNITY HOUSING DEVELOPMENT ORGANIZATION
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT
PROGRAM YEARS 2005-2006 AND 2006-2007

THIS AGREEMENT, entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **THE CENTER FOR AFFORDABLE HOUSING, INC.**, a non-profit Florida corporation, whose address is 2524 South Park Drive, Sanford, Florida 32771, hereinafter referred to as "CENTER".

WHEREAS, CENTER meets the criteria for being designated a Community Housing Development Organization (CHDO) as defined in Title 24, Code of Federal Regulations, Section 92.2; and

WHEREAS, CENTER previously submitted a CHDO proposal to develop fifteen (15) owner occupied townhouse units serving Very Low Income and Low Income households in Seminole County utilizing ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00) of COUNTY's HOME funds for Program Years 2005-2006 and 2006-2007; and

WHEREAS, COUNTY has determined that the townhouse Project proposed by CENTER will serve a vital public purpose by providing needed affordable housing ownership opportunities to Low Income and Very Low Income households as defined herein; and

WHEREAS, the parties hereto believe that this Agreement is the best means to accomplish the affordable housing Project and formalizing contractual understandings of the parties,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

SECTION 2. DEFINITIONS.

(a) "Affordability Period" means the length of time for which each affordable housing unit must comply with HOME regulations and be used solely for the affordable housing purposes benefiting Low Income and Very Low Income households as set forth herein. Pursuant to 24 C.F.R. Section 92.254, the Affordability Period for all housing units comprising the Project shall be twenty (20) years.

(b) "C.F.R." means the Code of Federal Regulations.

(c) "CS Administrator" means the Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

(d) "County Approval" means written approval by the CS Administrator.

(e) "HUD" shall mean the United States Department of Housing and Urban Development.

(f) "HOME" or "HOME Program" shall mean the federally funded, affordable housing program authorized by 42 U.S.C., Sections 12701 et seq. and administered by HUD pursuant to Title 24, Part 92, Code of Federal Regulations and comprising the funding source for the Project through COUNTY.

(g) "Low Income" shall mean gross household income from all sources not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of the Affordability Period.

(h) "Parties" shall mean the CENTER and COUNTY with respect to this Agreement.

(i) "Program Income" shall mean gross income directly generated

from the use of HOME Funds derived under this Agreement as defined in 24 C.F.R. Section 92.2.

(j) "Project" shall mean the land acquisition, construction, marketing, and sale of fifteen (15) residential townhouse units for purchase by Low Income and Very Low Income households in Seminole County, Florida. The townhouses shall each consist of 3-bedroom, 2-bath units with a living area of approximately 1,500 square feet. The Project shall be constructed on the Property and shall also comply with all of the terms and conditions of Exhibit A (Scope of Services) and Exhibit B (Project Budget), which Exhibits are attached to this Agreement and fully incorporated herein by reference. For those completed housing units sold to persons or households utilizing only private mortgage financing, CENTER shall execute and record a Restrictive Use Covenant in the form attached as Exhibit F to this Agreement as a condition of the sale of the unit. Sales of units to persons or households utilizing SHIP down payment assistance through COUNTY shall provide for compliance with the Affordability Period through the SHIP financing documents in lieu of a Restrictive Use Covenant.

(k) "Property" shall mean that certain parcel of real property located at 701 West 22nd Street, Sanford, Florida 32771, the legal description and parcel identification number for which are set forth in paragraph 15 of Exhibit A to this Agreement.

(l) "SHIP" shall mean the State Housing Initiative Partnership through which COUNTY may provide down-payment assistance to income qualified buyers of Project units pursuant to Chapter 420, Part VII, Florida Statutes.

(m) "U.S.C." means United States Code.

(n) "Very Low Income" means gross household income not to exceed fifty percent (50%) of the median family income within the Orlando

Metropolitan Statistical Area during the term of this Agreement.

SECTION 3. STATEMENT OF WORK. In a manner satisfactory to COUNTY, CENTER shall timely perform all Project services in the Scope of Services described in Exhibit A and Exhibit B attached hereto. Except as otherwise specifically stated herein, such services shall be performed by persons or instrumentalities solely under the dominion and control of CENTER. CENTER shall also fully comply with all of the reporting and performance requirements in Exhibits C through G, all of which are fully incorporated into this Agreement by reference.

SECTION 4. TERM. This Agreement shall be effective upon its execution by all parties. CENTER shall complete all Project services required by this Agreement on or before December 31, 2008. This Agreement shall terminate on December 31, 2008, unless otherwise mutually extended by written amendment hereto. The foregoing notwithstanding, Sections 10, 11, 13, 18(b), and 23 shall survive the termination date hereof. Regardless of the termination or expiration of this Agreement, all completed Project units whose development and construction are financed under this Agreement shall continue to comply with the applicable Affordability Period.

SECTION 5. PAYMENTS.

(a) COUNTY may direct pay, on CENTER's behalf, contractors and vendors selected by CENTER to develop the fifteen (15) housing units upon receipt of appropriate documentation from CENTER, as provided in subparagraph (d) below, for CENTER's performance of the Scope of Services described in Exhibit A, up to the maximum amount per the Project Budget set forth in Exhibit B to this Agreement.

(b) In lieu of direct payment provided for in paragraph (a) above, COUNTY may also reimburse CENTER for funds paid to contractors, subcontractors, and vendors selected by CENTER to provide Project

services under this Agreement in accordance with and up to the amount of the Project Budget.

(c) COUNTY has allocated ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00) of COUNTY'S 2005-2006 and 2006-2007 program year HOME funds for completion of this Agreement. COUNTY will pay or reimburse CENTER for the Project services rendered under this Agreement up to, but not exceeding, ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00). In the event that CENTER does not require the full amount of ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00), as reflected in the bids received and final Project development costs reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate such excess funds to other eligible activities.

(d) The ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00) Project budget is comprised of ONE MILLION FIVE THOUSAND AND NO/100 DOLLARS ($1,005,000.00) for land acquisition costs , site development, infrastructure and construction costs and developer fees in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00) or an amount equal to TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) per unit as compensation to CENTER for its efforts in Project development and completion. The developer fee shall be paid by COUNTY to CENTER according to the following schedule:

(i) Ten percent (10%) after closing on the acquired Property.

(ii) Twenty Percent (20%) - foundations/slabs poured for all fifteen (15) units;

(iii) Twenty Percent (20%) - exterior walls raised for all fifteen (15) units;

(iv) Twenty Percent (20%) - roofing/dry in completed for

all fifteen (15) units;

(v) Twenty Percent (20%) - completion of dry wall and finish work for all five (5) units;

(vi) Ten Percent (10%) - certificates of occupancy obtained for all fifteen (15) units.

Other construction and development costs shall be paid according to the periodic, documented Requests for Payment under the terms and conditions of the remaining paragraphs of this Section 5.

(e) In no event shall COUNTY reimburse CENTER or directly pay its contractors, subcontractors, or vendors until all goods and services rendered are invoiced and approved in writing by CENTER's Executive Director and the CS Administrator. In order to process payment requests, CENTER shall submit to COUNTY completed Application for Payment forms, attached hereto as composite Exhibit C, together with an original invoice signed by the entity requesting payment or for which reimbursement is sought approved by CENTER's Executive Director. Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the Application.

(f) Upon receipt of the documentation listed above, COUNTY shall initiate direct payment to the vendor/contractor or reimbursement to the CENTER. COUNTY reserves the right to verify, by site inspection when necessary, that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request, if CENTER, its vendors, contractors, and subcontractors have performed services in full compliance with all HOME Program and COUNTY imposed requirements and properly invoiced the request for payment.

(g) On or before December 31, 2008, CENTER shall render a final

and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims or demands of CENTER not properly invoiced and received by COUNTY on or before December 31, 2008.

(i) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid or reimbursed by COUNTY if COUNTY has issued prior written approval of such goods or services, subject to formal amendment(s) to this Agreement.

(j) CENTER shall use the funds provided under this Agreement to leverage funds and services for the completion of the Project described herein. CENTER must demonstrate a minimum leveraging in the amount of ONE MILLION ONE HUNDRED FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($1,155,000.00). Such leveraging may be in the form of dollars or, if pre-approved in writing by the CS Administrator, professional services or in-kind services so that all Project costs, including pre-development expenses, construction contingencies, and reserves, are fully funded. Prior to any direct payment, or reimbursement of funds to or on behalf of CENTER, CENTER must document to COUNTY's satisfaction that sufficient leveraged funds are available, obligated, and have been expended toward the completion of the Project. If sufficient leveraging has not been demonstrated, CENTER shall be deemed to be in breach of this Agreement, and COUNTY shall withhold any and all future payments to the CENTER in addition to pursuing any other remedies set forth herein.

SECTION 6. COMPLIANCE WITH FEDERAL REGULATIONS.

(a) CENTER shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(1) Title 24, Code of Federal Regulations, "Regulations

Relating to Housing and Urban Development" including particularly the parts and sections identified in paragraph (e) of this section.

(2) Public Law 90-284, "1968 Civil Rights Act of 1968";

(3) Public Law 90-448, "Housing and Urban Development Act of 1968";

(4) Office of Management and Budget Circular No. A-110, "Uniform Administrative Requirements For Grants and Agreements With Institutions Of Higher Education, Hospitals and Other Non Profit Organizations";

(5) Office of Management and Budget Circular No. A-122, "Cost Principles For Non-Profit Organizations";

(6) Office of Management and Budget Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations";

(b) CENTER shall comply with those portions of 24 C.F.R. Part 84 - "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" as are applicable to subrecipients of HOME Program funding.

(c) CENTER shall fully comply with the HOME regulations, contained within 24 C.F.R., Part 92, including particularly the following:

(1) Section 92.250 - Maximum Per Unit Subsidy Amount and Subsidy Layering. The requirements shall be those amounts established by HUD at the time of execution of this Agreement.

(2) Section 92.251 - Property Standards, including the requirement that Project units meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973 if construction or rehabilitated housing units are multi-family projects;

(3) Section 92.254 - Qualifications as affordable housing:

home ownership;

(4) Section 92.257 - Faith Based Activities;

(5) Section 92.350 - Other Federal Requirements;

(6) Section 92.351 - Affirmative Marketing; minority outreach program;

(7) Section 92.353 - Displacement, Relocation, and Acquisition (intended to minimize displacement of persons and businesses;

(8) Section 92.354 - Labor;

(9) Section 92.355 - Lead based paint;

(10) Section 92.356 - Conflict of Interest;

(11) Section 92.358 - Consultant Activities;

(12) Section 92.503 - Program Income; and

(13) Section 92.505(b) - Applicability of Uniform Administrative Requirement.

(d) CENTER shall not assume COUNTY's environmental responsibilities, as described in Section 92.352 "Environmental Review", nor COUNTY's responsibility to initiate an environmental review process. However, CENTER is not exempt from performing a Phase I environmental or site-specific environmental review in accordance with state and local regulations, if necessary, nor is CENTER released from any environmental pollution that it may cause or have caused, and CENTER shall assume full liability therefore.

SECTION 7. COMPLIANCE WITH LOCAL AND STATE LAWS. During the execution, and implementation of this Agreement, CENTER shall comply with all applicable state and local laws, regulations, and ordinances, including but not limited to the following:

(a) Chapter 112, Florida Statutes - Public Officers and Employees: General Provisions, including particularly, Part III

addressing ethics in government.

(b) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

SECTION 8. PROJECT PUBLICITY.

(a) Any news release, project sign, or other type of publicity pertaining to the Project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of HOME Program funding from HUD and the provider of funds to CENTER.

(b) CENTER shall adhere to the affirmative marketing requirements of Title 24, C.F.R. Section 92.351.

SECTION 9. MANAGEMENT ASSISTANCE.

(a) The CS Administrator shall be available to CENTER to provide guidance on HUD requirements.

(b) In the event that CENTER does not complete any of the terms of this Agreement within the time frames allotted herein, COUNTY may provide notices to CENTER thirty (30) days after the expiration of the subject time frame advising CENTER that it is in default of this Agreement and the pending consequences thereof. Nothing set forth herein, however, shall prohibit COUNTY from taking any action prior to such dates to enforce the terms of this Agreement.

SECTION 10. MAINTENANCE OF RECORDS.

(a) CENTER shall maintain all records required by federal, state and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final project audit. This requirement shall include:

(1) All account, property, and personnel records as deemed necessary by COUNTY to ensure proper accounting of all project funds and

compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by CENTER pursuant to this Agreement;

(B) Bills, cancelled checks, and invoices for all services contracted for by CENTER pursuant to this Agreement;

(C) All capital expenditures in excess of ONE THOUSAND AND NO/100 DOLLARS ($1,000.00), including a description, model, serial number, date, and cost of acquisition.

(b) CENTER shall perform or cause to be performed an annual audit and provide copies of such audits to the CS Administrator within thirty (30) days of its completion. Because CENTER is receiving more than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00) in Federal funding through COUNTY pursuant to this Agreement, such auditing procedures shall be undertaken in compliance with Management and Budget Circular A-133 and provided to the CS Administrator in a timely manner.

(c) All records, documents, and contracts of whatsoever type or nature required by this Agreement shall be available for monitoring, audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of this Agreement made by any federal, state, or local agency.

(d) CENTER shall complete and provide to the CS Administrator a monthly report on the form attached hereto as Exhibit D. Such reports shall be due no later than the fifteenth (15th) day of each month following the date of execution of this Agreement and concluding upon the completion of all activities described in Exhibit A.

(e) CENTER shall submit to COUNTY an End of Project Report attached hereto as Exhibit E.

SECTION 11. LIABILITY. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity or corporation in connection with the Project CENTER has agreed to perform hereunder or for debts or claims accruing to such parties against CENTER. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any property, work, labor, services, goods, or materials to CENTER as a result of this Agreement, including the contractors, subcontractors, and vendors who may from time to time be employed by CENTER.

SECTION 12. SUBCONTRACTS. All contracts made by CENTER to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations described in Section 6 of this Agreement. Only contracts and subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further property acquisitions, work, or services which CENTER wishes to subcontract shall only be approved if in writing by addendum to this Agreement and may not exceed the financial restraints forth in Section 5 of this Agreement.

SECTION 13. INDEMNIFICATION.

(a) CENTER shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to CENTER or whomsoever resulting out of CENTER's fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; any act or omission of CENTER in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required

hereunder or by any defect in the acquisitions or construction of the project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall promptly provide notice in writing thereof to CENTER by registered or certified mail addressed to CENTER at the address provided hereinafter. Upon receiving such notice, CENTER, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in CENTER's defense of any such action, suit, or proceeding. Nothing in this section or elsewhere in this Agreement shall be construed as a waiver of COUNTY's sovereign immunity and limitations on damage claims conferred by Section 768.28, Florida Statutes.

SECTION 14. INSURANCE.

(a) General. CENTER shall, at its own expense, procure the insurance required under this Section. All paid, professional contractors, subcontractors and vendors retained by CENTER shall also be required by CENTER to maintain insurance in force of the types and amounts of coverage as set forth in this section.

(1) CENTER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not

less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CENTER, CENTER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

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

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

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

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

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

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

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

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

(A) CENTER's insurance shall cover CENTER 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. CENTER 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 CENTER 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 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:

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

(2) Commercial General Liability.

(A) CENTER's insurance shall cover CENTER 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 CENTER

(inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	$2,000,000.00[1]
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00
Automobile/Other Motor Vehicle	$1,000,000.00[2]

[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.
[2] Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS ($5,000.00) per claim.

(D) Waiver of Occupancy Clause or Warranty. The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be

afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

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

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

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CENTER, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 15. PERFORMANCE BONDS AND USE OF OUTSIDE CONTRACTORS.

(a) If CENTER hires professional contractors, subcontractors or vendors providing labor, goods, or services for monetary or in-kind compensation and not on a voluntary or donation basis in connection with the services covered by this Agreement, CENTER shall remain fully responsible for the adequacy of goods and services provided by said persons. All paid professional contractors, subcontractors, or vendors retained by CENTER for Project goods and services shall be pre-approved by COUNTY before CENTER enters into any contract with such outside parties. CENTER shall provide COUNTY a copy of the proposed contract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CS

Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and CENTER shall then be free to enter into the contract without further delay. CENTER shall be fully responsible for the prompt payment thereof and prompt removal of any liens that may be filed by such persons. Failure to present marketable title free and clear of any such liens shall be deemed an event of default under this Agreement and shall be grounds for COUNTY to withhold remaining payments to CENTER or to initiate recapture of funds already paid. All professional contractors, subcontractors, or vendors shall be properly licensed and subject to the same insurance requirements as CENTER under this Agreement. No COUNTY approvals shall be required for contractors, subcontractors, or vendors providing donated labor, goods, and services.

(b) Professional contractors, subcontractors, or vendors providing goods and services to CENTER other than on a donated basis shall be required to post performance bonds at least equal to the dollar value of the contracted goods and services for the Project. CENTER shall furnish COUNTY with a copy of the performance bond(s) in the full amount of the contracted price. The bond shall be issued by a reliable surety company in a form acceptable to COUNTY and shall be made payable to CENTER and COUNTY. Said bond(s) shall ensure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CENTER shall, at its own expense if necessary and within fifteen (15) days after receipt of Notice from COUNTY to do

so, cause its professional contractors, subcontractors, or vendors furnish additional bond(s) in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 16. NON-ASSIGNABILITY. Neither party shall assign this Agreement without the prior written consent of the other in a document of equal dignity herewith.

SECTION 17. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 18. HOME PROGRAM PROCEEDS AND PROGRAM INCOME DERIVED UNDER THIS AGREEMENT.

(a) Any and all Program Income, as well as HOME Program funds on hand, derived as a direct result of the investment of any COUNTY funds awarded hereunder, shall first be expended by CENTER before requesting subsequent direct payment to vendors or reimbursement to CENTER from COUNTY.

(b) If any of said HOME Program proceeds or Program Income is received by CENTER after expiration of the term of this Agreement, such Program Income shall be used by CENTER to provide affordable housing services to other Very Low Income and Low Income residents of Seminole County similar to the uses set forth herein.

SECTION 19. NON-EXPENDABLE PROPERTY. Any non-expendable personal property acquired by CENTER through funds issued by COUNTY pursuant to this Agreement shall be subject to all federal, state, and local regulations, including but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

SECTION 20. REVERSION OF ASSETS. Pursuant to 24 C.F.R. 92.504, upon expiration of this Agreement, CENTER shall immediately transfer to COUNTY any remaining HOME funds and any accounts receivable attributable to the use of HOME funds distributed pursuant to this Agreement.

SECTION 21. SUSPENSION AND TERMINATION. COUNTY may terminate this Agreement in accordance with the provisions of 24 C.F.R. Section 85.43 for breach of this Agreement or for other legal cause. This Agreement may also be terminated for convenience in accordance with 24 C.F.R. Section 85.44.

SECTION 22. BREACH. Any failure to comply with the Scope of Services or other terms of this Agreement shall constitute a breach of this Agreement.

SECTION 23. REMEDIES. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to CENTER pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

(a) Immediately terminate this Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another HOME authorized program or replenishment of COUNTY's trust fund;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CENTER;

(d) Demand CENTER immediately repay any monies expended in accordance with this Agreement;

(e) Require specific performance of this Agreement, including any and all of the terms of the attached Exhibits;

(f) Demand payment and/or performance from the surety, if applicable; and/or

(g) Impose a lien upon the real property comprising the Project. To create such a lien, COUNTY shall send a letter to CENTER demanding refund of any monies expended to CENTER pursuant to this Agreement. Said letter shall be recorded in the Public Records of Seminole County and thereafter shall constitute a formal claim of lien upon CENTER's real and personal property.

(h) Initiation and prosecution of any available legal or equitable remedy in a court of competent jurisdiction.

SECTION 24. CERTIFICATION REGARDING LOBBYING. CENTER hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with this Agreement, CENTER shall complete and submit a "Disclosure of Lobbying Activities" standard form as approved by the Office of Management and Budget.

(c) CENTER hereby further agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Florida legislature, the judicial branch, or a state agency.

SECTION 25. NOTICE. Whenever either party desires to give notice unto the other, notice shall be sent to:

For COUNTY:

CS Administrator
Community Assistance Division
534 W. Lake Mary Blvd.
Sanford, FL 32773

For CENTER:

Executive Director
The Center for Affordable Housing
2524 S. Park Dr.
Sanford, FL 32773

Either of the parties may change, by written notice, the address or person for receipt of notice.

SECTION 26. ENTIRE AGREEMENT, EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements.

SECTION 27. AMENDMENT TO AGREEMENT. This Agreement may be amended by a written instrument executed with the same formality as this Agreement. The expansion of the Project may be done by amendment to this Agreement signed by both parties describing the number of units, completion dates, and other particulars sufficient to permit a restatement of Exhibits A and B, which shall also be deemed revised. Upon adoption, such amendment shall be attached to each party's copy of this Agreement.

SECTION 28. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of

the remaining covenants or provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

JOHN SWEENEY, Secretary

[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: _____
~~SUSAN CASWELL~~, President
STEPHEN COLD,

Date: 8/02/07

ATTEST:

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

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

Attachments:

Exhibit A:	Scope of Services and Schedule 1 - Project Development Timeline
Exhibit B:	Project Budget
Exhibit C:	Application for Payment Form (Composite Exhibit)
Exhibit D:	Monthly Report
Exhibit E:	End of Project Report
Exhibit F:	Restrictive Use Covenant
Exhibit G:	Other HOME Program Compliance Standards and Requirements (Composite Exhibit)

AWS:jjr
7/20/07
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EXHIBIT A

GENERAL SCOPE OF SERVICES

GENERALLY:

All capitalized words and terms herein shall have the same meanings ascribed to them in the attached Agreement.

CENTER shall develop at least fifteen (15) affordable, owner occupied, townhouse units on the Property located in the City of Sanford, Florida as more particularly described in paragraph 16 hereof, for Very Low Income and Low Income households. The CENTER shall use the funds issued by the COUNTY pursuant to this Agreement along with other funding to develop and market fifteen (15) housing units comprising the Project to income-qualified purchasers. No less than fifteen (15) townhouse units shall be constructed. At least three (3) of said units shall be sold only to Very Low Income households and the remaining twelve (12) units shall only be sold to Low Income households.

In no event shall any of the housing units be sold to persons other than Very Low Income and Low Income households during the twenty (20) year Affordability Period.

SPECIFIC OBLIGATIONS:

1. The 15 townhouse units compromising the Project shall consist of 3-bedroom, 2-bath units, each having approximately 1,500 square feet. The Project shall be constructed on the parcel of real property located in the City of Sanford, Florida, legally described in paragraph 15 of this Exhibit. The Project shall also comply with all

of the other terms and conditions of this Exhibit A (including Schedule 1 hereto) and Exhibits B, C, D, E, F, and G, attached to the Agreement.

2. CENTER shall prepare all documents required for bidding any and all aspects of the Project in accordance with legal requirements. The bid documents shall be submitted to the COUNTY for review and approval prior to commencement of the bidding process.

3. CENTER shall meet with the CS Administrator and his or her staff prior to and/or during the work description write ups and development of architectural design and plans to better assure accuracy and quality of the final work product.

4. CENTER shall advertise for bids and provide bidder(s) with a specific response period in accordance with legal requirements.

5. Following the close of the bidding period, the COUNTY and CENTER shall jointly review the bids received and bidder(s) qualifications. CENTER shall select, upon COUNTY approval, the bidders to be awarded the contract work. CENTER shall prepare, negotiate and execute a contract with the selected bidder. No award of Project bids may be made in the absence of COUNTY approval. The COUNTY shall have fifteen (15) days to review submitted bids and if no approval or disapproval is rendered within said time frame, the bids shall be deemed to have been approved and CENTER may proceed to award the bid(s).

6. CENTER shall prepare design plans and budgets for the Project which must be designed and constructed so as to conform to "Model Energy Code" or the Energy Star standards, whichever is

applicable under HOME regulations.

7. CENTER shall monitor and inspect all pre-development, development and design and construction activities to ensure compliance with this Agreement.

8. CENTER shall secure all necessary permits for site development and building construction, land use, zoning and other regulatory approvals, inspections and certificates required for all phases of the Project.

9. CENTER shall advertise the availability of the Project units in accordance with the requirements of 24 CFR 92.351 (Affirmative Marketing and Minority Outreach). CENTER shall be responsible for verifying prospective homebuyers' income eligibility for purhcase.

10. The CENTER Project Manager shall be the liaison to the COUNTY and responsible for responding to all requests by the COUNTY.

11. No CENTER board member, employee, or any related family member of either shall receive or obtain gain or profit in the form of a real estate commission, appraisal contract fee or payment or engage in any activity that would constitute a conflict of interest or other ethical breach for any other related product or service for properties purchased or sold by them in accordance with this Agreement.

12. CENTER shall complete the Project by no later than December 31, 2008.

13. CENTER shall limit the sales price for all completed townhouse units to 95% of the median purchase price as required by 24 CFR 92.254(a)(i) and published by HUD for the Orlando Metropolitan Statistical Area.

14. CENTER shall not invest any more HOME Program funds in the Project than is allowed by the HOME Maximum Subsidy Limits as published by HUD and as required by 24 CFR 92.250 at the time of execution of this Agreement.

15. The Project shall be developed on that certain parcel of real property located at 701 W. 22nd Street in the City of Sanford, Florida, the legal description and parcel identification number for which are as follows:

> LOTS 1 THROUGH 5 AND THE NORTH 35.79 FEET OF LOT 6 AND LOTS 13 THROUGH 17 AND THE NORTH 35.86 FEET OF LOT 18, AND THE ABANDONED ALLEY LYING BETWEEN SAID LOTS ALONG WITH THE VACATED WEST 1/2 OF MAPLE AVENUE LYING EAST OF AND ADJACENT TO SAID LOTS, BONAVENTURE, ACCORDING TO THE PLAT THEREOF RECORED IN PLAT BOOK 5, PAGE 85 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 36-19-30-523-0000-0010

16. For those completed housing units sold to persons or households utilizing only private mortgage financing, CENTER shall execute and record a Restrictive Use Covenant in the form attached as Exhibit "F" to this Agreement as a condition of the sale of the unit. Sales of units to persons or households utilizing SHIP downpayment assistance through COUNTY shall provide for compliance with the Affordability Period through the SHIP financing documents in lieu of a Restrictive Covenant.

17. CENTER shall timely complete all phases of the Project development, construction, and marketing of the townhouses in accordance with Schedule 1 to this Exhibit A, incorporated herein by reference.

18. CENTER shall also comply with all of the requirements set

forth in Composite Exhibit H to the Agreement as follows:

a. G-1 - Housing Quality, Site, and Neighborhood Standards HOME Program - New Construction;

b. G-2 - Affirmative Marketing Procedure and Requirements;

c. G-3 - Minority Outreach Policy;

d. G-4 - HOME Program Conflict of Interest Policy;

e. G-5 - Compliance Provisions Relative to Section 504 of the Rehabilitation Act of 1973.

Schedule 1
Holly Avenue Townhomes
Project Development Timeline

ACTIVITY	2007						2008											
DESCRIPTION	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
DOCUMENTATION																		
PURCHASE AGREEMENT CLOSING ON PROPERTY																		
PREPARE DRAFT LAND TRUST DOCUMENTS																		
COMPLETE LANDTRUST DOCUMENTS																		
START MARKETING PROGRAM																		
EXECUTE BUYER AGREEMENTS																		
APPROVAL MILESTONES																		
SITE PLAN TO CITY OF SANFORD																		
CITY DEVELOPMENT REVIEW OF SITE PLAN																		
PLANNING & ZONING APPROVAL																		
CITY COMMISSION APPROVAL																		
CLOSE CONSTRUCTION LOAN																		
CONSTRUCTION MILESTONES																		
BUILDING PLANS TO CITY FOR PERMIT																		
PROCURE CONTRACTOR BIDS																		
MOBILIZATION AND START OF CONSTRUCTION																		
CONSTRUCTION OF TOWNHOMES																		
MARKETING, SALES & CLOSING																		
ON COMPLETED HOUSING UNITS																		

EXHIBIT B

PROJECT BUDGET

ACTIVITY	FUNDS
Land acquisition, development and construction of fifteen (15) affordable housing units serving Very Low and Low Income households. *2005-2006 HOME funds 066606*	$237,000.00
Land acquisition, development and construction of fifteen (15) affordable housing units serving Very Low and Low Income households. *2006-2007 HOME funds 066607*	$768,000.00
Developer's Fees to be paid according to the schedule set forth in section 5 of the Agreement	$150,000.00
Total	**$1,155,000.00**

EXHIBIT D

MONTHLY REPORT

Status Report for Month of _____

Subrecipient THE CENTER FOR AFFORDABLE HOUSING, INC.
Mailing Address _____
Contact Person _____
Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

_____
_____
_____
_____
_____

III. BUDGET STATUS

ACTIVITY	ESTIMATED BUDGET	EXPENSES PAID THIS MONTH	TOTAL EXPENSES PAID TO DATE	OUTSTANDING OBLIGATIONS	BUDGET BALANCE
TOTAL					

Any other special accomplishments: _____
_____

Signed: _____

EXHIBIT E

END OF PROJECT REPORT

CENTER OF ORGANIZATION: **THE CENTER FOR AFFORDABLE HOUSING, INC.**

Fiscal year: _____

Type of service provided: _____

Total number of people served: _____

Total units meeting Model Energy Code or Energy Star standards: _____

Total units designated for persons with HIV/AIDS: _____

Total units designated for Homeless Households: _____

No. of Households or Persons Assisted	Very Low and Low Income	American Indian or Alaska Native	Asian	Black or African American	Native Hawaiian or Other Pacific Islander	White	Hispanic or Latino	Not Hispanic or Latino	Female Headed House-hold

Any other special accomplishments:

_____

Signed: _____

This document was prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

Please return it to:
Community Development Office
Seminole County Government
1101 East First Street
Sanford, Fl 32771

EXHIBIT "F"

RESTRICTIVE USE COVENANT

This Restrictive Use Covenant is made by the Center For Affordable Housing, Inc. as fee simple owner (the "Owner") of that certain parcel of real property the legal description and parcel identification number for which are as follows:

(INSERT LEGAL DESCRIPTION HERE)

Parcel Identification Number: (INSERT PARCEL ID # HERE)

Hereinafter, the "Property".

The use of the Property shall be restricted to providing owner occupied housing for Very Low Income and Low Income households as defined below and subject to the terms and conditions of that certain Seminole County/The Center For Affordable Housing, Inc. HOME Program Community Housing Development Organization Affordable Housing Development Agreement between Seminole County, Florida and Owner dated _____, 2007, relating to the County's grant to Owner of an allocation of Federal Department of Housing and Urban Development ("HUD") HOME funds towards development and construction of fifteen (15) townhouse units, including the above described Property. Said use restriction shall be in full force and effect until the 20th anniversary of the recording date of this instrument, whichever is later (the "Affordability Period").

"Affordability Period" means the length of time for which the Property herein described shall comply with the United States Department of Housing and Urban Development HOME Program regulations and be used solely for the owner-occupied affordable housing purpose herein described pursuant to 24 CFR Part 92, and COUNTY requirements, which shall be a term of twenty (20) years.

"Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

"Very Low Income" means gross household income not to exceed fifty

percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

This Restrictive Use Covenant is a covenant running with the land and shall be for the benefit of the current Owner, its successors in title, and is expressly for the benefit of Seminole County, Florida and may be enforced by such persons and the County in any lawful manner. This Restrictive Use Covenant may be released prior to the expiration of the Affordability Period only upon the consent of Seminole County as evidenced by an instrument to that effect executed by the Board of County Commissioners of Seminole County, Florida and recorded in the Official Records of Seminole County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this instrument be executed:

ATTEST:

JOHN SWEENEY, Secretary

[CORPORATE SEAL]

THE CENTER FOR AFFORDABLE HOUSING, INC.

By: Stephen R. Cold

~~SUSAN CRAWELL~~, President
STEPHEN COLD,

Date: 8/02/07

STATE OF FLORIDA]
]
COUNTY OF SEMINOLE]

I HEREBY CERTIFY that, on this 2nd day of August, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ~~SUSAN CRAWELL~~ STEPHEN COLD, as President and JOHN SWEENEY, as Secretary of the Center for Affordable Housing, Inc., a non-profit corporation organized under the laws of the State of Florida, ☑ who are personally known to me or ☐ who have produced _____, respectively, as identification. They have acknowledged before me that they executed the foregoing instrument as such officers in, and on behalf of, the corporation, and that they also affixed thereto the official seal of the corporation.

[Notary seal]

Bonnie Rae Davis

Print Name Bonnie Rae Davis
Notary Public in and for the County and State Aforementioned

BONNIE RAE DAVIS
MY COMMISSION # DD490541
EXPIRES: Feb. 24, 2010
(407) 398-0153 Florida Notary Service.com

COMPOSITE EXHIBIT G

G-1 Housing Quality, Site and Neighborhood Standards

G-2 Seminole County Home Program Affirmative Marketing Procedures and Requirements (Equal Housing Opportunity)

G-3 Minority Outreach Policy (24 C.F.R. 92.351(b) - HOME Program Seminole County Government

G-4 Conflict of Interest Policy - HOME Program

G-5 US-HUD CPD-05-9 - Accessibility Notice

HOUSING QUALITY, SITE AND NEIGHBORHOOD STANDARDS

Seminole County HOME Program
New Housing Construction

Housing Quality Standards

All newly constructed housing must meet these standards both at completion of construction, and throughout the assisted tenancy. Any variations from these standards may only be approved by the Community Services Department Director.

The Community Services Department Director will not approve any acceptability criteria variation if s/he believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

Sanitary facilities:
The dwelling unit must include sanitary facilities located within the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be private.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed washing basin in proper operating condition, with a sink trap and hot and cold running water.

The dwelling unit must have a shower or a bathtub in proper operating condition with hot and cold running water.

The sanitary sewer facilities must utilize an approved public or private disposal system (including a locally approvable on-site septic system).

Food preparation and refuse disposal:
The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

There must be adequate facilities and services for the sanitary disposal of food waste and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

Each dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the tenant.

In a shelter-type facility, each tenant household must have access to an oven and stove or range. A microwave oven may be substituted for an oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink and hot and cold running water. The sink must drain into an approvable public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food.

There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

Space and security:
The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Inoperable windows are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:
The dwelling unit must have and be capable of maintaining an acceptable thermal environment healthy for the human body. There must be a safe system for heating the dwelling unit and a safe cooling system. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment.

Illumination and electricity:
Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have a sufficient electrical source(s) so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

There must be at least one window in the living room and in each sleeping room.

The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

Each living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:
The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weatherproof.

The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, loose boards are unacceptable.

All elevators must be working and safe.

Interior air quality:
The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, radon, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have one operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one window. If the window is designed to be operable, the window must work.

Water supply:
The dwelling unit must be served by an approvable public or private water supply that is sanitary and free
from contamination.

Access performance requirement:
The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site:
The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:
The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:
Except as provided in the next paragraph of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

Site and neighborhood standards.

In addition to meeting the standards required above, the proposed sites for new housing construction must meet the following site and neighborhood standards:

(1) Be adequate in size, exposure and contour to accommodate the number and type of units proposed; adequate utilities and streets must be available to service the site. (The existence of a private disposal system and private sanitary water supply for the site, approved in accordance with law, may be considered adequate utilities.)

(2) With respect to availability and cost of land and housing, be suitable from the standpoint of facilitating and furthering full compliance with the applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, E.O. 11063, and HUD regulations issued pursuant thereto.

(3) With respect to availability and cost of land and housing, promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of lower income persons.

(4) Be accessible to social, recreational, educational, commercial, and health facilities and services, and other facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.

(5) Be so located that travel time and cost via public transportation or private automobile from the neighborhood to places of employment providing a range of jobs for lower income workers is not excessive. (While it is important that housing for the elderly not be totally isolated from employment opportunities, this requirement need not be adhered to rigidly for such projects.)

Neighborhood:
The neighborhood must not be one which is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate, unless there is actively in progress a concerted program to remedy the undesirable conditions.

Except for new construction housing designed for elderly persons, travel time and cost via public transportation or private automobile, from the neighborhood to places of employment providing a range of jobs for lower-income workers, must not be excessive.

EQUAL HOUSING
OPPORTUNITY

SEMINOLE COUNTY HOME PROGRAM
AFFIRMATIVE MARKETING PROCEDURES & REQUIREMENTS
(EQUAL HOUSING OPPORTUNITY)

It is the policy of the Seminole County (Community Services Department, Community Assistance Division, Community Development Office) not to discriminate against any person on the basis of ethnicity, color, national origin, sex, religion, familial status, or disability:

- In the sale or rental of housing or real property;
- In advertising the sale or rental of housing of any type;
- In the financing or refinancing of housing;
- In the provision of real estate or mortgage/lending services; or
- In the appraisal or insuring or title of housing.

PURPOSE (24 CFR 92.351 (a) (1)

These Affirmative Marketing Procedures and Requirements (the Procedures) are developed for use in HOME Investment Partnerships (HOME) Program-funded projects in accordance with the HOME Program regulations including, but not limited to, 24 CFR 92.351. The Procedures are a commitment by Seminole County, a HOME Participating Jurisdiction (PJ), and any HOME-funded agency (Partner), for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Each funded Partner shares responsibility with the County to inform the public about the Federal Fair Housing Laws, solicit eligible persons without regard to ethnicity, color, national origin, sex, religion, familial status or disability into the affordable housing market, and to annually evaluate the effectiveness of these marketing efforts.

The Procedures are documented and maintained in the Community Development Office files and shall be used in all County-issued HOME Requests for Proposals (RFPs) and HOME funding agreements. Each Partner is held to the terms of the Procedures by the requirements in all applicable subrecipient agreements or Community Housing Development Organization (CHDO) agreements.

In accordance with the regulations of the HOME Program and in furtherance of Seminole County's commitment to fair housing and equal housing opportunity, these Procedures establish ways and methods to affirmatively market rental or homeowner units constructed, rehabilitated, or otherwise assisted under the County's HOME Program. These procedures are designed to assure that individuals who normally might not apply for available housing units because they are socially and/or economically disadvantaged are provided an ample opportunity to apply.

PROCEDURES AND REQUIREMENTS

1. **METHODS THE COUNTY WILL USE TO INFORM THE PUBLIC, POTENTIAL TENANTS, AND POTENTIAL OWNERS ABOUT FEDERAL FAIR HOUSING LAWS AND AFFIRMATIVE MARKETING PROCEDURES AND REQUIREMENTS. [24 CFR 92.351 (a) (1)]**

A. The Seminole County Community Development Office shall implement the Procedures and evaluate their effectiveness as required by the HOME Program regulations. This responsibility shall include, but is not limited to the following:

1) Inform the community about the Procedures through periodic updates with its Partners through, (a) training workshops and roundtable meetings with its active and potential HOME Partners; (b) advertisements in local newspapers of general circulation and other media outlets targeted to special groups and areas, including Seminole Government Television (SGTV); (c) posting the Procedures at various sites known to be frequented by very low income and other hard-to-reach populations (such as Public Housing Authority offices, offices of nonprofit housing providers, bulletin boards at publicly subsidized rental housing complexes, etc.; and (d) posting the Procedures on the County website (www.seminolecountyfl.gov/).
2) Display the HUD Equal Housing Opportunity logo on all graphic presentations by the County and its Partners relating to the HOME Program including, but not limited to, press releases and advertisements.
3) Provide each Partner with copies of the brochure *"Fair Housing, Equal Opportunity for All,"* provided by HUD, or a similar document at the time they apply for HOME funding. Each Partner shall provide homeowners, tenants, rental property owners, and other applicants with copies.
4) Provide general information and telephone numbers for persons to contact the Community Development Office with questions regarding Affirmative Marketing, Fair Housing, tenant's rights, affordable housing, special needs housing and the correction of substandard conditions in tenant-occupied dwellings.

2. REQUIREMENTS AND PRACTICES ALL HOUSING PARTNERS MUST ADHERE TO IN ORDER TO CARRY OUT THE COUNTY'S AFFIRMATIVE MARKETING PROCEDURES AND REQUIREMENTS. [24 CFR 92.351 (a) (2) (ii)]

At a minimum, each Partner of a housing project assisted or partially assisted with HOME Program funds shall:

1) Incorporate the Equal Housing Opportunity logo or statement in its correspondence (including any lease or purchase agreement), which shall be used relating to the HOME Program.
2) Affirmatively state a position of equal opportunity in housing when advertising the units or vacancies. *At a minimum*, each Partner must:
    a) Use the Equal Housing Opportunity logo in print and visual electronic advertising media;
    b) Broadcast an Equal Housing Opportunity statement, if radio advertising is utilized; and
    c) Display the HUD Fair Housing poster in a high traffic area of its central sales/rental offices.
    d) Provide required information in Spanish.

3. **PROCEDURES TO BE USED BY PARTNERS OF PROJECTS THAT HAVE FIVE (5) OR MORE HOME-ASSISTED UNITS TO INFORM AND SOLICIT APPLICATIONS FROM PERSONS IN THE HOUSING MARKET AREA WHO ARE NOT LIKELY TO APPLY FOR HOUSING WITHOUT SPECIAL OUTREACH. [24 CFR 92.351 (a) (2) (iii)]**

A. Each Partner of a project that has five (5) or more HOME-assisted units shall, at a minimum:

1) Consider factors such as price or rent of housing, the ethnic characteristics of the neighborhood in which housing is to be located, the population within the housing market area, public transportation routes, etc., to determine which group or groups of the existing population are believed to be the least likely to apply without special outreach. The Partner may use Census data, neighborhood surveys, and information from local government agencies, real estate associations and community-based organizations as acceptable sources to gather this information.

2) Describe the marketing plan to be used in the initial sales/rental phase as well as the ongoing marketing phase, to attract all segments of the eligible population, especially those groups designated as least like to apply. This shall include the type of media to be used, identity of the circulation or audiences of the media identified in the plan, and other community contacts and organizations used to reach populations or identifiable groups of persons needing special outreach.

3) Post and/or distribute information about the project to any such special outreach populations that are being targeted for residence in the units.

4. **RECORDS THAT WILL BE KEPT TO DESCRIBE ACTIONS TAKEN BY THE COUNTY AND BENEFICIARIES TO AFFIRMATIVELY MARKET UNITS AND RECORDS TO ASSESS ACTIONS. [24 CFR 92.351 (a) (2) (iv)]**

A. Seminole County will keep the following records:

1) Copies of all meeting agendas and related materials of the County's Affordable Housing Partnership pertaining to these Procedures, and all agendas and training materials of any HOME/CHDO training workshop pertaining to these Procedures.

2) Copies of all press releases, advertisements and other written and electronic materials that pertain to this Policy.

B. The County shall also require all Partners assisted with HOME funds to maintain records of how housing vacancies are advertised. All Partners shall maintain a record of classified advertisements, flyers, electronic media spots, or other marketing materials used to affirmatively market HOME-assisted units for at least two years.

C. A Partner of a project that has five (5) or more HOME-assisted units shall also maintain a record of applicants for vacant units with a general profile of the applicant, and shall denote the following:
   1) How the applicant learned of the vacancy;
   2) The outcome (acceptance or rejection) of the applicant; and
   3) If rejected, why.

D. Each Partner shall submit to the County annual reports through September 30th, as established by any HOME or HOME/CHDO Agreement, identifying persons served.

5. **DESCRIPTION OF HOW SEMINOLE COUNTY WILL ASSESS THE EFFECTIVENESS OF THE AFFIRMATIVELY MARKETING PROCEDURES AND REQUIREMENTS, AND WHAT CORRECTIVE ACTIONS WILL BE TAKEN. [24 CFR 92.351 (a) (2) (v)]**

A. The Procedures will be assessed on an annual basis and will include a summary of the "good faith efforts" taken by the County and by HOME and HOME/CHDO Partners in the Consolidated Annual Performance and Evaluation Report (CAPER).

B. The Community Development Office will evaluate the information compiled in Section 4 (Recordkeeping), and will estimate the degree to which statutory and policy objectives were met. If the required steps were taken, the County will make an assumption that good faith efforts were made to carry out these procedures.

C. In conjunction with the annual on-site monitoring reviews conducted by the County, each Partner shall produce records of:
   1) Affirmative marketing efforts;
   2) Applicants; and
   3) Outcomes.

D. The County will take corrective action if it is determined that a Partner has failed to carry out affirmative marketing efforts as required. The County will provide written notice to the respective Partner of the problems that have been identified, and the corrective action steps that need to be taken. The County shall follow all procedures for taking corrective action as provided in the Seminole County Consolidated Plan for the HOME Program.

MINORITY OUTREACH POLICY
[24 CFR 92.351 (b)]
HOME PROGRAM
SEMINOLE COUNTY GOVERNMENT

It is the policy of Seminole County, in administering and implementing its HOME Investment Partnerships (HOME) Program and its projects, to involve minorities and women, including minority business enterprises and women business enterprises, to the fullest extent possible. This relates, where necessary, to minority and women vendors, contractors, subcontractors, labor, real estate firms, construction firms, appraisal firms, financial institutions, underwriters, accountants, and providers of specialized legal services, in all contracts entered into by the County, in the provision of affordable housing for lower income households.

Seminole County will take affirmative steps to assure that small business enterprises, minority business enterprises, and women business enterprises are used when possible in the procurement of property, goods, and services. Affirmative steps may include, but are not limited to, the following:

1. Placing known, available, and qualified small business, minority business, and women business enterprises on solicitation lists for HOME Program activities;
2. Assuring that small business, minority business, and women business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small business, minority business, and women business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small business, minority business, and women business enterprises;
5. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Small Business Development Centers of Seminole Community College and the University of Central Florida; and
6. Requiring prime contractors, if subcontracts are to be let, to take the affirmative steps listed in items 1 through 5 of this paragraph.

CONFLICT OF INTEREST POLICY

HOME Program

Seminole County, FL

Applicability:

In the procurement of property and services by Seminole County and its HOME Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such state statutes shall also be deemed controlling on all persons covered by this Policy. Covered Persons (as defined below) as well as Owners, Sponsors, Developers and Subrecipients shall be further bound by the provision of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

Covered Persons:

The conflict of interest provisions of this Policy apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients (as defined in the previous paragraph) that receive HOME Program funds.

Conflicts Prohibited:

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or benefit from a HOME-assisted activity or project, or have any interest in any agreement, contract, or subcontract involving Seminole County's HOME Program or HOME funding, or any proceeds thereunder, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one year thereafter.

Covered Persons shall avoid apparent as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Assistance Manager and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Assistance Manager is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes

relative to the HOME program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

Exceptions:
Upon the written request of any of the persons described above, Seminole County will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when Seminole County, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's HOME Program and the effective and efficient administration and/or implementation of any particular HOME-assisted activity or project.

Before any request for an exception is submitted to HUD, the County must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate State or local law. An exception will be requested from HUD only if the requestor has provided a full disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, Seminole County will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the HOME Program, the activity, or the project which would otherwise not be available;
- Whether the person or persons affected is a member of a group or class of low income persons intended to be the beneficiaries of the HOME-assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;
- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific HOME-assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;
- Whether the interest or benefit was present before the affected person or persons were in a position as described above;
- Whether undue hardship will result either to Seminole County or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and
- Any other relevant considerations.

Owners, Sponsors, & Developers:
No owner, sponsor, or developer of a HOME-assisted project or activity (or any officer, employee, agent, or consultant of same), whether private, for-profit, or nonprofit (including any CHDOs, when acting in such capacity) may occupy any HOME-assisted housing unit. This provision does not apply to a person who receives HOME funds to acquire or rehabilitate his or her principal residence. No employee or agent of the owner, sponsor, or developer of a rental

housing project may occupy a HOME-assisted housing unit as the project manager or maintenance worker unless s/he is income-qualified under the HOME Program income requirement.

Upon the written request of a HOME-assisted owner, sponsor, or developer, Seminole County may, based upon HUD's approval, grant an exception to the provisions herein on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration and/or implementation of the owner's, sponsor's, or developer's HOME-assisted project. In determining whether to grant a proposed exception, Seminole County will consider the following factors while making a request to HUD:

- Whether the person or persons receiving the benefit is a member of a group or class or low income persons intended to be the beneficiaries of the assisted housing, and the proposed exception will permit such person or persons to receive generally the same interests or benefits as are being made available or provided to the group or class in general;
- Whether the person or persons have withdrawn from his or her functions or responsibilities, or from the decision-making process with respect to the specific assisted housing in question;
- Whether the tenant protection requirements of 24 CFR 92.253 are being observed;
- Whether the County's Affirmative Marketing Procedures and Requirements are being observed and followed, if applicable; and
- Any other factor relevant to Seminole County's and HUD's determination, including the timing of the proposed exception.
- Owners, Sponsors and Developers shall be further bound by the provisions of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal $25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.

U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Secretary's Representatives
All State/Area Coordinators
All CPD Office Directors
All HOME Coordinators
All HOME Participating Jurisdictions
All CDBG Grantees
All FHEO Field Directors

Notice: CPD-05-09

Issued: November 3, 2005
Expires: November 3, 2006

SUBJECT: Accessibility Notice: Section 504 of the Rehabilitation Act of 1973 and The Fair Housing Act and their applicability to housing programs funded by the HOME Investment Partnerships Program and the Community Development Block Grant Program

I. PURPOSE

The purpose of this Notice is to remind recipients of Federal funds for the HOME Investment Partnerships Program (HOME) or the Community Development Block Grant (CDBG) Program of their obligation to comply with Section 504 of the Rehabilitation Act of 1973, the Fair Housing Act, and HUD's implementing Regulations (24 CFR Parts 8 and 100, respectively), which prohibit discrimination based on disability and establish requirements for program accessibility and physical accessibility in connection with housing programs. This Notice describes key compliance elements for housing assisted under the HOME and CDBG programs. However, recipients should review the specific provisions of the Fair Housing Act, Section 504, and their respective regulations in order to assure that their programs are administered in full compliance. Note that with respect to Section 504, this Notice does not address the applicability of Section 504's physical accessibility requirements to homeownership programs financed with HOME/CDBG assistance.

The Notice also recommends that recipients conduct updated self evaluations as a useful tool for enhancing efforts to comply with accessibility requirements in HOME/CDBG programs, as well as to document those efforts.

Applicability

This Notice applies to new construction and rehabilitation of housing under the HOME and CDBG programs. Each primary recipient of Federal funds from the HOME or CDBG program is responsible for providing this notice to each organization or other entity participating in the construction or rehabilitation of projects receiving such funding and for establishing policies and practices that it will use to monitor compliance of all covered programs, activities, or work

performed by subrecipients, contractors, subcontractors, management agents, etc.

Distribution: W-3-1

II. SECTION 504 OF THE REHABILITATION ACT OF 1973

Background

The HOME and CDBG programs, through State and local governments, provide assistance that may be used for the construction or rehabilitation of affordable housing. HOME and CDBG funds may be used to construct or rehabilitate rental housing, to rehabilitate owner-occupied housing, and to finance homeownership programs.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against persons with disabilities in the operation of programs receiving Federal financial assistance. HUD regulations implementing Section 504 contain accessibility requirements for new construction and rehabilitation of housing as well as requirements for ensuring that the programs themselves are operated in a manner that is accessible to and usable by persons with disabilities (see 24 CFR Part 8).

For the purposes of this Notice, the references to multifamily housing projects covered by Section 504 only apply to multifamily rental housing projects.

The Section 504 regulations define "recipient" as any State or its political subdivision, any instrumentality of a state or its political subdivision, any public or private agency, institution, organization, or other entity, or any person to which Federal financial assistance is extended for any program or activity directly or through another recipient, including any successor, assignee, or transferee of a recipient, but excluding the ultimate beneficiary of the assistance (24 CFR 8.3). A family that will receive CDBG or HOME funds for the rehabilitation of an owner-occupied unit is not subject to the requirements of Part 8, since it is the ultimate beneficiary of the funds.

New construction

HUD regulations implementing Section 504 at 24 CFR 8.22(a) require that new construction of multifamily projects be designed and constructed to be readily accessible to and usable by persons with disabilities. Multifamily housing projects are defined at 24 CFR 8.3 as "projects containing five or more dwelling units." Both the individual units and the common areas in the building must be accessible.

For new construction of multifamily rental projects, a minimum of 5 percent of the dwelling units in the project (but not less than one unit) must be accessible to individuals with mobility impairments. An additional 2 percent of the dwelling units (but at a minimum, not less than one unit) must be accessible to individuals with sensory impairments (i.e., hearing or vision impairments) unless HUD prescribes a higher number pursuant to 24 CFR 8.22(c).

Rehabilitation

Substantial alterations - Section 504 requires that if alterations are undertaken to a housing project that has 15 or more units, and the rehabilitation costs will be 75 percent or more of the replacement cost of the completed facility, then such developments are considered to have undergone "substantial alterations" (24 CFR 8.23 (a)). For substantial alterations of multifamily

rental housing, the accessibility requirements contained in 24 CFR 8.22 must be followed -- a minimum of 5 percent of the dwelling units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent, at a minimum (but not less than one unit), must be accessible to individuals with sensory impairments.

Other alterations -- When **other alterations** that do not meet the regulatory definition of substantial alterations are undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum of 5 percent of the dwelling units (but not less than one unit) are accessible to people with mobility impairments, unless HUD prescribes a higher number pursuant to 24 CFR 8.23(b)(2). If alterations of single elements or spaces of a dwelling unit, when considered together, amount to an alteration of a dwelling unit, then the entire dwelling unit shall be made accessible. For this category of rehabilitation the additional 2 percent of the dwelling units requirement for individuals with sensory impairments does not apply. Alterations to common spaces must, to the maximum extent feasible, make those areas accessible. A recipient is not required to make a dwelling unit, common area, facility or element accessible, if doing so would impose undue financial and administrative burdens on the operation of the multifamily housing project (24 CFR 8.23(b)). Therefore, with regards to covered alterations, recipients are only required to provide access up to the point of being an undue financial and administrative burden.

Accessibility Standards

Dwelling units designed and constructed in accordance with the Uniform Federal Accessibility Standards (UFAS) will be deemed to comply with the Section 504 regulation. For copies of UFAS, contact the HUD Distribution Center at 1-800-767-7468; hearing or speech-impaired persons may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339. Accessible units must be, to the maximum extent feasible, distributed throughout the projects and sites, and must be available in a sufficient range of sizes and amenities so as not to limit choice.

III. FAIR HOUSING ACT

Background

The Fair Housing Act applies to most housing sold or rented in the United States. The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities (see 24 CFR 100.200 et seq.).

Section of the Fair Housing Act at 804(f)(3)(C) requires that covered multifamily dwelling units designed and constructed for initial occupancy after March 13, 1991, be designed and constructed in a manner that:

(i) the public and common use portions of such dwellings are readily accessible to and usable by disabled persons;

(ii) the doors are designed to allow passage into and within the premises of such dwelling units and are sufficiently wide to allow passage by disabled persons in wheelchairs; and

(iii) all premises within such dwelling units contain the following features of adaptive design:

(I) an accessible route into and through the dwelling unit;
(II) light switches, electrical outlets, thermostats, and other environmental controls in
accessible locations;
(III) reinforcements in bathroom walls to allow later installation of grab bars; and
(IV) usable kitchens and usable bathrooms such that an individual in a wheelchair can maneuver about the space.

Covered multifamily dwelling units are:

- dwelling units in buildings consisting of 4 or more units served by one or more elevators, or
- ground floor dwelling units in other buildings with 4 or more units.

Information about housing designs that provide accessible features in compliance with the Fair Housing Act can be found in the HUD's Fair Housing Accessibility Guidelines, which were published in the Federal Register on March 6, 1991 (56 F.R. 9472) and in HUD's Fair Housing Act Design Manual. These can be obtained from the HUD Distribution Center at 1-800-767-7468. Hearing-impaired or speech-impaired individuals also may access this number via TTY by calling the Federal Information Relay Service at 1-800-877-8339.

The design and construction requirements in the Fair Housing Act apply only to a building designed and constructed for initial occupancy after March 13, 1991. The Fair Housing Act regulations define a building for initial occupancy as a building that has never been used for any purpose. Thus, the design and construction requirements in the Fair Housing Act will not apply to rehabilitation projects or activities.

Illustrations

It must be noted that, in many cases, new construction of rental projects funded in the HOME/CDBG Programs must meet both the Fair Housing Act and the Section 504 new construction requirements. Where two or more accessibility standards apply, the housing provider is required to follow and apply both standards, so that maximum accessibility is obtained.

The following examples illustrate how these requirements will (or will not) apply.

•A rental building with an elevator constructed with HOME/CDBG funding would be required to have 5% of its dwelling units meet the Section 504 accessibility requirements at 24 CFR 8.22 and the remaining 95% of the dwelling units would be required to comply with the Fair Housing Act design and construction requirements at 24 CFR 100.205. Note: An additional 2% of the dwelling units are required to be accessible for people with vision and hearing impairments.

- A newly constructed 100 unit two-story garden apartment development with no elevator that received HOME/CDBG assistance, with half (50) of its dwelling units on the ground floor and half (50) on the second floor, would be required to have 5 of its ground floor dwelling units built to comply with the Section 504 accessibility requirements at 24 CFR 8.22, and the remaining 45 ground floor dwelling units built to comply with the Fair Housing Act design and construction requirements at 24 CFR 100.205. Note: An additional 2% of the dwelling units are required to be accessible for people with vision and hearing impairments in accordance with Section 504.

- A development consisting entirely of multistory rental townhouses constructed with Federal financial assistance is not a covered multifamily dwelling for purposes of the design and construction requirements of the Fair Housing Act at 24 CFR 100.205, since none of the dwelling units qualify as ground floor units, but the project would still have to meet the Section 504 5% + 2% accessibility requirements at 24 CFR 8.22. (A townhouse development of 5 or more single story dwelling units would still have to comply with both Section 504 and the Fair Housing Act design and construction requirements at 24 CFR 100.200 et. seq.)

IV. Increasing Program Accessibility

HUD's Section 504 regulations require that a recipient of Federal financial assistance ensure that its program, when viewed in its entirety, is accessible to persons with disabilities (24 CFR 8.20). In order to meet this obligation, participants in the HOME/CDBG program must:

- To the maximum extent feasible, distribute accessible units throughout the projects and make them available in a sufficient range of sizes and amenities so as not to limit choice.

- Adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with disabilities. They must also take reasonable nondiscriminatory steps to maximize use of such units by eligible individuals.

- When an accessible unit becomes vacant, before offering the unit to an individual without a disability, offer the unit: first, to a current occupant of the project requiring the accessibility feature and, second, to an eligible qualified applicant on the waiting list requiring the accessibility features.

- When an applicant or tenant requires an accessible feature or policy modification

to accommodate a disability, a federally assisted provider must provide such feature or policy modification unless doing so would result in a fundamental alternation in the nature of its program or an undue financial and administrative burden. See 24 CFR 8.4, 8.24, and 8.33 for further requirements and guidance.

- Providers are required to ensure that information about their programs is disseminated in a manner that is accessible to persons with disabilities. For example, special communication systems can greatly increase the effectiveness of outreach and ongoing communication (e.g., Telecommunications Devices for the Deaf (TTY), materials on tape or in Braille).

- Providers must ensure that activities and meetings are conducted in accessible locations.

Participants in the HOME/CDBG program may:

- Ask applicants for information that demonstrates they can meet the obligations of tenancy, including financial information, references, prior tenancy history, etc. However, housing providers may not inquire into the nature and severity of an applicant or tenant's disability, nor may they ask persons with disabilities questions not asked of all applicants, apply different types of screening criteria, or assess an applicant's ability to live independently.

- Ask if the applicant qualifies for a housing program or unit designed for persons with a disability when the housing program or unit is designed for such persons.

- Consider including a lease provision that requires a nondisabled family occupying an accessible unit to move if a family with a disability needing that size unit applies and there is an appropriately sized nonaccessible unit available for the relocating family.

V. Visitability

Visitability Concept

Although not a requirement, it is recommended that all design, construction and alterations incorporate, whenever practical, the concept of visitability **in addition** to the requirements under Section 504 and the Fair Housing Act.

Visitability is a design concept, which for very little or no additional cost, enables persons with disabilities to visit relatives, friends, and neighbors in their homes within a community.

Design Considerations

Visitability design incorporates the following in all construction or alterations, in addition to the applicable requirements of Section 504 and the Fair Housing Act, whenever practical and possible for as many units as possible within a development:

- Provide a 32" clear opening in all bathroom and interior doorways.
- Provide at least one accessible means of egress/ingress for each unit.

Benefits

Visitability also expands the availability of housing options for individuals who may not require full accessibility. It will assist project owners in making reasonable accommodations and reduce, in some cases, the need for structural modifications or transfers when individuals become disabled in place. Visitability will also improve the marketability of units. Further information regarding the concept of visitability may be obtained through the HUD web page **(http://www.huduser.org/publications/pubasst/strategies.html).**

VI. Self-Evaluation

The Section 504 regulations required recipients of Federal financial assistance to conduct a self-evaluation of their policies and practices to determine if they were consistent with the law's requirements. This self-evaluation was to have been completed no later than July 11, 1989. The regulatory deadlines are long past. Nonetheless, recipients who have not completed a self-evaluation are encouraged to conduct a self-evaluation to be in compliance with requirement under these regulatory provisions.

Involving persons with disabilities in the self-evaluation process is very beneficial. This will assure the most meaningful result for both the recipient and for persons with disabilities who participate in the recipients programs and activities. It is important to involve persons and/or organizations representing persons with disabilities, and agencies or other experts who work regularly with accessibility standards.

Important steps in conducting a self-evaluation and implementing its results include the following:

- Evaluate current policies and practices and analyze them to determine if they adversely affect the full participation of individuals with disabilities in its programs, activities and services. Be mindful of the fact that a policy or practice may appear neutral on its face, but may have a discriminatory effect on individuals with disabilities.

- Modify any policies and practices that are not or may not be in compliance with Section 504 regulations.

- Take appropriate corrective steps to remedy those policies and practices which either are discriminatory or have a discriminatory effect. Develop policies and procedures by which persons with disabilities may request a modification of a physical barrier or a rule or practice that has the effect of limiting or excluding a person with a disability from the benefits of the program.

- Document the self-evaluation process and activities. The Department recommends

	CPD	FHEO
Boston, MA	617 994-8357	617 994-8300
Hartford, CT	806 240-4800 x3059	860 240-4800
New York, NY	212 542-7401	212 264-1290
Buffalo, NY	716 551-5755 x5800	716 551-5755
Newark, NJ	973 622-7900 x3300	973 622-7900
Philadelphia, PA	215 656-0624 x3201	215 656-0663
Pittsburgh, PA	412 644-2999	412 644-6970
Baltimore, MD	410 962-2520 x3071	410 962-2520
Richmond, VA	804 771-2100 x3766	804 771-2100
Washington, DC	202 275-9200 x3163	202 275-9200
Atlanta, GA	404 331-5001 x2449	404 331-5140
Birmingham, AL	205 731-2630 x1027	205 731-2630
South Florida	305 536-5678 x2257	305 536-5678 x2218
Jacksonville, FL	904 232-1777 x2077	904 232-1241
San Juan, PR	787 766-5201	787 766-5400
Louisville, KY	502 582-6163 x200	502 582-6163 x230
Jackson, MS	601 965-4700 x3140	601 965-4700 x2435
Knoxville, TN	865 545-4391 x125	865 545-4400
Greensboro, NC	336 547-4000	336 547-4050
Columbia, SC	803 765-5564	803 765-5938
Chicago, IL	312 353-1696 x2713	312 353-7776
Minneapolis, MN	612 370-3019 x2107	612 370-3185
Detroit, MI	313 226-7900 x8059	313 226-7900
Milwaukee, WI	414 297-3214 x8100	414 297-3214
Columbus, OH	614 469-5737 x8240	614 469-5737 x8170
Indianapolis, IN	317 226-6303 x6790	317 226-6303
Little Rock, AK	501 324-6375 x3300	501 324-6296
Oklahoma City, OK	405 609-8569	405 609-8435
Kansas City, KS	913 551-5485	913 551-6958
Omaha, NE	402 492-3147	402 492-3109
St. Louis, MO	314 539-6524	314 539-6583
New Orleans, LA	504 589-7214 x1047	504 589-7219
Fort Worth, TX	817 978-5934	817 978-5900
San Antonio, TX	210 475-6821	210 475-6885
Albuquerque, NM	505 346-7361	505 346-6463
Denver, CO	303 672-5414 x1326	303 672-5437
San Francisco, CA	415 489-6597	415 489-6524
Los Angeles, CA	213 894-8000 x3300	213 894-8000 x2600
Honolulu, HI	808 522-8180 x264	808 522-8175
Phoenix, AZ	602 379-7175	602 379-6699 x5261
Seattle, WA	206 220-5268	206 220-5170
Portland, OR	503 326-7018	503 326-2561
Manchester, NH	603 666-7510 x3017	617 994-8300
Anchorage, AK	907 677-9890	907 677-9837
Houston, TX	817 978-5934	713 718-3199

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Community Service Block Grant Modification

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Kelly Metcalf **EXT:** 3407

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Community Service Block Grant (CSBG) contract modification with an additional award amount of $8,691 to the originally approved $230,056 contract awarded from The Department of Community Affairs; and the approval of the additional $174 cash match required.

County-wide Kelly Metcalf

BACKGROUND:

On August 22, 2006, the Board of County Commissioners approved the acceptance of the Community Services Block Grant award in the amount of $230,056 and a local 2% cash match of $4,601. On March 8, 2007, the Seminole County Division of Community Assistance was notified by the Department of Community Affairs of the availability of an additional CSBG award in the amount of $8,691, which will be used to increase the number of County residents that can receive rental assistance. The additional cash match of $174 has been anticipated and is available in the Division's existing budget; therefore, additional funds are not being requested.

The $8,691 that became available will provide Seminole County's most indigent residents with rental assistance to sustain them in housing while they work towards completing educational and employment goals.

Budget Amendment Request (BAR) #07-72 is on the Budget Division's Consent Agenda to adjust the budget.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the Community Service Block Grant (CSBG) contract modification with an additional award amount of $8,691 to the originally approved $230,056 contract awarded from The Department of Community Affairs; and the approval of the additional $174 cash match required.

ATTACHMENTS:

1. Agreement
2. Contract Modification

Additionally Reviewed By:

- [x] Budget Review (Betty Segal, Fredrik Coulter, Lin Polk, Lisa Spriggs)
- [x] County Attorney Review (Susan Dietrich)

STATE OF FLORIDA

DEPARTMENT OF COMMUNITY AFFAIRS

"Dedicated to making Florida a better place to call home"

JEB BUSH
Governor

THADDEUS L. COHEN, AIA
Secretary

Memorandum

RECEIVED
OCT 11 2006
COMMUNITY ASSISTANCE

TO: Seminole County

FROM: Hilda Frazier, Planning Manager

DATE: October 4, 2006

REF: **Community Services Block Grant (CSBG) Contract**

Your contract for the Community Services Block Grant (CSBG) was approved. Enclosed is your copy of the approved contract.

Should you need additional assistance or information, please contact your Financial Specialist at (850) 488-7541.

HF/hcd

Enclosure

2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100
Phone: 850.488.8466/Suncom 278.8466 FAX: 850.921.0781/Suncom 291.0781
Internet address: http://www.dca.state.fl.us

CRITICAL STATE CONCERN FIELD OFFICE
2796 Overseas Highway, Suite 212
Marathon, FL 33050-2227
(305) 289-2402

COMMUNITY PLANNING
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-2356

EMERGENCY MANAGEMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 413-9969

HOUSING & COMMUNITY DEVELOPMENT
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
(850) 488-7956

ATTACHMENT K
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: Seminole County Government **CONTRACT NUMBER:**

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

[ ] NO ADVANCE REQUESTED	[X] ADVANCE REQUESTED
No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	Advance payment of $ **$60,182.65** is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2004	(B) FFY 2005	(C) FFY 2006	(D) Total
1	INITIAL CONTRACT ALLOCATION	$222,349.00	$223,589.00	$226,115.00	$672,053.00
2	FIRST THREE MONTHS CONTRACT EXPENDITURES[1]	$52,182.16	$33,373.51	$90,282.02	$175,837.69
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)	20.28%	23.47%	39.93%	26.16%

[1] **Start with the month in which any contract funds were expended. If you do not have this information, call your consultant and they will assist you.**

MAXIMUM ADVANCE ALLOWED CALULATION:

26.16%	X	$ $230,056.00	=	$60,182.65
Cell D3		CSBG Award (Do not include match)		MAXIMUM ADVANCE

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] Recipient has no previous CSBG contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2005-2006 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Item #

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Community Service Block Grant Contract

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: Philip C. Stalvey **CONTACT:** David Medley **EXT.** 3363

Agenda Date 8/22/06 **Regular** ☒ **Consent** ☐ **Work Session** ☐ **Briefing** ☐
Public Hearing – 1:30 ☐ **Public Hearing – 7:00** ☐

MOTION/RECOMMENDATION: Approval by the Board of County Commissioners of the attached CSBG Application of $230,056.00, authorization for the Chairman to execute the grant application and approval of required 2% CASH MATCH of $4,601.00.

BACKGROUND: On July 17 2006, the Division of Community Assistance was notified of the availability of $230,056.00 for services to Seminole County residents through the Community Services Block Grant. In 1987, Seminole County Government was allocated CSBG funds to assist county residences in waging the war on poverty. Funding from CSBG has gone towards providing rent, utility and childcare assistance for low-income Seminole County Residents while they are working on increasing their education and employability skills. The attached application proposes the following utilization of these funds for the 2006-2007 fiscal year:

A. Direct Services

SELF-Sufficiency:

Housing	=	$105,298.00 + ($4,601.00 Cash Match)
Transportation	=	$11,995.00
IDA Accounts	=	$10,000.00

TOTAL (Direct Services):$ 127,293.00

B. **Administration** (staff) (Existing staff positions):

2 positions at full salaries and benefits for 12 months = $93,763.00
Intern Program= $9,000.00

TOTAL ($230.056.00 CSBG funds + $4,601.00 cash match*)
(+ $41,410.00 In-Kind match = $ 276,067.00)

*Cash Match has been anticipated in budget preparation

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____

File No. CCSCA05

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

County Attorney Document Review/Preparation Request

TO: Susan Dietrich, Assistant County Attorney

FROM: David Medley, Division Manager

THROUGH: Phillip C. Stalvey
(Department Director)

DATE: August 1, 2006

SUBJECT: 2006-2007 Community Services Block Grant

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o Background Documents Attached (Must be Provided If Available) o None available

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Action Requested: Please review the attached CSBG contract. Once your review is complete, please forward the contract to our fiscal agent, Betty Segal. If you should have any questions, please do not hesitate to contact me at extension 3407.

Requested Document Due Date: **August 3, 2006**

Additional Information: Attached / NA
(Circle one)

CFDA# 93.569 Contract Number: 07SB-5Z-06-69-01-029

FEDERALLY-FUNDED SUB-GRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Seminole County Board of County Commissioners, (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 Department 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 Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment B of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2006 and shall end September 30, 2007, 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) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) 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 Department 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 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 Department, 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.

(c) 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 Budget, Attachment B of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement and all other applicable laws and regulations.

(d) 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 Department, 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 Department.

(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 Department. "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 Department 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 State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal

awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, 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 $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 audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above 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:

The Department of Community Affairs 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 the above office Annette.kittrell@dca.state.fl.us
and
Department of Community Affairs
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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.

(f) 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 letter issued by the auditor, to the Department 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 the above office at Annette.kittrell@dca.state.fl.us

and

Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) 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.

(h) 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.

(i) 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 Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed 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 Department no later than seven (7) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 21 days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment E.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work 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 C to this Agreement, and reported in the quarterly report.

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 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 all monitoring procedures/processes deemed appropriate by the Department. In the event that 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 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 Comptroller or Auditor General. In addition, the Department 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 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 Department 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, Recipient agrees that it is not an employee or agent of the Department, 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 Department, 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 Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department 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 Department 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 Department 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 time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department 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 Department 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 Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department 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 Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department 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 Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. 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 Department may terminate this Agreement 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 Department by virtue of any breach of Agreement by the Recipient. The Department 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 Department 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 and address of the Department contract manager for this Agreement is:

Ms. Paula Churchwell, Community Program Manager
Florida Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: paula.churchwell@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Seminole County
Department of Community Services
1101 E. First Street
Sanford, FL. 32771
Telephone: 407-665-4335
Fax: 407-665-7958
Email: _____

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and 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, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. 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 Department 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(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 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 -- Recipient Information

Attachment B -- Budget

Attachment C -- Scope of Work/Workplan

Attachment D -- Program Statutes and Regulations

Attachment E -- Reports

Attachment F -- Property Management and Procurement

Attachment G -- Statement of Assurances

Attachment H -- Special Conditions

Attachment I – Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Attachment J – Warranties and Representations

Attachment K -- Justification of Advance Payment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $230,056, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed $149,536 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(d) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment B and Scope of Work/Workplan, Attachment C of this 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 Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department 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 Department.

Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "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 Section215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a 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 Department 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 Department 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 Department 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 Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department 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 Department 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 or 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 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) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(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) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs 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.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) 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 Department 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 Department.

(n) 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) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(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 Department 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

Department. 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 Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) 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.

(24) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT SEMINOLE COUNTY, FLORIDA

Carlton Henley

BY:

Chairman to BCC

(Type Name and Title)

Date: 8/24/06

56-0000856

Federal Identification Number

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

BY:

Janice Browning, Director
Division of Housing
and Community Development

Date: 10/03/06

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program:
Federal Agency: United States Department of Health and Human Services
Title: Community Services Block Grant (CSBG) Program
CFDA Number* 93.569

*Catalog of Federal Domestic Assistance

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
List applicable compliance requirements as follows:

1. Purposes resources must be use for:
The Recipient will use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with the Program Statutes and Regulations, Attachment D, Budget, Attachment B and Scope of Work/Workplan, Attachment C of this Agreement and applicable OMB Circulars.

2. Eligibility requirements for recipients of the resources:
The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations as follows:

Part 16	Department of Grant Appeals Board
Part 30	Claims Collection
Part 75	Informal Grants Appeals Procedures
Part 76	Debarment and Suspension from Eligibility for Financial Assistance Subpart F. Drug-Free Workplace
Part 93	New restrictions on lobbying
Part 96	Block Grants
Part 97	Consolidation of grants to insular area

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program (list Federal Agency, Catalog of Federal Domestic Assistance title and number) **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:
State Project (list state awarding agency, Catalog of State Financial Assistance title and number) **N/A**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: **N/A**

Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

CSBG
ATTACHMENT A
RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2007 CONTRACT PERIOD: October 1, 2006 TO September 30, 2007

FOR DCA USE ONLY

DATE RECEIVED:_____ DCA CONSULTANT: _____

I. RECIPIENT CATEGORY: ( ) Non-Profit (X) Local Government ( ) Tribal Government

II. RECIPIENT FISCAL YEAR: From: **October 1, 2006** to **September 20, 2007**

III. COUNTIES TO BE SERVED WITH THESE FUNDS::
1. **Seminole County** 2._____ 3._____ 4. _____ 5. _____
6. _____ 7._____ 8. _____ 9. _____ 10. _____

IV. GENERAL ADMINISTRATIVE INFORMATION
a. Name of Recipient: **Seminole County**
b. Address: **1101 East First Street**
City: **Sanford** , Fl Zip Code **32771** County **Seminole**
Telephone: **(407) 665-4335** Fax: **(407) 665-7958**
E-Mail Address: _____

c. Mailing Address (if different from above):
Address: **Same as above**
City: __ _, Fl Zip Code _____County _____

d. Chief Elected Official (for local governments) or President/ Chairman of Board :
Name: **Carlton Henley** Title: **Chairman**
Mailing Address (Home or Business other than Recipient's)
Address: **Same as above** _____
City: _____ , Fl Zip Code _____

e Official to Receive State Warrant:
Name: **Maryanne Morse** Title: **Clerk of the Court**
Address: **P.O. Drawer Q**
City: **Sanford** , Fl Zip Code **32771**

f. Contact Person: **David Medley**
Address: **400 W. Airport Boulevard**
City: **Sanford** Fl Zip Code **32771**
Telephone: (**407**) **665-3363** Fax: **407-665-3249**
E-Mail Address: **dmedley@seminolecountyfl.gov**

g. Name and title of person(s) authorized to sign fiscal reports:
David Godwin Title **County Finance Director**

h. Federal Identification Number: **5-60000-856**

V. SUB-RECIPIENT INFORMATION
Some or all of these funds will be transferred to one or more Sub-Recipients: Yes ( ) No (X)
For each Sub- Recipient, attach a copy of Attachment B-2, Sub-Recipient Information.

CSBG
ATTACHMENT B-1
BUDGET SUMMARY

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			$230,056.00	Round all figures up to the nearest dollar.
2. Cash Match	2%	$4,601.00		Provide a minimum of: 2% - Cash Match 20% - Total Match
3. In-Kind Match	18%	$41,410.00		
4. TOTAL MATCH (Line 2 + Line 3)	20%		$46,011.00	Do not under match. 1.99% Cash Match is unacceptable.
5. TOTAL FUNDS (Line 1 + Line 4)			$276,067.00	

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*	$9,000.00	$0.00	$0.00	$9,000.00
7. SUB-RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*	$0.00	$0.00	$0.00	$0.00
8. TOTAL ADMINISTRATIVE EXPENSES *(Line 6 + Line 7)*	$9,000.00	$0.00	$0.00	$9,000.00
9. ADMINISTRATIVE EXPENSE PERCENT *(Line 8 divided by Line 1)*	4 %	***CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1.***		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	$127,293.00	$4,601.00	$0.00	$131,894.00
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	$93,763.00	$0.00	$41,410.00	$135,173.00
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	$221,056.00	$4,601.00	$41,410.00	$267,067.00
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	$0.00	$0.00	$0.00	$0.00
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, etc)*	$0.00	$0.00	$0.00	$0.00
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES *(Line 13 + Line 14)*	$0.00	$0.00	$0.00	$0.00
16. TOTAL PROGRAM EXPENSE *(Line 12 + Line 15)*	$221,056.00	$4,601.00	$41,410.00	$267,067.00
17. SECONDARY ADMINISTRATIVE EXPENSES	$0.00			
18. GRAND TOTAL EXPENSE *(Line 8 + Line 16 + Line 17)*	**$230,056.00**	**$4,601.00**	**$41,410.00**	**$276,067.00**

CSBG
ATTACHMENT B-2
SUB-RECIPIENT INFORMATION
(Complete this page for each sub-recipient)

RECIPIENT: **Seminole County**

SUB-RECIPIENT INFORMATION:

NAME OF ENTITY: **Non Applicable**

MAILING ADDRESS: _____ ,FL ZIPCODE _____

STREET ADDRESS (IF DIFFERENT): _____ ,FL ZIPCODE _____

CONTACT PERSON'S NAME AND TITLE: _____

TELEPHONE: ( ) _____ FAX: ( ) _____

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*				
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES *(Line 13 + Line 14)*				
TOTAL EXPENSES: ***(Line 7 + Line 15)***				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement.

CSBG
ATTACHMENT B-3
BUDGET DETAIL

BUDGET LINE ITEM NUMBER	GOAL, OUTCOME, INDICATOR (for Direct Client Assistance only)	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH**	IN-KIND MATCH**
		RECIPIENT EXPENSES			
6.		Salaries: Intern $9.25 per hour x20 hrs. per week=$9,000.00	$9,000.00		
3.		Rent & Utilities: Source: Seminole County In-kind match Space, telephone, and utilities 2,500 sq. ft. @$12.00= $30,000.00 SUBTOTAL RENT & UTILITIES:			$30,000.00
3.		Administrative Supervision Source=Seminole County In-kind Match Salaries for Division Manager/Program Manager 405 Hrs. (approximately 8 hrs per week) at 28.17 rounded **Total:**	**$9,000.00**		$11,410.00 **$41,410.00**
		In-kind is the donated time of both the Division & Program Manager			
11.		**RECIPIENT OTHER PROGRAM EXPENSES** Salaries: ***Case Manager,*** 100% CSBG $16.11 (rounded) per hour x 2080=$33,524 Fringe Benefits: FICA, Health Insurance, Worker's Comp and Retirement ($ Actual)	$49,991.00		
11.		Salaries: ***Senior Staff Assistant,*** 100% CSBG $14.67 (rounded) per hour x 2080=$32,847 Fringe Benefits: FICA, Health Insurance, Workers Comp and Retirement ($10,925 Actual)	$43,772.00		
		RECIPIENT OTHER PROGRAM EXPENSE TOTAL	**$93,763.00**		
		RECIPIENT DIRECT CLIENT ASSISTANCE			
	1.2(h)	***Rental Assistance*** 30 clients will receive rental/mortgage payments, in order to for clients acquire/maintain employment and/ or to complete post-secondary education certificate or diploma.	$105,298.00	$4,601.00	
	1.2 (f)	***Transportation*** 10 clients will be assisted with car repairs in order to maintain reliable transportation to employment or for education.	$11,995.00		
	1. 3(B)(2).	***Budgeting*** 5 clients will be assisted to increase their ability to manage income with 1:1 match through an Individualized Development Account	$10,000.00		
		Recipient Direct Client Assistance (Total) ***Cash Match will come from Seminole County's General Revue funds.**	**$127,293.00**	**$4,601.00**	

****EXPLAIN SOURCES OF CASH AND IN-KIND MATCH**

CSBG
ATTACHMENT B-4
SECONDARY ADMINISTRATIVE EXPENSES

Secondary Administrative Expense requested: Yes _____ No X

Name of Recipient:

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section D(13) for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	TOTAL OF ALL PROGRAMS
1. Total cash budget for secondary program:	$	$	$	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources:[1]	$	$	$	
4. CSBG secondary administrative expense requested:[2]	$	$	$	$
5. Total administrative expense (Line 3 + Line 4):	$	$	$	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. CAP Plan Goals Supported by secondary program.	Goal # _____ Goal # _____	Goal # _____ Goal # _____	Goal # _____ Goal # _____	
8. Work Plan actions that address secondary programs activities:	Action # _____ Action # _____	Action # _____ Action # _____	Action # _____ Action # _____	

[1] The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

[2] You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization ***All agencies must report on at least one NPI in Goal I.***	**WORKPLAN** **Total Number of Participants Expected to Achieve Outcome**	**Number of Participants at or Below 125% of Poverty**				**Number of People Above 125% of Poverty**		**Number of People for Whom no Income Information was Obtained**	
		Received Services (Participants Enrolled in Program)	**Achieved Outcome**	**Still Progressing Toward Outcome**	**Exited Program Prior to Achieved Outcome**	**Received Services** (Participants Enrolled in Program)	**Achieved Outcome**	**Received Services** (Participants Enrolled in Program)	**Achieved Outcome**
NPI 1.1: EMPLOYMENT - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:									
A) Unemployed and obtained a job. *(Unduplicated count.)*	**0**								
(1) Obtained **part-time** employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									
(2) Obtained **part-time** employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.).									
(3) Obtained **full-time** employment – number of hours as defined by employer; at least minimum wage, without benefits.									
(4) Obtained **full-time** employment – number of hours defined by employer, at least minimum wage with benefits.									
(5) Became **self-employed** – and earned the equivalent of at least part-time employment.									
B) Employed and obtained an increase in employment income. *(Unduplicated count.)*	**10**								
(1) Obtained **part-time** employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	**WORKPLAN** Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
		Received Services (Participants Enrolled Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
(2) Obtained **part-time** employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.).									
(3) Obtained **full-time** employment – number of hours as defined by employer; at least minimum wage.									
(4) Obtained **full-time** employment – number of hours defined by employer, above minimum wage and with benefits.									
(5) Became **self-employed** – and earned the equivalent of at least part-time employment.									
(6) Received an increase in income as a result of better wages, hours, or benefits.									
C) Achieved "living wage" employment and benefits. (See footnote.) [1]	0								
D) Maintained Employment for at Least 90 days.	5								
[1] "Living Wage" must be an locally accepted rate as identified by government or coalition.									
NPI 1.2: EMPLOYMENT SUPPORTS – The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:									
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.	0								
(1) Obtained work experience as a non-paid volunteer **and** developed measurable identified skill(s).									
(2) Demonstrated a measurable increase in identified skills/competencies **required** for employment									
(3) Completed training program **and** received certificate or diploma **required** for employment.									

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
		Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
NPI 1.2: EMPLOYMENT SUPPORTS - continued									
B) Completed ABE/GED and received certification or diploma.	0								
C) Completed post-secondary education program and obtained certificate or diploma.	0								
D) Enrolled children in "before" or "after" school programs, in order for parent to acquire or maintain employment.	0								
E) Obtain care for child or other dependant in order for parent or caregiver to acquire or maintain employment.	115								
F) Obtain access to reliable transportation and/or driver's license in order to acquire or maintain employment.	10								
G) Obtained health care services for themselves or a family member in support of employment stability.	0								
H) Obtained safe and affordable housing in support of employment stability.	30								
I) Obtained food assistance in support of employment stability.	0								
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)	0								

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9
Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained		Aggregated Dollar Amounts (Payments, Credits or Savings)
		Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	
NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.								
A) Enhancement								
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.	0							
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.	0							
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.	0							
B) Utilization								
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.	0							
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.	5							
(3) Of participants in a community action asset development program (IDA or others):								
a) Number capitalizing a small business due to accumulated savings.	0							
b) Number pursuing post-secondary education due to savings.	0							
c) Number purchasing a home due to accumulated savings.	0							

COMMENTS OR EXPLANATION:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN AND QUARTERLY REPORT
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Projects or Initiatives**		**Number of Opportunities and/or Community Resources Preserved or Increased**	
	WORKPLAN Plan to Initiate	**Initiated**	**WORKPLAN Plan to Achieve**	**Achieved**
NPI 2.1: Community Improvement and Revitalization – Increase in, or preservation of opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:				
A) Accessible "living wage[1]" jobs created or retained in the community. (See footnote.)	0		0	
B) Safe and affordable housing units created in the community.	0		0	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or	0		0	
D) Accessible and affordable health care services/facilities for low-income people created or maintained.	0		0	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or maintained.	0		0	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or maintained.	0		0	
G) Assessable new, preserved, or expanded transportation resources available to low-income people, including public or private transportation.	0		0	
H) Accessible preserved or increased educational and training placement opportunities for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.	3		15	

[1] "Living Wage" must be an accepted rate as identified and officially adopted by the local government or coalition.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN AND QUARTERLY REPORT
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Projects or Initiatives**		**Number of Opportunities and/or Community Resources Preserved or Increased**	
	Plan to Initiate	**Initiated**	**Plan to Achieve**	**Achieved**
NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:				
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.	0		0	
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)	0		0	
C) Increase in the availability or preservation of community services to improve public health and safety.	0		0	
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.	0		0	
E) Increase or preservation of neighborhood quality-of-life resources.	0		0	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.1.***	**WORKPLAN** **Number of Volunteer Hours Expected to Achieve**	**Number of Volunteer Hours Achieved**
NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.		
A) Low-income people serve on the CAA Board of Directors.	35	
B) Low-income people serve on Head Start Policy Councils.		
C) Low-income people serve on Family Center/ Parent Councils.		
D) Low-income people serve on other CAA Advisory Boards, councils or committees.		
E) Low-income people assist with program activities and logistics.		
F) Low-income people participate in advocacy to meet agency and community goals.		
TOTAL NUMBER OF VOLUNTEER HOURS DONATED TO COMMUNITY ACTION	35	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.2.***	**WORKPLAN** **Number of Low-Income People Expected to Participate**	**Number of Low-Income People who Participated**
NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:		
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.	0	
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.	0	
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.	0	
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.	0	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 4 (Agency) – *Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved **NATIONAL PERFORMANCE INDICATORS:** 4.1 Expanding Opportunities Through Community-Wide Partnerships ***All agencies must report on NPI 4.*** *(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)*	**Workplan** **Partnerships or Collaborations to be Maintained or Secured in 2005-2006**	**Partnerships or Collaborations Maintained or Secured 2005-2006**
NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.		
1) Non-Profit	17	
2) Faith Based	3	
3) Local Government	0	
4) State Government Entity	0	
5) Federal Government Entity	0	
6) For-Profit Business or Corporation	0	
7) Coalition or collaborative (3 or more groups)	0	
8) Others: Please identify.	0	
a)	0	
b)	0	
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an *UNDUPLICATED* count of the above organizations.	20	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 4 (Agency) – *Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved **NATIONAL PERFORMANCE INDICATORS:** 4.1 Expanding Opportunities Through Community-Wide Partnerships ***All agencies must report on NPI 4.*** *(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)*	**Workplan** **Partnerships or Collaborations to be Maintained or Secured in 2005-2006**	**Partnerships or Collaborations Maintained or Secured 2005-2006**
NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.		
1) Non-Profit	17	
2) Faith Based	3	
3) Local Government	3	
4) State Government Entity	2	
5) Federal Government Entity	0	
6) For-Profit Business or Corporation	0	
7) Coalition or collaborative (3 or more groups)	0	
8) Others: Please identify.	0	
a)	0	
b)	0	
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an *UNDUPLICATED* count of the above organizations.	25	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
A) Community Services Block Grant (CSBG)	$229,094.00	$230,056.00	+962	
B) Federal Government Resources – Other than CSBG	0	0	0	
a) Weatherization Assistance Program funded by DOE through DCA	0	0	0	
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS	0	0	0	
c) Weatherization Assistance Program funded by LIHEAP through DCA	0	0	0	
d) Head Start	0	0	0	
e) Early Head Start	0	0	0	
f) Older American Act	0	0	0	
g) SSBG funded by HHS	0	0	0	
h) Medicare/Medicaid funded by HHS	0	0	0	
i) Community Food and Nutrition by HHS through DCA				
j) Temporary Assistance to Needy Families from HHS through State TANF	164,206.00	0	-$164,206.00	
k) Childcare Development Block Grant from CCDBG	0	0	0	
l) List all other HHS Resources in order of size	0	0	0	
1) Home	0	0	0	
2) State Initiatives Housing Program	0	$3,812,446.00	+$3,812,446.00	
3)	0	0	0	
m) Women, Infant and Children (WIC) nutrition program from USDA	0	0	0	
n) USDA non-food programs (e.g. rural development)	0	0	0	
o) All other USDA Food Programs	0	0	0	
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government	0	$2,463,600.00	+$2,463,600.00	
q) Housing Programs funded by HUD				
1) Section 8	0	0	0	
2) Section 202	0	0	0	
r) All other HUD programs including homeless	0	$1,261,038.00	+$1,261,038.00	
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state agencies, or Workforce Investment Boards.	0	0	0	
t) Other DOL programs	0	0	0	
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads	0	0	0	
p) FEMA	0	0	0	
q) Transportation funded by U. S. DOT	0	0	0	
r) Other Federal Sources: List by name of funding source. Do not use abbreviations.	0	0	0	
1)	0	0	0	
2)	0	0	0	
3)	0	0	0	
TOTAL: NON-CSBG FEDERAL RESOURCES	**$393,300.00**	**$7,767,140.00**	**+$7,373,840.00**	

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
C) State Resources (Non-federal, state-appropriated funds)	0	0	0	
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs	0	0	0	
c) State Nutrition Programs	0	0	0	
d) State Day Care and Early Childhood Programs	0	0	0	
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)	0	0	0	
f) State Health Programs	0	0	0	
g) State Youth Development Programs	0	0	0	
h) State Employment and Training Programs	0	0	0	
i) State Head Start Programs	0	0	0	
j) State Senior Services	0	0	0	
k) State Transportation Programs	0	0	0	
l) State Education Programs	0	0	0	
m) State Community and Economic Development Programs	0	0	0	
n) State Rural Development Programs	0	0	0	
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.	0	0	0	
1)	0	0	0	
2)	0	0	0	
TOTAL: STATE RESOURCES	0	0	0	
D) Local Government Resources				
a) Unrestricted funds appropriated by local governments	$2,946,708.00	$2,797,012.00	-$14,969.60	
b) Value of contracted services with local governments	$154,522.00	$1,418,177.00	+1,263,655.00	
c) Value of in-kind goods/services received from local governments	$40.701.00	$41,410.00	+706	
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.	0	0	0	
1)	0	0	0	
2)	0	0	0	
TOTAL: LOCAL GOVERNMENT RESOURCES	**$3,101,230.00**	**$4,256,599.00**	**$1,249,391.40**	
E) Private Sector Resources				
a) Funds from Foundations, Corporations, United Way, other non-profits	0	0	0	
b) Other donated funds	0	0	0	
c) Value of donated items, food, clothing, furniture, etc.	0	0	0	
d) Value of in-kind services received from businesses	0	0	0	
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, transportation, mental health services, or legal/tax assistance.)	0	0	0	
f) Payments by private entities for goods or services for low-income clients or communities	0	0	0	
g) Other Private Sector Resources	0	0	0	
TOTAL: PRIVATE SECTOR RESOURCES	0	0	0	

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)	$3,494,530.00	$5,023,739.00	$1,300,353.00	
CSBG FUNDS FROM LINE 1	$229,094.00	$230,056.00	+962	
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	$3,723,624.00	$5,253,795.00	$1,301,315.00	

Abbreviations:
DCA – Florida Department of Community Affairs
DEA – Florida Department of Elder Affairs
DOE -- U. S. Department of Energy
DOL – U.S. Department of Labor
DOT – U. S. Department of Transportation
FEMA – Federal Emergency Management Administration
HHS -- U.S. Department of Health and Human Services
HUD – U. S. Department of Housing and Urban Development
JTPA – Job Training and Partnership Act
LIHEAP – Low-Income Home Energy Assistance Program
SSBG – Social Services Block Grant
USDA – U. S. Department of Agriculture

Explanation: The increase in our Division's budget has resulted from a merger with some of the grants originally housed under the Community Development Division.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 2 – Agency Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog	**2**	**3**	**4**	**5**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Improves Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Will Receive Training During the Year**	**Total Number of Classroom Hours of Training Planned (Number of staff X hours in class)**	**Number of Staff Who Received Training During this Contract to Date**	**Total Number of Classroom Hours of Training Completed This Period (Number of staff X hours in class)**
A. Staff who work with customers in self-sufficiency program receive training specific to case management.	1			
B. Staff who work with customers in self-sufficiency program receive training specific to family development.	0			
C. Staff who work with grants or contract management receive training to expand, update or upgrade their skills.	2	4		
D. Fiscal staff attending training on OMB Circular or audit compliance.	0			
E. Board members receive training related to their roles and responsibilities.	9			
F. Fiscal staff receive accounting or data collection or management training.	0			
G. Program staff receive data collection or management training.	0			
H. Other training not reported above or in Goal 5, Tables 4 or 5. Describe below.	0			
1)	0			
2)	0			
3)	0			
4)	0			
5)	0			

Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency has the Capacity to Measure Client Progress Towards Self-Sufficiency. *(All agencies must complete all Tables under Goal 5.* Complete column 2 and 3 for Workplan.)	**Agency's Status as of 10/01/06**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.			
CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the ONE statement below that BEST describes how your CAA's intake process is organized:			
1) A common in-take process and common ID# is used for **all** clients of the CAA.	X	X	
2) A common in-take process and common ID# is used for **some** clients of the CAA.			
3) A separate in-take process and/or separate ID# is used for **each** program administered by the CAA.			
B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the ONE statement below that BEST describes how your CAA manages client information and tracks client progress:			
1) Agency utilizes a *database* for **all** clients of the agency for use in intake and assessment and provision of services.	X	X	
2) Agency utilizes a *database* for **some** clients of the agency for use in intake and assessment and provision of services.			
3) Agency utilizes a *database* for **all** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.			
4) Agency utilizes a *database* for **some** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.			
C) What computer program(s) is used to manage client information and track client progress?			
1) Access	X	X	
2)			

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes

FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices. *(All agencies must complete all Tables under Goal 5.* Complete columns 2 and 3 for Workplan.)	**Agency's Status as of 10/01/06**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.	Yes	Yes	
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	No	No	
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Yes	Yes	
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.	Yes	Yes	
B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Yes or No for each.)			
1) At least half of the Agency board has received ROMA training.	Yes	Yes	
2) Agency management staff has received ROMA training.	Yes	Yes	
3) Agency supervisory staff has received ROMA training.	Yes	Yes	
4) Agency line staff has received ROMA training.	Yes	Yes	
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	No	No	
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	No	No	
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1) Agency as adopted and implemented logic models for key programs and activities.	Yes	Yes	
2) Agency programs and activities are evaluated using ROMA principals.	yes	Yes	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 4 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Have Credentials as of 09/01/06**	**Number of Staff Who Will Receive Credentials During the Year**	**Number of Staff Who Received Credentials During this Contract to Date**
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
Staff who work with families obtain the Family Development Specialist credential.	0	0	
Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.	0	0	
Staff obtain G.E.D.	0	0	
Staff who received CCAP credentials.	0	0	
Staff who received Associates Degree.	0	0	
Staff who received Bachelors Degree.	0	0	
Staff who received Masters Degree.	0	0	
Staff who received Doctorate Degree.	0	0	
Staff who are certified ROMA Trainers.	0	0	
Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)	0	0	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development *All agencies must report on at least one NPI in Goal 6.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		Received Services	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services	Achieved Outcome	Received Services	Achieved Outcome
NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.									
A. Senior Citizens (55 or older)	0								
B. Individuals with Disabilities	0								

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Households at or Below 125% of Poverty		Number of Households Above 125% of Poverty		Number of Households for Whom No Income Information was Obtained	
		Sought Assistance	Received Assistance	Sought Assistance	Receiving Assistance	Sought Assistance	Receiving Assistance
NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:							
A. Food (Households)	0						
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc. (Proxy)							
2) Senior congregate meal programs. (Proxy)							
3) Meals on Wheels. (Proxy)							
4) Summer Nutrition Program (Proxy)							

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN	Number of Households at or Below 125% of Poverty		Number of Households Above 125% of Poverty		Number of Households for Whom No Income Information was Obtained	
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	Total Number of Households Expected to Achieve Outcome	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance
NPI 6.2 continued.							
B. Emergency Vendor Payments	90						
1) Home Energy Assistance funded by Low-Income Home Energy Assistance							
2) Home Energy Assistance funded by public or private funds other than LIHEAP							
2) Water Bill Assistance							
3) Rent or Mortgage Assistance							
C. Temporary Shelter (motel, shelter placement, etc.)	0						
D. Emergency Medical Care	0						
E. Protection from Violence	0						
F. Legal Assistance	0						
G. Transportation	10						
H. Disaster Relief	0						
I. Clothing	0						
I. Provide translation assistance in order for person to receive emergency services.	0						

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of People Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:							
A. Infant and Child							
1) Infants and children obtain age appropriate immunizations, medical and dental care.	0						
2) Infants and children health and physical development are improved as a result of adequate nutrition.	0						
3) Children participate in pre-school activities to develop school readiness skills.	0						
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade.	0						

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of People Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3 continued.							
B. Youth							
1) Youth improve physical health and development.	0						
2) Youth improve social/emotional development.	0						
3) Youth avoid risk-taking behavior for a defined period of time.	0						
4) Youth have reduced involvement with criminal justice system.	0						
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.	0						
C. Adult							
1) Parents and other adults learn and exhibit improved parenting skills.	0						
2) Parents and other adults learn and exhibit improved family functioning skills.	0						

CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 9B-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance.

   Subpart F. Drug-Free Workplace
5. Part 93 - New Restrictions on Lobbying
6. Part 96 - Block Grants

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96, OMB Circular A-87, and the laws and procedures applicable to the Community Services Block Grant Program. The Community Services Block Grant program is authorized and funded through the United States Department of Health and Human Services.

C. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

The Recipient assures, as stated in Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or project which will be financed with Federal money,

(2) the dollar amount of Federal funds for the project or program, and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. PROGRAM INCOME

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may apply program income, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to the Department on the monthly financial status reports and at the time of submission of the final close-out report.

E. INTEREST FROM CASH ADVANCES

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A-110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless the following applies:

(1) NON-PROFITS

(a) The Recipient receives less than $120,000 total from all federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on Federal cash balances from all Federal awards received each year.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

(2) LOCAL GOVERNMENTS

Except for interest earned on advance of funds exempt under the Intergovernmental Cooperation Action (31 U.S.C. 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to $100 per year for administrative expenses for all interest accrued from all federal awards received. The interest maintained for administrative expenses must be proportionate to the program's contribution to the interest earned.

F. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(2) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. 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.

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

G. MATCH REQUIREMENTS

(1) The Recipient shall match the CSBG funds identified in Section (17)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds received. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.

(2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments B-1, Budget Summary and B-3, Budget Detail.

(3) Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget Summary, Attachment B of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.

H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS

(1) The Recipient shall certify each client receiving CSBG funded services as income eligible at 125 percent or less of the current Office of Management and Budget Poverty Guidelines as required by CSBG law. In order to certify each client, the Recipient shall be required to maintain current (less than one year old) source documentation of income eligibility. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration. This certification must specify the reasons that

no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) The Recipient will maintain a separate record for each CSBG client which includes at least the following data: client's name, address, sex, race, age, income amount and method of verification, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.

(3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

(4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

I. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

J. BONDING

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee or agent up to an amount which is equal to at least one-half of the total CSBG contract amount.

ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

CSBG
ATTACHMENT E
REPORTS

A. Annual reports - Within 45 days after the end of the contract/program the Recipient shall submit a CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report. Recipients will complete and submit the National Association of State Community Services Programs (NASCSP) information survey. The Recipient will be notified in writing of the due date.

B. Monthly reports - The CSBG Monthly Financial Status Reports must be provided to the Department no later than 21 days after the end of each month regardless of whether or not funds were expended. .

C. Quarterly Reports - The CSBG quarterly program reports must be provided to the Department no later than 21 days after the end of the last month of the quarterly reporting period.

D. Board Minutes - Official approved minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 30 days from the date of each meeting.

E. Monitoring Report Responses - A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

F. Board Roster - When board members change, the Recipient will provide a revised board roster to the Department which provides the following information:
Name of Board Member
Mailing Address separate from agency address (No post office box numbers)
Telephone Number
Fax Number
E-Mail Address
Cell Phone number if available
Sector Represented
Beginning and Ending dates of term
Total number of years on the board

G. Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified in this section.

H. The reports shall be submitted to:
Ms. Hilda Frazier, Manager
Florida Department of Community Affairs
Division of Housing & Community Development
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

CSBG
ATTACHMENT F
PROPERTY MANAGEMENT AND PROCUREMENT

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the grantee, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract, subrecipient agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The grantee shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.061, Florida Statutes.

C. Nepotism

The grantee agrees to abide by the provisions of s.112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. CSBG Assurances

The grantee hereby assures and certifies as a condition of receipt of Community Services Block Grant funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, the grantee assures and certifies that:

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.

(2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.

(3) In the case of a Community Action Agency, non-profit private organization or unit of local government (eligible entity), the recipient assures and provides documentation that its Community Services Block Grant board is constituted so that:

(a) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than 1/3 of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such 1/3 requirement. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Upon the request of the Department, Recipients providing services in multi-county areas are required to submit to the Department a plan to assure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official or his designee for the first two years.

(b) Not fewer than one-third of the members of the board are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low income individuals and families in the neighborhood served. Each representative of the low-income sector selected to represent a specific neighborhood within the community must reside in the neighborhood served. The Recipient will define what constitutes a neighborhood.

(c) The remainder of the members of the board are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served. Interest groups are organizations with non-profit status, incorporated and registered with the Office of the Florida Secretary of State. Agency bylaws shall specify categories or interest groups represented by each member. In no case shall bylaws be acceptable that do not specify membership categories as indicated.

(d) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.

(e) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.

(4) In the case of eligible entities (as defined in Rule Chapter 9B-22, Florida Administrative Code) and migrant and seasonal farm worker organizations, the Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by sending meeting information to local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. These meetings must be open to the public and held by the Recipient's board, whose composition must comply with requirements as set forth in Public Law 97-35 and in Administrative Rule Chapter 9B-22, Florida Administrative Code. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

(5) The Recipient will provide for coordination among anti-poverty programs in each community and, where appropriate, with emergency energy crisis intervention programs under Title XXVI of the Low-Income Home Energy Assistance Act conducted in each community.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(6) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(7) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(8) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(9) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(10) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.

(11) The Recipient will comply with section 678(F)(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(12) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.

(13) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG Budget and Secondary Administrative Expenses, Attachment B and Scope of Work/Workplan, Attachment C must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

(f) Audit costs, travel and associated dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

(14) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

(15) The CSBG application and all its attachments, including budget data, are true and correct.

(16) In accordance with section 678F(b)(1)(2)(A)(B)(C) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(17) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(18) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(19) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

(a) A community needs assessment (including food needs);

(b) A description of the service-delivery system targeted to low-income individuals and families in the service area;

(c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;

(d) A description of how funding under this Act will be coordinated with other public and private resources; and

(e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

(20) The Recipient assures that the Workplan, Attachment C to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipient's board of directors.

(21) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and

contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

(22) The Recipient assures that the above language contained in Section (21) of Attachment G of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1000 per day.

(23) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

(24) The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FY 2006-2007 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.

(25) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(26) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to sign this agreement.

(27) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(28) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

(29) When providing rental or mortgage assistance with CSBG funds, the Recipient will secure either a rental/lease agreement or mortgage documentation and placed a copy of the documentation in the client's file.

CSBG
ATTACHMENT H
SPECIAL CONDITIONS

A. The Recipient and its sub-recipients shall comply with the following special conditions:

None.

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG
ATTACHMENT I

Certification Regarding
Debarment, Suspension, Ineligibility

And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, **Non-Applicable**, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

Contractor's Name

Recipient's Name

By:_____
Signature

Name and Title

DCA Contract Number

Street Address

City, State, Zip

Date

CSBG
ATTACHMENT J
WARRENTIES 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

(2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated 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 expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.

(6) 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 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 public grant 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 subcontracts. 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.

CSBG
ATTACHMENT J
WARRANTIES AND REPRESENTATIONS

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 a.m. to 5:00 p.m., Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient or any subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

CONTRACT NO: 07SB-5Z-06-69-01-029
MODIFICATION NO: 001

MODIFICATION OF AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
AND

Seminole County, Florida

This Modification is made and entered into by and between the State of Florida, Department of Community Affairs, ("the Department"), and the Seminole County, Florida the ("Recipient") to modify DCA Contract Number 07SB-5Z-06-69-01-029 ("the Agreement").

WHEREAS, the Department and the Recipient have entered into the Agreement, pursuant to which the Department has provided a sub-grant of $230,056 to the Recipient; and

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. Section (5)(j), Audit Requirements, is hereby modified to read as follows: The Recipient shall have all audits completed 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 Department not later than Nine (9) months from the end of the Recipient's fiscal year.

2. Paragraph (17)(a) Funding Consideration, is hereby modified to read as follows: This is cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $238,747, subject to the availability of funds and appropriate budget authority." The Recipient is authorized to incur costs in an amount not to exceed $197,838 until further notification is received. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the recipient's receipt of written notice from the Department." This revised contract amount includes:

A. $230,056	Current CSBG Allocation	(FY 2006-2007)
B. $ 6,045	Base Increase	(FY 2006-2007)
C. $ 2,646	Carryover Funds	(FY 2005-2006)
D. $238,747	Total	(Amended CSBG Allocation)

Attachment B-4, Secondary Administration and Amended Attachment C, Scope of Work/Workplan are attached hereto and incorporated herein by reference.

4. All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set out herein.

RECIPIENT
Seminole County, Florida

By: _____

Carlton Henley, Chairman, BCC
(Type Name and Title Here)

Date: _____

56-0000856
Federal Identification Number

STATE OF FLORIDA

By: _____

Janice Browning, Director
Division of Housing and Community Development

Date: _____

AMENDED ATTACHMENT A
RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2006-2007 **CONTRACT PERIOD:** October 1, 2006 **to** September 30, 2007

FOR DCA USE ONLY

DATE RECEIVED:_____ **REVISION(S) RCVD:** _____/_____/ **DCA CONSULTANT:**_____

I. RECIPIENT CATEGORY: ( ) Non-Profit (x) Local Government ( ) Tribal Government

II. RECIPIENT FISCAL YEAR: From October 1, 2006 to September 30, 2007

III. COUNTIES TO BE SERVED WITH THESE FUNDS:
1. Seminole County 2.____ 3.____ 4.____ 5.____
6.____ 7.____ 8.____ 9.____ 10.____

IV. GENERAL ADMINISTRATIVE INFORMATION

a. Name of Recipient: **Seminole County**

b. Address: **1101 East First Street**
City: **Sanford**, FL Zip Code **32771** County: **Seminole**
Telephone: (407) **665-4335** Fax: (407) **665-7958**
E-Mail Address: **N/A**

c. Mailing Address (if different from above):
Address: **Same as above**
City: _____, FL Zip Code_____ County:_____
Telephone: ( ) _____ Fax: ( ) _____
E-Mail Address: _____

d. Chief Elected Official (for local governments) or President/ Chairman of Board (corporations):
Name: **Carlton Henley** Title: **Chairman**
Address: **Same as Above**
City: **Sanford**, FL Zip Code **32771** County: **Seminole**
Telephone: ( ) **Same as above** Fax: ( ) _____

e. Official to Receive State Warrant:
Name: **Maryanne Morse** Title: **Clerk of the Court**
Address: **P.O. Drawer Q**
City: **Sanford**, FL Zip Code: **32771** County: **Seminole**
Telephone: ( ) _____ Fax: ( ) _____

f. Contact Person:
Name: **Shirley Boyce** Title: **Division Manager**
Address: **534 W. Lake Mary Blvd.**
City: **Sanford**, FL Zip Code: **32773** County: **Seminole**
Telephone: (407) **407-665-2363** Fax: (407) **665-2358**

g. Name and title of person(s) authorized to sign fiscal reports:
Name: **David Goodwin** Title: **County Finance Director**

h. Federal Identification Number: **5-60000-856**

V. SUB-RECIPIENT INFORMATION
These funds will be transferred to one or more Sub-Recipients: Yes ( ) No ( ) n/a
For each Sub-Recipient, attach a copy of Attachment B -2, Sub-Recipient Information.

VI. AUDIT SUBMISSION DATE TO DCA: **June 30, 2008** (no later than 9 months from end of Grantee's Fiscal Year end)

CSBG MODIFICATION

AMENDED ATTACHMENT B-1
BUDGET SUMMARY

RECIPIENT:

REVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES:
1. CSBG Grant Funds			$238,747	Round all figures up to the nearest dollar.
2. Cash Match	2%	$4,775		Provide a minimum of 2% -Cash Match 20% - Total Match
3. In-Kind Match	18%	$42,975		Do not under match. 1.99% Cash Match is unacceptable.
4. TOTAL MATCH (Line 2 + Line 3)	20%		$47,750	
5. TOTAL FUNDS (Line 1 + Line 4)				Match amounts must agree with the amended totals reflected on the Modification Cover Page.

A CSBG FUNDS ONLY EXPENSE CATEGORY	B Last Approved CSBG Budget	C Proposed Budget**	D 2005-2006 Carryover Amount	E Total CSBG Funds (Col. C +D)	F CASH AND IN-KIND MATCH
TOTAL CSBG FUNDS	$230,056	$230,056	$8,691	$238,747	$47,750
ADMINISTRATIVE					
6. RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	$9,000	$9,000	$0.00	$9,000	$42,975
7. SUB-RECIPIENT EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	$0.00	$0.00	$0.00	$0.00	$0.00
8. TOTAL ADMINISTRATIVE EXPENSES (Line 6 + Line 7) See footnote *	$9,000	$9,000	$0.00	$9,000	$42,975
9. ADMINISTRATIVE EXPENSE PERCENT [(Cell 8C divided by cell 18C) x 100]	VALUE IN CELL 8C MAY NOT EXCEED 15% Of Cell 18C				
PROGRAM					
10. RECIPIENT DIRECT CLIENT ASSISTANCE	$127,293	$111,245	$8,691	$119,936	$4,775
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, Other)	$93,763	$109,811	$0.00	$109,811	$0.00
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 12)	$221, 056	$221,056	$8,691	$229,747	$4,775
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	$0.00	$0.00	$0.00	$0.00	$0.00
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc.)	$0.00	$0.00	$0.00	$0.00	$0.00
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES (Line 14 + Line 15)	$0.00	$0.00	$0.00	$0.00	$0.00
16. TOTAL PROGRAM (Line 12 + Line 15)	$221,056	$221,056	$8,691	$229,747	$4,775
17. SECONDARY ADMINISTRATIVE EXPENSES	$0.00	$0.00	$0.00	$0.00	
18. GRAND TOTAL EXPENSE: (Line 8 + Line 16 + Line 17)	$230,056	$230,056	$8,691	$238,747	$47,750

**** THE AMOUNT IN CELL 8-D CANNOT EXCEED THE UNSPENT ADMINISTRATIVE BALANCE FROM YOUR FY 2005-2006 CONTRACT CLOSE-OUT.***

*****ADJUSTMENTS TO LAST APPROVED CSBG BUDGET MAY BE MADE IN COLUMN C.***

CSBG MODIFICATION
AMENDED ATTACHMENT B-2
SUB-RECIPIENT INFORMATION
(Complete this page for each sub-recipient)

RECIPIENT: Seminole County

SUB-RECIPIENT INFORMATION: N/A

NAME OF ENTITY

MAILING ADDRESS: ZIPCODE

STREET ADDRESS (IF DIFFERENT): _____ ,FL ZIPCODE _____

CONTACT PERSON'S NAME AND TITLE:

TELEPHONE: FAX:

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*				
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES *(Line 13 + Line 14)*				
TOTAL EXPENSES: ***(Line 7 + Line 15)***				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement.

CSBG MODIFICATION

AMENDED ATTACHMENT B-3
BUDGET DETAIL

BUDGET LINE ITEM NUMBER	GOAL, OUTCOME, INDICATOR (For Direct Client Assistance Only)		BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH*	IN-KIND MATCH*
6.		**RECIPIENT EXPENSES** Salaries: Intern $12.50 per hour x40+ hrs. per week=$500 $500 per week x 18 weeks=$7000	$9,000		
3.		Rent & Utilities: Source: Seminole County In-kind match Rent=$11,206 and telephone at $510= $11,716 SUBTOTAL RENT & UTILITIES:			$11,716
3.		Administrative Supervision Source=Seminole County In-kind Match Salaries for Division Manager/Program Manager Salaries for Division Manager @ 4 hours a week x 52 weeks a year=$9,952. Program Manager @ 12 hours per week x 52 weeks a year=$21,307. $9,952 + 21,307= **In-kind is the donated time of both the Division & Program Manager**			$31,259
11.		**RECIPIENT EXPENSES:**	$9,000		$42,975
		RECIPIENT OTHER PROGRAM EXPENSES Salaries: ***Case Manager***, 100% CSBG $20.27 per hour x 2080=$42,161.00 Fringe Benefits: FICA, Health Insurance, Worker's Comp and Retirement ($ 17,920 Actual)	$60,081		
		Salaries: ***Senior Staff Assistant***, 100% CSBG $18.23 per hour x 2080=$37,918.40 Fringe Benefits: FICA, Health Insurance, Workers Comp and Retirement ($11,812 Actual)	$49,730		
		RECIPIENT OTHER PROGRAM EXPENSE TOTAL	$109,811		
10.	1.2 (h)	**RECIPIENT DIRECT CLIENT ASSISTANCE** ***Rental Assistance*** 20 clients will receive rental/mortgage payments, in order to for clients acquire/maintain employment and/ or to complete post-secondary education certificate or diploma.	$119,936	$4775	
		Recipient Direct Client Assistance (Total) ***Cash Match will come from Seminole County's General Revue funds.**	$119,936	$4775	

*EXPLAIN SOURCES OF CASH AND IN-KIND MATCH

CSBG MODIFICATION
AMENDED ATTACHMENT B-4
SECONDARY ADMINISTRATIVE EXPENSES

Secondary Administrative Expense requested: Yes _____ No __X__

Name of Recipient:

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section D(13) for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	TOTAL OF ALL PROGRAMS
1. Total cash budget for secondary program:	$	$	$	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources:[1]	$	$	$	
4. CSBG secondary administrative expense requested:[2]	$	$	$	$
5. Total administrative expense (Line 3 + Line 4):	$	$	$	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. CAP Plan Goals Supported by secondary program.	Goal # _____ Goal # _____	Goal # _____ Goal # _____	Goal # _____ Goal # _____	
8. Work Plan actions that address secondary programs activities:	Action # _____ Action # _____	Action # _____ Action # _____	Action # _____ Action # _____	

[1] The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

[2] You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization ***All agencies must report on at least one NPI in Goal I.***	**WORKPLAN** **Total Number of Participants Expected to Achieve Outcome**	**Number of Participants at or Below 125% of Poverty**				**Number of People Above 125% of Poverty**		**Number of People for Whom no Income Information was Obtained**	
		Received Services (Participants Enrolled in Program)	**Achieved Outcome**	**Still Progressing Toward Outcome**	**Exited Program Prior to Achieved Outcome**	**Received Services** (Participants Enrolled in Program)	**Achieved Outcome**	**Received Services** (Participants Enrolled in Program)	**Achieved Outcome**
NPI 1.1: EMPLOYMENT - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:									
A) Unemployed and obtained a job. ***(Unduplicated count.)***	0								
(1) Obtained **part-time** employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									
(2) Obtained **part-time** employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.).									
(3) Obtained **full-time** employment – number of hours as defined by employer; at least minimum wage, without benefits.									
(4) Obtained **full-time** employment – number of hours defined by employer, at least minimum wage with benefits.									
(5) Became **self-employed** – and earned the equivalent of at least part-time employment.									
B) Employed and obtained an increase in employment income. ***(Unduplicated count.)***	0								
(1) Obtained **part-time** employment – less than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.)									

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	**WORKPLAN** Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
		Received Services (Participants Enrolled Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
(2) Obtained **part-time** employment – equal to or greater than 25 hours per week, at minimum wage or above (or its equivalent if employment includes tips/etc.).									
(3) Obtained **full-time** employment – number of hours as defined by employer; at least minimum wage.									
(4) Obtained **full-time** employment – number of hours defined by employer, above minimum wage and with benefits.									
(5) Became **self-employed** – and earned the equivalent of at least part-time employment.									
(6) Received an increase in income as a result of better wages, hours, or benefits.									
C) Achieved "living wage" employment and benefits. (See footnote.) [1]	0								
D) Maintained Employment for at Least 90 days.	5								
[1] "Living Wage" must be an locally accepted rate as identified by government or coalition.									
NPI 1.2: EMPLOYMENT SUPPORTS – The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:									
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.	0								
(1) Obtained work experience as a non-paid volunteer **and** developed measurable identified skill(s).									
(2) Demonstrated a measurable increase in identified skills/competencies **required** for employment									
(3) Completed training program **and** received certificate or diploma **required** for employment.									

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom no Income Information was Obtained	
		Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome
NPI 1.2: EMPLOYMENT SUPPORTS - continued									
B) Completed ABE/GED and received certification or diploma.	0								
C) Completed post-secondary education program and obtained certificate or diploma.	0								
D) Enrolled children in "before" or "after" school programs, in order for parent to acquire or maintain employment.	0								
E) Obtain care for child or other dependant in order for parent or caregiver to acquire or maintain employment.	115								
F) Obtain access to reliable transportation and/or driver's license in order to acquire or maintain employment.	0								
G) Obtained health care services for themselves or a family member in support of employment stability.	0								
H) Obtained safe and affordable housing in support of employment stability.	15								
I) Obtained food assistance in support of employment stability.	0								
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)	0								

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan and Quarterly Report Form
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9
Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of Participants at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained		Aggregated Dollar Amounts (Payments, Credits or Savings)
		Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	
NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.								
A) Enhancement								
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.	0							
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.	0							
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.	0							
B) Utilization								
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.	0							
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.	0							
(3) Of participants in a community action asset development program (IDA or others):								
a) Number capitalizing a small business due to accumulated savings.	0							
b) Number pursuing post-secondary education due to savings.	0							
c) Number purchasing a home due to accumulated savings.	0							

COMMENTS OR EXPLANATION:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN AND QUARTERLY REPORT
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Projects or Initiatives**		**Number of Opportunities and/or Community Resources Preserved or Increased**	
	WORKPLAN Plan to Initiate	**Initiated**	**WORKPLAN Plan to Achieve**	**Achieved**
NPI 2.1: Community Improvement and Revitalization – Increase in, or preservation of opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:				
A) Accessible "living wage[1]" jobs created or retained in the community. (See footnote.)	0		0	
B) Safe and affordable housing units created in the community.	5		5	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.	0		0	
D) Accessible and affordable health care services/facilities for low-income people created or maintained.	0		0	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or maintained.	0		0	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or maintained.	0		0	
G) Assessable new, preserved, or expanded transportation resources available to low-income people, including public or private transportation.	0		0	
H) Accessible preserved or increased educational and training placement opportunities for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.	0		0	

[1] "Living Wage" must be an accepted rate as identified and officially adopted by the local government or coalition.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN AND QUARTERLY REPORT
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Projects or Initiatives**		**Number of Opportunities and/or Community Resources Preserved or Increased**	
	Plan to Initiate	**Initiated**	**Plan to Achieve**	**Achieved**
NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:				
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.	0		0	
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)	0		0	
C) Increase in the availability or preservation of community services to improve public health and safety.	0		0	
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.	0		0	
E) Increase or preservation of neighborhood quality-of-life resources.	0		0	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.1.***	**WORKPLAN Number of Volunteer Hours Expected to Achieve**	**Number of Volunteer Hours Achieved**
NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.		
A) Low-income people serve on the CAA Board of Directors.	35	
B) Low-income people serve on Head Start Policy Councils.		
C) Low-income people serve on Family Center/ Parent Councils.		
D) Low-income people serve on other CAA Advisory Boards, councils or committees.		
E) Low-income people assist with program activities and logistics.		
F) Low-income people participate in advocacy to meet agency and community goals.		
TOTAL NUMBER OF VOLUNTEER HOURS DONATED TO COMMUNITY ACTION	35	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.2.***	**WORKPLAN** **Number of Low-Income People Expected to Participate**	**Number of Low-Income People who Participated**
NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:		
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.	0	0
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.	0	0
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.	0	0
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.	0	0

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 4 (Agency) – *Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved **NATIONAL PERFORMANCE INDICATORS:** 4.1 Expanding Opportunities Through Community-Wide Partnerships ***All agencies must report on NPI 4.*** *(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)*	**Workplan** **Partnerships or Collaborations to be Maintained or Secured in 2006-2007**	**Partnerships or Collaborations Maintained or Secured 2006-2007**
NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.		
1) Non-Profit	17	18
2) Faith Based	3	3
3) Local Government	3	3
4) State Government Entity	2	2
5) Federal Government Entity		
6) For-Profit Business or Corporation		
7) Coalition or collaborative (3 or more groups)		
8) Others: Please identify.		
a)		
b)		
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an *UNDUPLICATED* count of the above organizations.	25	26

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
A) Community Services Block Grant (CSBG)	$229,094	$238,747	+9,653	$238,747
B) Federal Government Resources – Other than CSBG	0	0	0	0
a) Weatherization Assistance Program funded by DOE through DCA	0	0	0	0
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS	0	0	0	0
c) Weatherization Assistance Program funded by LIHEAP through DCA	0	0	0	0
d) Head Start	0	0	0	0
e) Early Head Start	0	0	0	0
f) Older American Act	0	0	0	0
g) SSBG funded by HHS	0	0	0	0
h) Medicare/Medicaid funded by HHS	0	0	0	0
i) Community Food and Nutrition by HHS through DCA				
j) Temporary Assistance to Needy Families from HHS through State TANF	$164,206	0	-$164,206	0
k) Child Care Development Block Grant from CCDBG	0	0	0	0
l) List all other HHS Resources in order of size	0	0	0	0
1) Home	0	$3,812,446	0	$3,812,446
2)	0	0	0	0
3)	0	0	0	0
m) Women, Infant and Children (WIC) nutrition program from USDA	0	0	0	0
n) USDA non-food programs (e.g. rural development)	0	0	0	0
o) All other USDA Food Programs	0	0	0	0
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government	0	$2,463,600	0	$2,463,600
q) Housing Programs funded by HUD				
1) Section 8	0	0	0	0
2) Section 202	0	0	0	0
r) All other HUD programs including homeless programs	0	$1,261,038	0	$1,261,038
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state agencies, or Workforce Investment Boards.	0	0	0	0
t) Other DOL programs	0	0	0	0
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads	0	0	0	0
v) FEMA (EFSP)	$20,099	$16,198	-$3,901	$16,198
w) Transportation funded by U. S. DOT	0	0	0	0
x) Other Federal Sources: List by name of funding source. Do not use abbreviations.	0	0	0	0
1)	0	0	0	0
2)	0	0	0	0
3)	0	0	0	0
TOTAL: NON-CSBG FEDERAL RESOURCES	$184,305	$7,553,282	-$158,454	$7,553,282

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
C) State Resources (Non-federal, state-appropriated funds)	0	0	0	0
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs	0	0	0	0
c) State Nutrition Programs	0	0	0	0
d) State Day Care and Early Childhood Programs	0	0	0	0
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)	0	0	0	0
f) State Health Programs	0	0	0	0
g) State Youth Development Programs	0	0	0	0
h) State Employment and Training Programs	0	0	0	0
i) State Head Start Programs	0	0	0	0
j) State Senior Services	0	0	0	0
k) State Transportation Programs	0	0	0	0
l) State Education Programs	0	0	0	0
m) State Community, Rural and/or Economic Development Programs	0	0	0	0
n) State Rural Development Programs	0	0	0	0
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.	0	0	0	0
1)	0	0	0	0
2)	0	0	0	0
TOTAL: STATE RESOURCES	0	0	0	0
D) Local Government Resources	$2,946,708.00	$2,797,012.00	-$14,970	$2,797,012.00
a) Unrestricted funds appropriated by local governments	$154,522.00	$1,418,177	+1,263,655	$1,418,177
b) Value of contracted services with local governments	$40,701.00	$42,975	+$2,274	$42,975
c) Value of in-kind goods/services received from local governments	0	0	0	0
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.	0	0	0	0
1)	0	0	0	0
2)	0	0	0	0
TOTAL: LOCAL GOVERNMENT RESOURCES				
E) Private Sector Resources	0	0	0	0
a) Funds from Foundations, Corporations, United Way, other non-profits	0	0	0	0
b) Other donated funds	0	0	0	0
c) Value of donated items, food, clothing, furniture, etc.	0	0	0	0
d) Value of in-kind services received from businesses	0	0	0	0
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, transportation, mental health services, or legal/tax assistance.)	0	0	0	0
f) Payments by private entities for goods or services for low-income clients or communities	0	0	0	0
g) Other Private Sector Resources	0	0	0	0
TOTAL: PRIVATE SECTOR RESOURCES	0	0	0	0

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN

Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan. For further instructions, see Information System Survey Instructions, Part 1: Section F.)**	**Funding Received by Source in 2005-2006**	**Anticipated Funding by Source in 2006-2007**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2006-2007**
Funding Sources				
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)	$3,325,936	$11,811,446	+$1,092,505	$11,811,446
CSBG FUNDS FROM LINE 1	$229,094	$238,747	+$9,653	$238,747
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	$3,555,030	$12,050,193	+$1,102,158	$12,050,193

Abbreviations:

DCA – Florida Department of Community Affairs
DEA – Florida Department of Elder Affairs
DOE -- U. S. Department of Energy
DOL – U.S. Department of Labor
DOT – U. S. Department of Transportation
FEMA – Federal Emergency Management Administration
HHS -- U.S. Department of Health and Human Services
HUD – U. S. Department of Housing and Urban Development
JTPA – Job Training and Partnership Act
LIHEAP – Low-Income Home Energy Assistance Program
SSBG – Social Services Block Grant
USDA – U. S. Department of Agriculture

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 2 – Agencies Leverage External In-Kind and Donated Resources to Increase Their Capacity to Serve Low-Income People.

FOCAS Outcomes Catalog	2	3	4	5	6	7
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results	**Number of Hours**		**Estimated Average Value of Single Hour**		**Total Value (Enter Column 2 x Column 3 Below)**	
National Performance Indicators: 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. *(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan)	**Estimated 2006-2007**	**Actual 2006-2007**	**Estimated 2006-2007**	**Actual 2006-2007**	**Estimated 2006-2007**	**Actual 2006-2007**
Volunteer or Donated Staff Hours						
1) In your agency or agency supported activities from the *general public.*	1800		$10.00		$18,000	
2) In your agency or agency supported activities from your *clients.*	0		0		0	
3) In your agency or agency supported activities from your *non-low income board members. (Include volunteer hours of low-income board members in Goal 3.)*	30		$12.00		$360	
4) In your agency or agency supported activities from *other non-profit or government agencies.*	0		0		0	
5) In your agency or agency supported activities from the *business community.*	0		0		0	
6) Other (Please identify in "Explanation" below).	0		0		0	
Total Value of Volunteer Time	**1830**		**$22**		**$40,260**	

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 3 – Agency Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog	**2**	**3**	**4**	**5**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Improves Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Will Receive Training During the Year**	**Total Number of Classroom Hours of Training Planned (Number of staff X hours in class)**	**Number of Staff Who Received Training During this Contract to Date**	**Total Number of Classroom Hours of Training Completed This Period (Number of staff X hours in class)**
A. Staff who work with customers in self-sufficiency program receive training specific to case management.	1	2	16	16
B. Staff who work with customers in self-sufficiency program receive training specific to family development.	0	0	0	0
C. Staff who work with grants or contract management receive training to expand, update or upgrade their skills.	1	2	4	2
D. Fiscal staff attending training on OMB Circular or audit compliance.	0	0	0	0
E. Board members receive training related to their roles and responsibilities.	6	0	4	0
F. Fiscal staff receive accounting or data collection or management training.	0	0	0	0
G. Program staff receive data collection or management training.	0	0	0	0
H. Other training not reported above or in Goal 5, Tables 4 or 5. Describe below.	0	0	0	0
1)				
2)				
3)				
4)				
5)				

Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency has the Capacity to Measure Client Progress Towards Self-Sufficiency. *(All agencies must complete all Tables under Goal 5.* Complete column 2 and 3 for Workplan.)	**Agency's Status as of 10/01/06**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.			
CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the ONE statement below that BEST describes how your CAA's intake process is organized:			
1) A common in-take process and common ID# is used for **all** clients of the CAA.	X	X	X
2) A common in-take process and common ID# is used for **some** clients of the CAA.	X	X	X
3) A separate in-take process and/or separate ID# is used for **each** program administered by the CAA.	0	0	0
B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the ONE statement below that BEST describes how your CAA manages client information and tracks client progress:			
1) Agency utilizes a *database* for **all** clients of the agency for use in intake and assessment and provision of services.	X	X	X
2) Agency utilizes a *database* for **some** clients of the agency for use in intake and assessment and provision of services.	X	X	X
3) Agency utilizes a *database* for **all** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	X	X	X
4) Agency utilizes a *database* for **some** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	0	0	0
C) What computer program(s) is used to manage client information and track client progress?			
1)	0	0	0
2)	0	0	0

Explanation:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 5 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes

FOCAS Outcomes Catalog	2	3	4
Goal 5: Agencies Increase Their Capacity to Achieve Results A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices. *(All agencies must complete all Tables under Goal 5.* Complete columns 2 and 3 for Workplan.)	**Agency's Status as of 10/01/06**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.	Yes	Yes	Yes
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	No	No	No
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Yes	Yes	Yes
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.	Yes	Yes	Yes
B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Yes or No for each.)			
1) At least half of the Agency board has received ROMA training.	Yes	Yes	Yes
2) Agency management staff has received ROMA training.	Yes	Yes	Yes
3) Agency supervisory staff has received ROMA training.	Yes	Yes	Yes
4) Agency line staff has received ROMA training.	Yes	Yes	Yes
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	No	No	No
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	No	No	No
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1) Agency as adopted and implemented logic models for key programs and activities.	No	No	No
2) Agency programs and activities are evaluated using ROMA principals.	No	no	no

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED 2006-2007 WORKPLAN
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

Table 6 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Have Credentials as of 09/01/06**	**Number of Staff Who Will Receive Credentials During the Contract Year**	**Number of Staff Who Received Credentials During this Contract to Date**
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
A. Staff who work with families obtain the Family Development Specialist credential.	0	0	
B. Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.	0	0	
C. Staff obtain G.E.D.	0	0	
D. Staff who received CCAP credentials.	0	0	
E. Staff who received Associates Degree.	0	0	
F. Staff who received Bachelors Degree.	5	1	
G. Staff who received Masters Degree.	0	0	
H. Staff who received Doctorate Degree.	0	0	
I. Staff who are certified ROMA Trainers.	0	0	
J. Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)	0	0	

Narrative Comments:

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8	9	10
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development *All agencies must report on at least one NPI in Goal 6.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Number of People at or Below 125% of Poverty				Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		Received Services	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome	Received Services	Achieved Outcome	Received Services	Achieved Outcome
NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.									
A. Senior Citizens (55 or older)	0								
B. Individuals with Disabilities	0								

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Households at or Below 125% of Poverty		Number of Households Above 125% of Poverty		Number of Households for Whom No Income Information was Obtained	
		Sought Assistance	Received Assistance	Sought Assistance	Receiving Assistance	Sought Assistance	Receiving Assistance
NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:							
A. Food (Households)	0						
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc. (Proxy)							
2) Senior congregate meal programs. (Proxy)							
3) Meals on Wheels. (Proxy)							
4) Summer Nutrition Program (Proxy)							

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems	WORKPLAN	Number of Households at or Below 125% of Poverty		Number of Households Above 125% of Poverty		Number of Households for Whom No Income Information was Obtained	
6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	Total Number of Households Expected to Achieve Outcome	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance	Seeking Assistance	Receiving Assistance
NPI 6.2 continued.							
B. Emergency Vendor Payments	90						
1) Home Energy Assistance funded by Low-Income Home Energy Assistance							
2) Home Energy Assistance funded by public or private funds other than LIHEAP							
2) Water Bill Assistance							
3) Rent or Mortgage Assistance							
C. Temporary Shelter (motel, shelter placement, etc.)	0						
D. Emergency Medical Care	0						
E. Protection from Violence	0						
F. Legal Assistance	0						
G. Transportation	0						
H. Disaster Relief	0						
I. Clothing	0						
I. Provide translation assistance in order for person to receive emergency services.	0						

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of People Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:							
A. Infant and Child							
1) Infants and children obtain age appropriate immunizations, medical and dental care.	0						
2) Infants and children health and physical development are improved as a result of adequate nutrition.	0						
3) Children participate in pre-school activities to develop school readiness skills.	0						
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade.	0						

ATTACHMENT C - FLORIDA Community Services Block Grant (CSBG)
AMENDED FY 2006-2007 Workplan
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5	6	7	8
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of People Expected to Achieve Outcome	Number of People at or Below 125% of Poverty		Number of People Above 125% of Poverty		Number of People for Whom No Income Information was Obtained	
		People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome	People Enrolled in Program(s)	People Achieving Outcome
NPI 6.3 continued.							
B. Youth							
1) Youth improve physical health and development.	0						
2) Youth improve social/emotional development.	0						
3) Youth avoid risk-taking behavior for a defined period of time.	0						
4) Youth have reduced involvement with criminal justice system.	0						
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.	0						
C. Adult							
1) Parents and other adults learn and exhibit improved parenting skills.	0						
2) Parents and other adults learn and exhibit improved family functioning skills.	0						

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2007-2008 Community Services Block Grant Award Agreement

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Kelly Metcalf **EXT:** 2319

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Community Service Block Grant (CSBG) application in the amount of $230,401, a cash match of $20,431 and an In-Kind Match of $25,648 to total $276,480.

County-wide Kelly Metcalf

BACKGROUND:
Since 1987, Seminole County Government has annually recieved funding from the Community Services Block Grant. On July 2, 2007, the Division of Community Assistance was notified by the Department of Community Affairs of the availability of a CSBG award in the amount of $230,401, which will be appropriated to assist County residents to become truly independent through their efforts in collaboration with CSBG funding. The funding will provide the County's most indigent residents with job training and rental assistance to sustain them in housing while they work towards securing employment and educational goals; this will ultimately enhance their quality of life in Seminole County. The CSBG grant will begin October 1, 2007 and shall end September 30, 2008.

The award plus $20,431 cash match has been anticipated in the 2007/2008 budget preparation.

STAFF RECOMMENDATION:

Staff reccomends to approve and authorize the Chairman to execute the CSBG application in the amount of $230,401, a cash match of $20,431 and an in-Kind match of $25,648 to total $276,480. The $230,401 is awarded from The Department of Community Affairs beginning October 1, 2007 and shall end September 30, 2008.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

- [x] Budget Review (Betty Segal, Lisa Spriggs)
- [x] County Attorney Review (Susan Dietrich)

CFDA #: 93.569 Contract Number: 08SB-6I-06-69-01-029

FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), 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 Department 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 Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment B of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin October 1, 2007 and shall end September 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) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) 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 Department 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 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 Department, 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.

(c) 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 Budget, Attachment B of this Agreement and Scope of Work/Workplan, Attachment C of this Agreement and all other applicable laws and regulations.

(d) 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 Department, 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 Department.

(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 Department. "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 Department 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 State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and 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 resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, 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 $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 audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above 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: The Department of Community Affairs at each of the following addresses:

Department of Community Affairs
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

And

Department of Community Affairs
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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.

(f) 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 letter issued by the auditor, to the Department 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 the above office at aurilla.parrish@dca.state.fl.us

and

Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) 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.

(h) 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.

(i) 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 Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed 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 Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) At a minimum, the Recipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

(b) Quarterly reports are due to be received by the Department no later than 20 working days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are December 30, March 30, June 30 and September 30.

(c) The close-out report is due 45 days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Department" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide such additional program updates or information as may be required by the Department.

(f) The Recipient shall provide additional reports and information as identified in Attachment E.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work 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 C to this Agreement, and reported in the quarterly report.

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 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 all monitoring procedures/processes deemed appropriate by the Department. In the event that 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 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 Department 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 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 Department 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, Recipient agrees that it is not an employee or agent of the Department, 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 Department, 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 Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department 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 becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement 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 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 time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department 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 Department 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 Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department 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 Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department 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 Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION

(a) The Department may terminate this Agreement for cause upon thirty (30) days prior written notice as is reasonable under the circumstances. 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 Department may terminate this Agreement 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 Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient incurred hereunder for purpose of set-off until such time as the exact amount of damages due the Department 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 and address of the Department contract manager for this Agreement is:

Ms. Paula Lemmo, Community Program Manager
Florida Department of Community Affairs
Division of Housing and Community Assistance
Community Assistance Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 488-7541
Fax: (850) 488-2488
Email: paula.lemmo@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Seminole County Department of Community Services
1101 E. First Street
Sanford, FL 32771

Telephone: 407-665-2363
Fax: 407-665-7958
Email:

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and 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, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to

execution of the subcontract by the Recipient. 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 Department 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. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department 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 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 – Federal Resources Awarded

Attachment A -- Recipient Information

Attachment B -- Budget

Attachment C – Workplan and Quarterly Report Form

Attachment D -- Program Statutes and Regulations

Attachment E -- Reports

Attachment F -- Property Management and Procurement

Attachment G -- Statement of Assurances

Attachment H -- Special Conditions

Attachment I -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment J -- Warranties and Representations

Attachment K -- Justification of Advance Payment

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed $230,401, subject to the availability of funds and appropriate budget authority. The Recipient is authorized to incur costs in an amount not to exceed $149,761 until further notification is received by the Department. As funds and budget authority are available, changes to the costs the Recipient may incur will be accomplished by notice from the Department to the Recipient, in the form of certified mail, return receipt requested, to the Recipient's contact person identified in Attachment A, Recipient Information. The terms of the Agreement shall be considered to have been modified to allow the Recipient to incur additional costs upon the Recipient's receipt of the written notice from the Department.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat. is contingent upon the Recipient's acceptance of the rights of the Department under Paragraph (12)(d) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment K. Attachment K will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget, Attachment B and Workplan, Attachment C of this 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 Department 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 Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "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 Section215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a 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 Department 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 Department 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 Department 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 Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department 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 Department 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 or 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 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) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall submit to the Department (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment I) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Department prior to the Recipient entering into a contract with any prospective subcontractor.

(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) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs 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.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) 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 Department 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 Department.

(n) 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.

(o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(21) LOBBYING PROHIBITION

(a) No funds or other resources received from the Department 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.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(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 Department 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 Department. 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 Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) 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.

(24) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment G.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT

_____
(Type Grantee Legal Name)

By: Carlton Henley, Chairman, BCC
(Signature)

_____
Name and Title

Date: _____

56-0000856
Federal Identification Number

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
Janice Browning, Director
Division of Housing and Community Development

Date: _____

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program:
Federal Agency: United States Department of Health and Human Services
Title: Community Services Block Grant (CSBG) Program
CFDA Number* 93.569
Grantee: Seminole County, Florida
Funding Amt: $230,401

*Catalog of Federal Domestic Assistance

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
List applicable compliance requirements as follows:

1. Purposes resources must be use for:
The Recipient will use the CSBG funds to provide a range of services and activities having a measurable and potentially major impact on poverty in the communities where poverty is a particularly acute problem. These funds will be expended in accordance with the Program Statutes and Regulations, Attachment D, Budget, Attachment B and Scope of Work/Workplan, Attachment C of this Agreement and applicable OMB Circulars.

2. Eligibility requirements for recipients of the resources:
The Recipient will comply with applicable OMB Circulars and eligibility requirements as set forth in U.S. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations as follows:

Part 16	Department of Grant Appeals Board
Part 30	Claims Collection
Part 75	Informal Grants Appeals Procedures
Part 76	Debarment and Suspension from Eligibility for Financial Assistance Subpart F. Drug-Free Workplace
Part 93	New restrictions on lobbying
Part 96	Block Grants
Part 97	Consolidation of grants to insular area

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program (list Federal Agency, Catalog of Federal Domestic Assistance title and number)
N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:
State Project (list state awarding agency, Catalog of State Financial Assistance title and number)
N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
N/A

Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

CSBG -ATTACHMENT A - RECIPIENT INFORMATION

FEDERAL FISCAL YEAR: 2008 CONTRACT PERIOD: October 1, 2007 to September 30, 2008

1. **RECIPIENT: Seminole County Community Services/Community Assistance**
2. **COUNTIES TO BE SERVED WITH THESE FUNDS:** 1 **Seminole County** 2_____ 3_____
3. **GENERAL ADMINISTRATIVE INFORMATION**

   A. **Agency Head (Executive Director or Department Administrator)**
   Name: **David Medley, PhD.** Title: **Director, Community Services**
   Street Address: **534 West Lake Mary Blvd.** County: **Seminole**
   City: **Sanford ,** **Fl.** Zip Code: **32773**
   Telephone: **(407) 665-2301** Fax: **(407) 665-2309**
   E-Mail: **dmedley@seminolecountyfl.gov**
   MAILING ADDRESS (IF DIFFERENT FROM ABOVE)
   Address: **Same as above**
   City: _____, Fl Zip Code:_____

   B. **Chief Elected Official for Local Governments or President/Chair of Board for Nonprofits**
   (Home or business address other than agency address.)
   Name: **Carlton Henley** Title: **Chairman**
   Street Address: **1101 East First Street** County: **Seminole**
   City: **Sanford,** **Fl.** Zip Code: **32771**
   Telephone: **(407) 665-4335** Fax: **(407) 665-7958**
   E-Mail:

   C. **RECIPIENT CONTACT PERSON/PROGRAM COORDINATOR**
   Name: **Shirley Boyce** Title: Manager
   Street: **Address: 534 West Lake Mary Blvd.** County: **Seminole**
   City: **Sanford,** **Fl.** Zip Code: **32773**
   Telephone: **(407) 665-2363** Fax: **(407) 665-2309**
   E-Mail: _____

   D. **WARRANT OFFICER (OFFICIAL TO RECEIVE STATE WARRANT)**
   Name: **Maryanne Morse** Title: **Clerk of the Court**
   Address: **P. O. Drawer Q** (Street address)
   City: **Sanford,** **Fl.** Zip Code: **32771**
   Telephone: **(407) 665-4330** Fax: **(407) 330-7193**
   E-Mail: _____

   E. **FINANCIAL CONTACT PERSON**
   Name: **David Godwin** Title: **County Finance Director**
   Address: **1101 E. First Street** (Street address)
   City: **Sanford,** **Fl.** Zip Code: **32773**
   Telephone: **(407) 665-7670** Fax: **(407) 302-0515**
   E-Mail: _____

   F. **PERSON(S) AUTHORIZED TO SIGN FISCAL REPORTS:**
   1. Name/Title: David Godwin, County Finance Director

4. **SUB-RECIPIENT INFORMATION**
   These funds will be transferred to one or more Sub-Recipients: Yes___ No X
   For each Sub-Recipient, attach a copy of Attachment B-2, Sub-Recipient Information

5. **AUDIT: Recipient Fiscal Year: October 1, 2007 to September 30, 2008.**
   Audit is due nine months from the end of the recipient's fiscal year:
   Date Audit will be submitted to DCA: **June 1, 2008.**

ATTACHMENT B-1
BUDGET SUMMARY

GRANTEE: Seminole County Community Assistance

EVENUE SOURCES	PERCENT	MATCH	TOTAL AMOUNT	NOTES: Round all figures up to the nearest dollar. Provide a minimum of: 2% - Cash Match 20% - Total Match Do not under match. 1.99% Cash Match is unacceptable.
1. CSBG Grant Funds			$230,401	
2. Cash Match	8.9%	$20,431		
3. In-Kind Match	11.1%	$25,648		
4. TOTAL MATCH (Line 2 + Line 3)	20%		$46,079	
5. TOTAL FUNDS (Line 1 + Line 4)			$276,480	

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
ADMINISTRATIVE EXPENSES				
6. RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*	$15,982	0	$25,648	$41,630
7. SUB-RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*	0	0	0	0
8. TOTAL ADMINISTRATIVE EXPENSES *(Line 6 + Line 7)*	$15,982	0	$25,648	$41,630
9. ADMINISTRATIVE EXPENSE PERCENT *(Line 8 divided by Line 1)*	7%	*CANNOT EXCEED 15% OF CSBG ALLOCATION GIVEN ON LINE 1.*		
PROGRAM EXPENSES				
10. RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	$97,610	$20,431	0	$118,041
11. RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)	$116,809	0	0	$116,809
12. SUBTOTAL RECIPIENT PROGRAM EXPENSES (Line 10 + Line 11)	$214,419	$20,431	0	$234,850
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES	0	0	0	0
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, etc)*	0	0	0	0
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES *(Line 13 + Line 14)*	0	0	0	0
16. TOTAL PROGRAM EXPENSE *(Line 12 + Line 15)*	$214,419	$20,431	0	$234,850
17. SECONDARY ADMINISTRATIVE EXPENSES	0			0
18. GRAND TOTAL EXPENSE: *(Line 8 + Line 16 + Line 17)*	$230,401	$20,431	$25,648	$276,480

CSBG
ATTACHMENT B-2
SUB-RECIPIENT INFORMATION
(Complete this page for each sub-recipient)

RECIPIENT: Seminole County Community Assistance

SUB-RECIPIENT INFORMATION:

NAME OF ENTITY: N/A

MAILING ADDRESS: _____ FL ZIPCODE _____

STREET ADDRESS (IF DIFFERENT): _____ ,FL ZIPCODE _____

CONTACT PERSON'S NAME AND TITLE: _____

TELEPHONE: ( ) _____ FAX: ( ) _____

NOTE: The following line items (7, 13, 14 and 15) must correspond to Attachment B-1, Budget Summary. If there is more than one sub-recipient, it is the Recipient's responsibility to ensure that the total of all sub-recipient budgets add correctly. Expenditures must be detailed in Attachment B-3.

CSBG FUNDED PROGRAMS ONLY EXPENSE CATEGORY	(A) CSBG FUNDS	(B) CASH MATCH	(C) IN-KIND MATCH	(D) TOTAL
SUB-RECIPIENT ADMINISTRATIVE EXPENSES:				
7. SUB-RECIPIENT EXPENSES *(Salaries + Fringe, Rent, Utilities, Travel, Other)*				
SUB-RECIPIENT PROGRAM EXPENSES:				
13. SUB-RECIPIENT DIRECT CLIENT ASSISTANCE EXPENSES				
14. SUB-RECIPIENT OTHER PROGRAM EXPENSES (Salaries + Fringe, Rent, Utilities, Travel, etc)				
15. SUBTOTAL SUB-RECIPIENT PROGRAM EXPENSES *(Line 13 + Line 14)*				
TOTAL EXPENSES: ***(Line 7 + Line 15)***				

The Recipient must have a written agreement with all subcontractors. The agreement must meet the requirements of Section 14 of this agreement. A copy of the unsigned agreement with the subcontractor must be forwarded to the Department for review and approval along with this agreement.

CSBG
ATTACHMENT B-3
BUDGET DETAIL

BUDGET LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance ONLY)	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH**	IN-KIND MATCH**
6.		**RECIPIENT EXPENSES** *Expenditures are based on the cost for 2 full time employee equivalents* Travel: $200.00 Transportation: $50.00 Rental & Leases: $12,090.00 Printing: $500.00 Internal Charges: $150.00 Office Supplies: $650.00 Operating Supplies: $642.00 Operating Equipment: $1,200.00 Books, Dues, Pubs: $500.00 **Total:** $15,982.00	$15,982		
		Administrative Supervision Source=Seminole County In-kind Match *Salaries for Division Manager, Program Manager, Accountant, and Business Manager.* *Telephone service* **Division Manger**: 44.85 per hour x 4 hours per week=$9,330. **Program Manager**: $32.30 x 8 hours per week=$13,438. **Accountant**: $24.23 x 1/2 hour per week=$630. **Business Manager**: $37.94 x 1 hour per week= $1,973. **Telephone service** for a year=$277 **Total:** $25,648.00			$25,648
11.	1.1 (D) 1.2 (J)	**RECIPIENT OTHER PROGRAM EXPENSES** Salaries: ***Case Manager,*** 100% CSBG $21.11 per hour x 2080=$43,920 Fringe Benefits: FICA, Health Insurance, Worker's Comp and Retirement ($ 20,071 Actual) Salaries: ***Senior Staff Assistant,*** 100% CSBG $19.14 per hour x 2080=$39,814 Fringe Benefits: FICA, Health Insurance, Workers Comp and Retirement ($13,004 Actual) **Total:**	$63,991 $52,818 $116,809		

**EXPLAIN SOURCES OF CASH AND IN-KIND MATCH

CSBG
ATTACHMENT B-3
BUDGET DETAIL

BUDGET LINE ITEM NUMBER	NATIONAL PERFORMANCE INDICATORS (Direct Client Assistance ONLY)	EXPENDITURE DETAIL Round up line item totals to dollars. Do not use cents and decimals in totals.	BUDGETED EXPENDITURES		
			CSBG FUNDS	CASH MATCH**	IN-KIND MATCH**
10.	1.1 (D) or 6.2 (B) 3	**RECIPIENT DIRECT CLIENT ASSISTANCE** 20-30 clients will receive rental/mortgage payments, in order to for clients acquire/maintain employment and/ or to complete post-secondary education certificate or diploma.	$92,610	$20,431	
	2.1 (H)	5 young adults will receive "vocational training" to develop technical skills necessary to find employment in construction and/or related fields.	$5,000		
		Total:	$97,610	$20,431	

**EXPLAIN SOURCES OF CASH AND IN-KIND MATCH

CSBG
ATTACHMENT B-4
SECONDARY ADMINISTRATIVE EXPENSES

Secondary Administrative Expense requested: Yes _____ No __X__ Name of Recipient: Seminole County Community Assistance

INSTRUCTIONS: If requesting Secondary Administrative Expenses, you must supply the following information for each secondary program for which administrative expenses are being requested. A "secondary program source" is the non-CSBG program that will receive administrative support from the use of CSBG funds. See Attachment G, Section (13) D and G for additional information.

BUDGET INFORMATION	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	NAME OF SECONDARY PROGRAM: GRANT START DATE: END DATE:	TOTAL OF ALL PROGRAMS
1. Total cash budget for secondary program:	$	$	$	
2. Maximum percent administrative expense including indirect cost allowed by secondary program:	%	%	%	
3. Total administrative expense approved by secondary program funding sources:[1]	$	$	$	
4. CSBG secondary administrative expense requested:[2]	$	$	$	$
5. Total administrative expense (Line 3 + Line 4):	$	$	$	
6. Percent of total administrative expense to total budget (Line 5 divided by Line 1). This total cannot exceed 15% of Line 1.	%	%	%	
7. CAP Plan Goals Supported by secondary program.	Goal # _____ Goal # _____	Goal # _____ Goal # _____	Goal # _____ Goal # _____	
8. Work Plan actions that address secondary programs activities:	Action # _____ Action # _____	Action # _____ Action # _____	Action # _____ Action # _____	

[1] The Recipient must take full advantage of all administrative and indirect dollars allowed by the secondary program's funding source before CSBG secondary administrative expenses are requested. For each secondary administration program, provide documentation of the maximum administrative limits of the secondary program and a copy of the contract budget detailing the amount of the contract and the administration funds provided by the secondary source.

[2] You are required to provide budget detail in Attachment B-3 for the amount on line 4 for each program above.

ATTACHMENT C - Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *All agencies must report on at least one NPI in Goal I.*	**WORKPLAN** Total Number of Participants Expected to Achieve Outcome	**Received Services** (Participants Enrolled in Program)	**Achieved Outcome**	**Still Progressing Toward Outcome**	**Exited Program Prior to Achieved Outcome**
NPI 1.1: EMPLOYMENT - The number of low-income participants in community action employment initiatives who get a job or become self-employed as measured by one or more of the following:					
A) Unemployed and obtained a job. *(Unduplicated count.)*	60				
B) Employed and obtained an increase in employment income. *(Unduplicated count.)*	0				
C) Achieved "living wage" employment and benefits. ("Living Wage" must be a locally adopted rate as identified by a government or formal coalition.)	0				
D) Maintained Employment for at Least 90 days.	0				
NPI 1.2: EMPLOYMENT SUPPORTS – The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from community action measured by one or more of the following:					
A) Obtained pre-employment skills/competencies required for employment and received training program certificate or diploma.	0				
B) Completed ABE/GED and received certification or diploma.	0				
C) Completed post-secondary education program and obtained certificate or diploma.	0				
D) Enrolled children in "before" or "after" school programs, in order for parent to gain or maintain employment.	0				
E) Obtain care for child or other dependant in order for parent or caregiver to gain or maintain employment.	115				
F) Obtain access to reliable transportation and/or driver's license in order to gain or maintain employment.	0				
G) Obtained health care services for themselves or a family member in support of family stability needed to gain or retain employment.	0				

ATTACHMENT C - Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	5	6
Goal 1: Low-Income People Become Self-Sufficient National Performance Indicators: 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	WORKPLAN Total Number of Participants Expected to Achieve Outcome	Received Services (Participants Enrolled in Program)	Achieved Outcome	Still Progressing Toward Outcome	Exited Program Prior to Achieved Outcome
H) Obtained safe and affordable housing in support of family stability needed to gain or retain employment.	0				
I) Obtained food assistance in support of family stability needed to gain or retain employment.	0				
J) Obtained identification or work permit documentation for employment. (social security card, work permit, legal immigration papers, drivers licenses, etc.)	75				

COMMENTS OR EXPLANATION:

ATTACHMENT C - Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 1 (Family) – *Low-Income People Become Self-Sufficient*

AGENCY NAME:

FOCAS Outcomes Catalog	2	3	4	9
Goal 1: Low-Income People Become Self-Sufficient **National Performance Indicators:** 1.1 Employment 1.2 Employment Supports 1.3 Economic Asset Enhancement and Utilization *Must report on at least one NPI in Goal I.*	**WORKPLAN** Total Number of Participants Expected to Achieve Outcome	**Received Services (Participants Enrolled in Program)**	**Achieved Outcome**	**Aggregated Dollar Amounts (Payments, Credits or Savings)**
NPI 1.3: ECONOMIC ASSET ENHANCEMENT AND UTILIZATION – The number of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following.				
A) Enhancement				
(1) Number of participants in tax preparation programs who identify any type of Federal or State tax credit and the aggregated dollar amount of credits.	0			
(2) Number of participants who obtained court-ordered child support payments and expected annual aggregated dollar amount of payments.	0			
(3) Number of participants enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.	0			
B) Utilization				
(1) Number of participants demonstrating ability to complete and maintain a budget for over 90 days.	0			
(2) Number of participants opening an Individual Development Account (IDA) or other savings account and increased savings, and the aggregated amount of savings.	0			
(3) Of participants in a community action asset development program (IDA or others):				
a) Number capitalizing a small business with accumulated savings.	0			
b) Number pursuing post-secondary education with savings.	0			
c) Number purchasing a home with accumulated savings.	0			

COMMENTS OR EXPLANATION:

ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Projects or Initiatives**		**Number of Opportunities and/or Community Resources Preserved or Increased**	
	WORKPLAN Plan to Initiate	**Initiated**	**WORKPLAN Plan to Achieve**	**Achieved**
NPI 2.1: Community Improvement and Revitalization – Increase in, or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of community action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:				
A) Accessible "living wage[1]" jobs created or saved from reduction or elimination in the community. (See footnote.)	0		0	
B) Safe and affordable housing units created in the community.	25		25	
C) Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by community action activity or advocacy.	0		0	
D) Accessible and affordable health care services/facilities for low-income people created or saved from reduction or elimination.	0		0	
E) Accessible safe and affordable childcare or child development placement opportunities for low-income families created or saved from reduction or elimination.	0		0	
F) Accessible "before" school and "after" school program placement opportunities for low-income families created or saved from reduction or elimination.	0		0	
G) Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation.	0		0	
H) Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post-secondary education.	0		0	

[1] "Living Wage" must be a locally adopted rate as identified by a local government or formal coalition.

ATTACHMENT C - WORKPLAN AND QUARTERLY REPORT
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 2 (Community) – *The Conditions in Which Low-Income People Live are Improved*

Agency Name:

FOCAS Outcomes Catalog	2	3	4	5
Goal 2: The Conditions in Which Low-Income People Are Improved **National Performance Indicators:** 2.1 Community Improvement and Revitalization 2.2 Community Quality of Life and Assists ***All agencies must report on at least one NPI in Goal 2.***	**Number of Program Initiatives or Advocacy Efforts**		**Number of Community Assets, Services, or Facilities Preserved or Increased**	
	Plan to Initiate	**Initiated**	**Plan to Achieve**	**Achieved**
NPI 2.2: Community Quality of Life and Assets – The quality of life and assets in low-income neighborhoods are improved by community action initiatives or advocacy, as measured by one or more of the following:				
A) Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets.	0		0	
B) Increase in the availability or preservation of community facilities (schools, libraries, community centers, recreation, etc.)	0		0	
C) Increase in the availability or preservation of community services to improve public health and safety.	0		0	
D) Increase in the availability or preservation of commercial services within low-income neighborhoods.	0		0	
E) Increase in or preservation of neighborhood quality-of-life resources.	0		0	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.1.***	**WORKPLAN** **Number of Volunteer Hours Expected to Achieve**	**Number of Volunteer Hours Achieved**
NPI 3.1: Civic Investment – The number of volunteer hours donated to Community Action.		
A) Low-income people take part in one or more of the following:	40	
1) Serve on the CAA Board of Directors.	0	
2) Serve on Head Start Policy Councils.	0	
3) Serve on Family Center/ Parent Councils.	0	
4) Serve on other CAA Advisory Boards, councils or committees.	40	
5) Assist with program activities and logistics.	0	
6) Participate in advocacy to meet agency and community goals.	0	
B) Volunteer hours donated in your agency or agency supported activities by one of the following groups:	500	
1) General public.	0	
2) CAA clients.	0	
3) CAA non-low income board members. (Include volunteer hours of low-income board members in A above.)	40	
4) Other non-profit or government agencies.	0	
5) Business community.	0	
6) Other (Please identify in "Explanation" below).	0	
TOTAL NUMBER OF HOURS VOLUNTEERED TO COMMUNITY ACTION	540	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Goal 3 (Community): *Low-Income People Own a Stake in their Community*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 3: Low-Income People Own a Stake in their Community **National Performance Indicators:** 3.1 Civic Investment 3.2 Community Empowerment through Maximum Feasible Participation ***All agencies must report on NPI 3.2.***	**WORKPLAN** **Number of Low-Income People Expected to Participate**	**Actual** **Number of Low-Income People who Participated**
NPI 3.2: Community Empowerment through Maximum Feasible Participation – The number of low-income people mobilized as a direct result of community action initiative to engage in activities that support and promote their own well-being and that of their community as measured by one or more of the following:		
A) Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy setting through community action efforts.	3	
B) Number of low-income people acquiring businesses in their community as a result of community action assistance.	0	
C) Number of low-income people purchasing their own homes in their community as a result of community action assistance.	0	
D) Number of low-income people engaged in non-governance community activities or groups created or supported by community action.	0	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 4 (Agency) – *Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved*

Agency Name:

FOCAS Outcomes Catalog	2	3
Goal 4: Partnerships Among Supporters and Providers of Services to Low-Income People are Achieved **NATIONAL PERFORMANCE INDICATORS:** 4.1 Expanding Opportunities Through Community-Wide Partnerships ***All agencies must report on NPI 4.*** *(A partnership or collaboration is defined as a formal relationship documented by a written agreement such as a Memorandum of Understanding or service contract, a financial agreement, or an informal working relationships or alliances between the CAP and one or more public or private organizations to foster CSBG goals.)*	**Workplan** **Number of Organizational Partnerships**	**Actual** **Number of Organizational Partnerships**
NPI 4.1: Expanding Opportunities through Community-Wide Partnerships – The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes.		
1) Non-Profit	15	
2) Faith Based	4	
3) Local Government	3	
4) State Government Entity	2	
5) Federal Government Entity	1	
6) For-Profit Business or Corporation	0	
7) Coalition or collaborative (3 or more groups)	0	
8) Others: Please identify.	0	
a)	0	
b)	0	
The number of organizations, both public and private, community action actively works with to expand resources and opportunities in order to achieve family and community outcomes. Provide an *UNDUPLICATED* count of the above organizations.	25	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog	**2**	**3**	**4**	**5**
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan.)** **Funding Sources**	**Funding Received by Source in 2006-2007**	**Anticipated Funding by Source in 2007-2008**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2007-2008**
A) Community Services Block Grant (CSBG)	$230,056	$230,401	+345	
B) Federal Government Resources – Other than CSBG				
a) Weatherization Assistance Program funded by DOE through DCA				
b) Low-Income Home Energy Assistance Program (through DCA) funded by HHS				
c) Weatherization Assistance Program funded by LIHEAP through DCA				
d) Head Start				
e) Early Head Start				
f) Older American Act				
g) SSBG funded by HHS				
h) Medicare/Medicaid funded by HHS				
i) Community Food and Nutrition by HHS through DCA				
j) Temporary Assistance to Needy Families from HHS through State TANF				
k) Child Care Development Block Grant from CCDBG				
l) List all other HHS Resources in order of size				
1)				
2)				
3)				
m) Women, Infant and Children (WIC) nutrition program from USDA				
n) USDA non-food programs (e.g. rural development)				
o) All other USDA Food Programs				
p) Community Development Block Grant funded by HUD directly or indirectly through federal, state or local government	$2,463,600	$2,472,352	+8,752	
q) Housing Programs funded by HUD				
1) Section 8				
2) Section 202				
r) All other HUD programs including homeless programs	$1,261,038	$1,253,429	-7,609	
s) Employment and Training Programs funded by the US DOL JPTA whether funded through state agencies, or Workforce Investment Boards.				
t) Other DOL programs				
u) Corporation for National and Community Service Programs such as AmeriCorps*Vista, AmeriCorps*NCCC; SeniorCorps programs (Foster Grandparent; RSVP; Senior Companion); Learn and Serve, or America Reads				
v) FEMA				
w) Transportation funded by U. S. DOT				
x) Other Federal Sources: List by name of funding source. Do not use abbreviations.				
1)				
2)				
TOTAL: NON-CSBG FEDERAL RESOURCES	$3,724,638	$3,725,781	+1,143	

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People

FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results **National Performance Indicators:** 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. ***(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan.)** **Funding Sources**	**Funding Received by Source in 2006-2007**	**Anticipated Funding by Source in 2007-2008**	**Anticipated Increase or Decrease in Dollars**	**Actual Funding by Source in 2007-2008**
C) State Resources (Non-federal, state-appropriated funds)				
a) State appropriated funds used for the same purpose as federal CSBG funds				
b) State Housing and Homeless Programs	$3,811,191	$3,782,833	-$28,358	
c) State Nutrition Programs				
d) State Day Care and Early Childhood Programs				
e) State Energy Programs (do NOT include LIHEAP, EHEAP, WAP or WAP-LIHEAP)				
f) State Health Programs				
g) State Youth Development Programs				
h) State Employment and Training Programs				
i) State Head Start Programs				
j) State Senior Programs				
k) State Transportation Programs				
l) State Education Programs				
m) State Community, Rural and/or Economic Development Programs				
n) State Rural Development Programs				
o) Other State Funded Programs: List by name of funding source. Do not use abbreviations.				
1)				
2)				
TOTAL: STATE RESOURCES	$3,811,191	$3,782,833	-$28,358	
D) Local Government Resources				
a) Unrestricted funds appropriated by local governments	$2,927,241	$3,653,193	+$725,952	
b) Value of contracted services with local governments	$1,443,177	$1,312,001	-$131,176	
c) Value of in-kind goods/services received from local governments	$41,410	$25,648	-$15,762	
d) Other Local Government Resources: Give description or name of program. Do not abbreviate.				
1)				
2)				
TOTAL: LOCAL GOVERNMENT RESOURCES	$4,416,828	$4,990,842	$579,014	
E) Private Sector Resources				
a) Funds from Foundations, Corporations, United Way, other non-profits				
b) Other donated funds				
c) Value of donated items, food, clothing, furniture, etc.				
d) Value of in-kind services received from businesses				
e) Fees paid by clients for services (Example, income through "sliding scale" fees allowed by some programs for medical care, transportation, mental health services, or legal/tax assistance.)				
f) Payments by private entities for goods or services for low-income clients or communities				
g) Other Private Sector Resources				
TOTAL: PRIVATE SECTOR RESOURCES	0	0	0	

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 1 – Agencies Leverage External Resources to Increase Their Capacity to Serve Low-Income People				
FOCAS Outcomes Catalog	2	3	4	5
Community Action Goal 5: Agencies Increase Their Capacity to Achieve Results National Performance Indicators: 5.1 Broadening the Resource Base – The number of dollars mobilized by community action. *(All agencies must complete all Tables under Goal 5.* Complete entire chart for Workplan.*)*	Funding Received by Source in 2006-2007	Anticipated Funding by Source in 2007-2008	Anticipated Increase or Decrease in Dollars	Actual Funding by Source in 2007-2008
Funding Sources				
TOTAL: ALL NON-CSBG RESOURCES (Non-CSBG Federal Resources + State Resources + Local Government Resources + Private Sector Resources)	$11,947,657	$12,499,456	+551,799	
CSBG FUNDS FROM LINE 1	$230,056	$230,401	+$345	
Total Agency Budget (If different from the sum of All Non-CSBG Resources plus CSBG Funds, provide an explanation below.)	$12,177,713	$12,729,857	+$552,144	

Abbreviations:

DCA – Florida Department of Community Affairs
DEA – Florida Department of Elder Affairs
DOE -- U. S. Department of Energy
DOL – U.S. Department of Labor
DOT – U. S. Department of Transportation
FEMA – Federal Emergency Management Administration
HHS -- U.S. Department of Health and Human Services
HUD – U. S. Department of Housing and Urban Development
JTPA – Job Training and Partnership Act
LIHEAP – Low-Income Home Energy Assistance Program
SSBG – Social Services Block Grant
USDA – U. S. Department of Agriculture

For further instructions, see Information System Survey Instructions, Part 1: Section F.

Explanation:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 2 – Agency Increase Staff Capacity to Achieve Results Through Training				
FOCAS Outcomes Catalog	**2**	**3**	**4**	**5**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Improves Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Will Receive Training During the Year**	**Total Number of Classroom Hours of Training Planned (Number of staff MULTIPLIED BY hours in class)**	**Number of Staff Who Received Training During this Contract to Date**	**Total Number of Classroom Hours of Training Completed This Period (Number of staff MULTIPLIED BY hours in class)**
A. Staff who work with customers in self-sufficiency program receive training specific to case management.	7	28		
B. Staff who work with customers in self-sufficiency program receive training specific to family development.	0	0		
C. Staff who works with grants or contract management receives training to expand, update or upgrade their skills.	0	6		
D. Fiscal staff attending training on OMB Circular or audit compliance.	1	16		
E. Board members receive training related to their roles and responsibilities.	0	0		
F. Fiscal staff receives accounting or data collection or management training.	2	24		
G. Program staff receives data collection or management training.	0	0		
H. Other training not reported above or in Goal 5, Tables 4 or 5. Describe below.	0	0		
1)				
2)				
3)				
4)				
5)				

Note: The term "classroom" is used in a very broad sense. This may include in-office training provided by a contractor such as data system training or other forms of employee development; attending a class or seminar, completing web-based or other self-directed instruction, and attending a conference or workshop. The training should be structured and formal.

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 3 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency has the Capacity to Measure Client Progress toward Self-Sufficiency. *(All agencies must complete all Tables under Goal 5.* Complete column 2 and 3 for Workplan.)	**Agency's Status as of 09/30/07**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Measure Client/Customer Progress Towards Self-Sufficiency.			
CAAs are organized in different ways depending on their configuration of programs and services. Please identify with an "X" the ONE statement below that BEST describes how your CAA's intake process is organized:			
1) A common in-take process and common ID# is used for **all** clients of the CAA.	x	X	
2) A common in-take process and common ID# is used for **some** clients of the CAA.	N/A	N/A	
3) A separate in-take process and/or separate ID# is used for **each** program administered by the CAA.	N/A	N/A	
B) CAAs are organized in different ways depending on their configuration of programs and services: Please identify with an "X" the ONE statement below that BEST describes how your CAA manages client information and tracks client progress:			
1) Agency utilizes a *database* for **all** clients of the agency for use in intake and assessment and provision of services.	N/A	N/A	
2) Agency utilizes a *database* for **some** clients of the agency for use in intake and assessment and provision of services.	N/A	N/A	
3) Agency utilizes a *database* for **all** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	N/A	N/A	
4) Agency utilizes a *database* for **some** clients of the agency for use in intake, assessment, provision of services and measurement of outcomes.	N/A	N/A	
C) What computer program(s) is used to manage client information and track client progress?			
1) Access	X	X	
2)			

Explanation:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 4 – Agency Organizes and Operates its Programs, Services, and Activities Toward Accomplishing Family and Community Outcomes

FOCAS Outcomes Catalog	2	3	4
Goal 4: Agencies Increase Their Capacity to Achieve Results A. Agency has the Capacity to Report Client Progress Toward Self-Sufficiency. B. Agency has Provided Results-Oriented Management and Accountability Training. C. Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. D. Agency is Implementing ROMA tools and management practices. *(All agencies must complete all Tables under Goal 5.* Complete columns 2 and 3 for Workplan.)	**Agency's Status as of 09/30/07**	**Workplan Agency's Status at the End of this Contract**	**Agency's Currrent Status**
A) Agency has the Capacity to Report Client/Customer Progress Toward Self-Sufficiency. (Answer Yes or No for each.)			
1) Agency can report outcomes that measure progress towards self-sufficiency without use of an outcome scale.	No	No	
2) Agency utilizes outcome scales to measure client movement toward self-sufficiency. (If yes, attach copy of scale with Workplan submission.)	No	No	
3) Agency has capacity to derive unit cost statistics for efficiency: cost per service delivered or cost of service per client.	Yes	Yes	
4) Agency has capacity to derive unit cost statistics for effectiveness: cost per outcome delivered.	No	No	
B) Agency has Provided Results-Oriented Management and Accountability Training within the past 2 years. (Answer Yes or No for each.)			
1) At least half of the Agency board has received ROMA training.	No	yes	
2) Agency management staff has received ROMA training.	No	yes	
3) Agency supervisory staff has received ROMA training.	No	Yes	
4) Agency line staff has received ROMA training.	No	yes	
C) Agency Programs Achieved Accreditation Demonstrating That Program Meets or Exceeds Nationally Recognized Standards. (Answer Yes or No for each.)			
1) Early childhood care and education sites receive NAEYC or other recognized form of accreditation.	No	No	
2) Programs achieve other form of recognized accreditation. (Please describe in the Narrative Comments below.)	No	No	
D) Agency is Implementing ROMA tools and management practices. (Answer Yes or No for each.)			
1) Agency as adopted and implemented logic models for key programs and activities.	Yes	Yes	
2) Agency programs and activities are evaluated using ROMA principals.	No	No	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 5 (Agency) – *Agencies Increase Their Capacity to Achieve Results*

AGENCY NAME:

Table 5 – Agency Staff Obtains Credentials that Improve Their Capacity to Achieve Results			
FOCAS Outcomes Catalog	**2**	**3**	**4**
Goal 5: Agencies Increase Their Capacity to Achieve Results Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results. (All agencies must complete all Tables under Goal 5. Complete Columns 2 and 3 for Workplan.)	**Number of Staff Who Have Credentials as of 09/30/07**	**Number of Staff Who Will Receive Credentials During the Contract Year**	**Number of Staff Who Received Credentials During this Contract to Date**
Agency Staff Obtained Credentials That Improve Their Capacity to Achieve Results.			
A. Staff who work with families obtain the Family Development Specialist credential.	None	None	
B. Staff who work with children obtain the Child Development Associate credential or higher form of credential/degree.	None	None	
C. Staff obtain G.E.D.	None	None	
D. Staff who received CCAP credentials.	None	None	
E. Staff who received Associates Degree.	None	None	
F. Staff who received Bachelors Degree.	None	None	
G. Staff who received Masters Degree.	None	None	
H. Staff who received Doctorate Degree.	None	None	
I. Staff who are certified ROMA Trainers.	None	None	
J. Agency staff obtained other credentials that increase their capacity to achieve results. (Please describe in the Narrative Comments below.)	None	None	

Narrative Comments:

ATTACHMENT C – Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems National Performance Indicators: 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development *All agencies must report on at least one NPI in Goal 6.*	**WORKPLAN** **Total Number of Participants Expected to Achieve Outcome**	**Number of People**	
		Received Services	**Achieved Outcome**
NPI 6.1: INDEPENDENT LIVING – The number of vulnerable individuals receiving services from community action that maintain an independent living situation as a result of those services.			
A. Senior Citizens (55 or older)	75		
B. Individuals with Disabilities	25		
NPI 6.2: EMERGENCY ASSISTANCE – The number of low-income households served by community action that sought emergency assistance, and the number who received assistance, including services such as:			
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	**WORKPLAN** **Total Number of Households Expected to Achieve Outcome**	**Number of Households**	
		Seeking Assistance	**Received Assistance**
A. Food (Households)	0		
1) Receive emergency/supplemental food from food pantry, commodities, vouchers, community farming, etc.	0		
2) Senior congregate meal programs	0		
3) Meals on Wheels	0		
4) Summer Nutrition Program	0		

ATTACHMENT C – Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	WORKPLAN Total Number of Households Expected to Achieve Outcome	Number of Households at or Below 125% of Poverty Seeking Assistance	Number of Households at or Below 125% of Poverty Receiving Assistance
B. Emergency Vendor Payments	355		
1) Home Energy Assistance funded by Low-Income Home Energy Assistance	0		
2) Home Energy Assistance funded by public or private funds other than LIHEAP	0		
2) Water Bill Assistance	30		
3) Rent or Mortgage Assistance	325		
C. Temporary Shelter (motel, shelter placement, etc.)	0		
D. Emergency Medical Care	150		
E. Protection from Violence	0		
F. Legal Assistance	0		
G. Transportation	0		
H. Disaster Relief	0		
I. Clothing	0		
J. Provide translation assistance in order for person to receive emergency services.	25		

ATTACHMENT C – Workplan and Quarterly Report Form
FY 2007-2008 Florida Outcomes for Community Action System (FOCAS)
Community Action Goal 6 (Family) – *Low-Income People, Especially vulnerable populations, Achieve Their Potential by Strengthening of Family and Other Supportive Environments*

Agency Name:

FOCAS Outcomes Catalog	2	3	4
Goal 6: Low-Income People Especially Vulnerable Populations Achieve Their Potential by Strengthening Family and Other Supportive Systems 6.1 Independent Living 6.2 Emergency Assistance 6.3 Child and Family Development	**WORKPLAN** **Total Number of People Expected to Achieve Outcome**	**Number of People** **People Enrolled in Program(s)**	**People Achieving Outcome**
NPI 6.3: CHILD AND FAMILY DEVELOPMENT – The number of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs that achieve program goals, as measured by one or more of the following:			
A. Infant and Child			
1) Infants and children obtain age appropriate immunizations, medical and dental care.	0		
2) Infants and children health and physical development are improved as a result of adequate nutrition.	0		
3) Children participate in pre-school activities to develop school readiness skills.	0		
4) Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade.	0		
B. Youth			
1) Youth improve physical health and development.	0		
2) Youth improve social/emotional development.	0		
3) Youth avoid risk-taking behavior for a defined period of time.	0		
4) Youth have reduced involvement with criminal justice system.	0		
5) Youth increase academic, athletic or social skills for school success by participating in before or after school programs.	0		
C. Adult			
1) Parents and other adults learn and exhibit improved parenting skills.	0		
2) Parents and other adults learn and exhibit improved family functioning skills.	0		

CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS

A. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable laws and local rules, including, but not limited to: The Omnibus Budget Reconciliation Act of 1981, (Public Law 97-35, as amended), Administrative Rule Chapter 9B-22, Florida Administrative Code, and Title 45 C.F. R. Part 96. Department of Health and Human Services regulations codified in Title 45 of the Code of Federal Regulations are applicable:

1. Part 16 - Department Grant Appeals Board
2. Part 30 - Claims Collection
3. Part 75 - Informal Grant Appeals Procedure
4. Part 76 - Debarment and Suspension from Eligibility for Financial Assistance.

   Subpart F. Drug-Free Workplace
5. Part 93 - New Restrictions on Lobbying
6. Part 96 - Block Grants

B. FUNDING AVAILABILITY FOR EXPENDITURE

Funds are available for expenditure in accordance with Title VI of Public Law 97-35 as amended by P.L. 105-277, 45 CFR Part 96, OMB Circular A-87, and the laws and procedures applicable to the Community Services Block Grant Program. The Community Services Block Grant program is authorized and funded through the United States Department of Health and Human Services.

C. PROJECTS OR PROGRAMS FUNDED IN WHOLE OR PART WITH FEDERAL MONEY

The Recipient assures, as stated in Section 508 of Public Law 103-333, statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

(1) the percentage of the total costs of the program or project which will be financed with Federal money,

(2) the dollar amount of Federal funds for the project or program, and

(3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

D. PROGRAM INCOME

Program income is gross income received that is directly generated by the federally-funded project during the grant period. The recipient may apply program income, excluding interest income, to meet matching requirements, or may reprogram it for eligible program activities. The amount of program income and its disposition must be reported to the Department on the monthly financial status reports and at the time of submission of the final close-out report.

E. INTEREST FROM CASH ADVANCES

Non-profit Recipients shall invest cash advances in compliance with section .22 of OMB Circular A-110 as revised. Local Governments shall invest cash advances in compliance with section .21 (h) (2) (i) of the Common Rule. All Recipients shall maintain advances of Federal funds in interest-bearing accounts, unless the following applies:

(1) NON-PROFITS ONLY:

(a) The Recipient receives less than $120,000 total from all federal awards per year.

(b) The best reasonably available interest bearing account would not be expected to earn interest in excess of $250 per year on Federal cash balances from all Federal awards received each year.

(c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resource. Interest earned off cash advances shall be reflected on the monthly financial status report and the close-out reports.

(2) LOCAL GOVERNMENTS

Except for interest earned on advance of funds exempt under the Intergovernmental Cooperation Action (31 U.S.C. 6501 et. seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and sub-grantees shall promptly, but at least quarterly, remit interest earned on advances to the Federal agency. The grantee or sub-grantee may keep interest amounts up to $100 per year for administrative expenses for all interest accrued from all federal awards received. The interest maintained for administrative expenses must be proportionate to the program's contribution to the interest earned.

F. MODIFICATIONS

(1) The Department shall not be obligated to reimburse the Recipient for outlays in excess of the funded amount of this Agreement unless and until the Department officially approves such expenditures by executing a written modification to the original contractual Agreement.

(2) The following conditions will govern modifications to this agreement:

(a) An unlimited budgeted amount may be moved from any line item to the direct client assistance line item without written departmental approval. These changes will become effective upon the Department receiving and accepting an accurate amended budget summary, budget detail, workplan and workplan summary reflecting these changes.

(b) With the exception given in (a) above, all requests for modifications to increase or decrease any line item by more than 20% must be submitted to the Department for approval thirty (30) days prior to the anticipated implementation date. Failure to meet this time frame may result in reimbursement delays. The Recipient must use a CSBG modification package, approved by the Department, which includes an amended budget summary, budget detail, work plan and work plan summary. 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.

(c) Modifications to increase or decrease any line item by less than 20 percent, may be made without the Department's written approval. These changes will become effective upon the Department receiving and accepting as accurate an amended budget summary, budget detail, work plan and workplan summary reflecting these changes.

(d) Only unobligated funds may be transferred from one line item to another line item.

(e) Budget changes must not result in over expenditure of the amounts stated in section (17)(a) of this agreement, nor the limits set for administrative or secondary administrative expenses.

G. MATCH REQUIREMENTS

(1) The Recipient shall match the CSBG funds identified in Section (17)(a) by an amount equal to at least 20 percent of the funds received. Not less than 10 percent of the match shall be in cash. That is, the Recipient shall supply a cash match equal to at least 2 percent of the CSBG funds expended. In-kind match sources shall absorb the balance of the overall minimum 20 percent requirement.

(2) The Recipient shall provide as matching funds for services under this Agreement the amounts reflected in Attachments B-1, Budget Summary and B-3, Budget Detail.

(3) Sources of matching funds and expenditures for all funds under this Agreement shall be governed by the Budget Summary, Attachment B of this Agreement. CSBG funds may not be used in part or in whole to meet the two percent cash match requirement.

H. CSBG CLIENT ELIGIBILITY AND CLIENT RECORDS

(1) The Recipient shall certify that each household receiving CSBG funded services is income eligible. The sum of all countable income from all household members must be used in determining eligibility. The total household income cannot exceed 125 percent of the current Office of Management and Budget Poverty Guidelines. A "household" is an individual or group of individuals living together as one economic unit. The Recipient must maintain income documentation that is no more than one year old of all household income sources. In the event that the applicant cannot provide income documentation, the Recipient shall require the applicant to provide a signed certification of eligibility to attest to the applicant's verbal declaration of total household income. This certification must specify the

reasons that no current documentation can be supplied by the applicant and a statement of how the applicant is providing for his/her basic needs.

(2) The Recipient will maintain a separate record for each CSBG client which includes at least the following data: name, address, sex, race, age, income amount and method of verification for each member of the client's household, date client was interviewed, services provided to the client and documentation of any denial of client services. All CSBG assistance applications must be signed by the client and by the Recipient's representative.

(3) Recipients are required to have written applicant appeal procedures. Any applicant denied CSBG services must be provided a written notice of the denial which includes the appeals process and the reason(s) for the denial. In cases where the denial is for lack of documentation, the agency must explain what specific documents are required in order for the applicant to reapply for services.

(4) All records, correspondence, employee time sheets, board minutes, board meeting notices and other documents related to CSBG funded activities shall be available for public inspection during normal business hours.

I. MONITORING

(1) The Recipient shall allow the Department to carry out monitoring, evaluation and technical assistance and shall ensure the cooperation of its employees, and of any sub-recipients with whom the Recipient contracts to carry out program activities.

(2) Training and technical assistance shall be provided by the Department, within limits of staff time and budget, upon request by the Recipient and/or upon determination by the Department of Recipient need.

J. BONDING

(1) Non-Profit Organizations: The Recipient agrees to purchase a blanket fidelity bond covering all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond must cover each officer, employee and agent up to an amount which is equal to at least one-half of the total CSBG contract amount.

CSBG
ATTACHMENT D
PROGRAM STATUTES AND REGULATIONS

(2) Local Governments: The Recipient agrees to purchase a fidelity bond in accordance with Section113.07, Fla. Stat. The fidelity bond must cover all officers, employees and agents of the Recipient holding a position of trust and authorized to handle funds received or disbursed under this Agreement.

CSBG
ATTACHMENT E
REPORTS

A. Annual reports

(1) Within 45 days after the end of the Agreement, the Recipient shall submit the CSBG Close-out Report, including the CSBG Final Financial Report, a refund check for any unspent funds, and the CSBG Final Program Report.

(2) Recipients will complete and submit the National Association of State Community Services Programs (NASCSP) information survey. The Recipient will be notified in writing of the due date.

B. Monthly reports - The CSBG Monthly Financial Status Reports must be provided to the Department no later than the twenty-first (21st) day of each month following the end of the reporting period regardless of whether or not funds were expended.

C. Quarterly Reports - The CSBG quarterly program reports must be provided to the Department no later than the twenty (20) working days following the end of the last month of the quarterly reporting period.

D. Board Minutes - Official approved minutes from all CSBG Board of Directors' meetings must be provided to the Department no later than 15 days from the date of the meeting at which they are approved.

E. Monitoring Report Responses - A written response to all monitoring report findings and/or concerns must be provided to the Department no later than 35 days from the date of the monitoring report.

F. Board Roster - When board members or officers change, the Recipient within 30 days will provide a revised board roster to the Department. The board roster format which was included with the contract documents and instructions should be used to provide the Department with the following information:

Name of Board Member

Mailing Address separate from agency address (No post office box numbers)

Telephone Number, Fax Number

E-Mail Address

Cell Phone number if available

Sector Represented

Beginning and Ending dates of term

Total number of years on the board

CSBG
ATTACHMENT F
PROPERTY MANAGEMENT AND PROCUREMENT

G. Upon reasonable notice, the Recipient shall provide additional program updates or information as may be required by the Department, including supporting or source documentation for any reports identified in this section.

H. The reports shall be submitted to:

Ms. Hilda Frazier, Planning Manager
Florida Department of Community Affairs
Division of Housing & Community Development
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Recipient shall comply with property management standards for non-expendable property equivalent, at a minimum, to OMB Circular A-102, revised or OMB Circular A-110, revised, Subpart C, Post Award Requirements, and the awarding federal agency's "Common Rule."

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

A. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

B. Interest of Members, Officers, or Employees of Recipient, Members of Local Governing Body, or Other Public Officials

No member, officer, or employee of the grantee, or its delegates or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract, subrecipient agreement or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The grantee shall incorporate or cause to be incorporated in all such Agreements, a provision prohibiting such interest pursuant to the purposes of this subsection. No board member, officer or employee will be permitted to receive any remuneration or gift in any amount. Board members may receive travel expenses in accordance with s. 112.061, Florida Statutes.

C. Nepotism

The grantee agrees to abide by the provisions of s.112.3135, Florida Statutes, pertaining to nepotism in their performance under this Agreement.

D. CSBG Assurances

The grantee hereby assures and certifies as a condition of receipt of Community Services Block Grant funds, that it and its subrecipients will comply with the applicable requirements of Federal and State laws, rules, regulations, and guidelines. As part of its acceptance and use of CSBG funds, the grantee assures and certifies that:

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(1) The grantee possesses the legal authority to apply for the grant, and that the contract proposal has been approved by the grantee's governing body, including all assurances contained herein.

(2) The grantee will use all CSBG funds to provide services and activities having measurable and potentially major impact on causes of poverty in the community. Funds not used during the contract period will be returned to the Department of Community Affairs with the close-out report on or before the due date.

(3) In the case of a Community Action Agency, non-profit private organization or unit of local government (eligible entity), the recipient assures and provides documentation that its Community Services Block Grant board is constituted so that:

(a) One-third of the members of the board are elected public officials, holding office on the date of selection, or their representatives, except that if the number of such elected officials reasonably available and willing to serve on the board is less than 1/3 of the membership of the board, membership on the board of appointive public officials or their representatives may be counted in meeting such 1/3 requirement. Letters reaffirming the delegation, signed by the elected officials, shall be required each year regardless of the number of years the terms run. Upon the request of the Department, Recipients providing services in multi-county areas are required to submit to the Department a plan to assure representation of every county served. When an entity expands to include a new county into its service area, the new county must be represented on the board by an elected public official or his designee for the first two years.

(b) Not fewer than one-third of the members of the board are persons chosen in accordance with democratic selection procedures adequate to assure that they are representatives of the low income individuals and families in the neighborhood served. Each representative of the low-income sector selected to represent a specific neighborhood within the community must reside in the neighborhood served. The Recipient will define what constitutes a neighborhood.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(c) The remainder of the members of the board are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served. Interest groups are organizations with non-profit status, incorporated and registered with the Office of the Florida Secretary of State. Agency bylaws shall specify categories or interest groups represented by each member. In no case shall bylaws be acceptable that do not specify membership categories as indicated.

(d) The board of directors will fully participate in the development, planning, implementation, and evaluation of the CSBG program to serve low-income communities.

(e) Procedures will be in place which will allow low-income individuals, community organizations and religious organizations to petition for adequate representation on the board if they feel inadequately represented.

(4) In the case of eligible entities (as defined in Rule Chapter 9B-22, Florida Administrative Code) and migrant and seasonal farm worker organizations, the Recipient assures that all board of directors meetings are timely noticed at least seven (7) days but not more than thirty (30) days prior to the date on which the meeting is scheduled. Such notices must be given by sending meeting information to local media (newspapers, radio, etc.) with a copy on file with the Recipient for inspection by the Department. These meetings must be open to the public and held by the Recipient's board, whose composition must comply with requirements as set forth in Public Law 97-35 and in Administrative Rule Chapter 9B-22, Florida Administrative Code. If immediate danger to the public health, safety or welfare occurs requiring emergency action by the board, a board meeting may be scheduled by any procedure that is fair under the circumstances and necessary to protect the public interest.

(5) The Recipient will provide for coordination among anti-poverty programs in each community and, where appropriate, with emergency energy crisis intervention programs under Title XXVI of the Low-Income Home Energy Assistance Act conducted in each community.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(6) The Recipient possesses the sound fiscal controls and fund accounting procedures necessary to adequately safeguard the assets of the agency, check the accuracy and reliability of accounting data, promote operating efficiency and maintain compliance with audit procedures and prescribed management policies of the agency.

(7) The Recipient will permit and cooperate with Federal and State investigations designed to evaluate compliance with the law. The Recipient will notify the Department in writing immediately of any allegations or acts pertaining to fraud or the misuse of CSBG funds.

(8) The Recipient will give the Department, the Auditor General or any authorized representative complete access to examine all records, books, papers or documents related to all fiscal and program operations of the grant, including those of any sub-recipient.

(9) The Recipient will comply with non-discrimination provisions, in accordance with Florida Statutes; section 678(F)(c)(1) of Public Law 97-35, as amended; Titles VI and VII of the Civil Rights Act of 1964; and 45 C.F.R. Parts 84, 86 and 90.

(10) The Recipient will comply with the match requirements of this Agreement and maintain verification of type and source.

(11) The Recipient will comply with section 678(F)(a)(1) of Public Law 97-35, as amended, which prohibits use of CSBG funds for purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or other facility.

(12) CSBG administrative expenses shall not exceed 15 percent of the total final CSBG expenditures (match excluded) at close out. Any amount in excess of this limit shall be refunded to the Department at time of contract close out.

(13) If secondary administrative expenses are requested, the following conditions must be met:

(a) CSBG Budget and Secondary Administrative Expenses, Attachment B and Scope of Work/Workplan, Attachment C must document how these expenses will be used to support eligible CSBG Community Action Plan activities.

(b) The administrative expenses of the secondary grant source must be fully utilized prior to using CSBG funds for secondary administrative expenses.

(c) CSBG funds may not be used to increase administrative expenses for a secondary grant source above 15 percent of the secondary grant source's total grant amount.

(d) Only the Recipient is eligible for these funds. Secondary administration may not be claimed or used by sub-recipients.

(e) All contracts and fiscal expense documentation related to the grant sources for which secondary administration is claimed must be made available to the Department upon request.

(f) Audit costs, travel and associated dues are not allowable secondary administrative expenses.

(g) Under no circumstances shall secondary administrative expenses be approved for costs already covered by the secondary grant source, nor for any other administrative costs exceeding the total of 15 percent of the total secondary grant source budget.

(14) If the Recipient administers a transportation program, it will comply with Chapter 427, Florida Statutes, so that it will coordinate with the appropriate transportation provider(s).

(15) The CSBG application and all its attachments, including budget data, are true and correct.

(16) In accordance with section 678F(b)(1)(2)(A)(B)(C) of Public Law 97-35, as amended, the Recipient will prohibit any political activities by the Recipient or employees in accordance with the Hatch Act restrictions on political activity.

(17) In accordance with section 678(G)(a) of Public Law 97-35, as amended, the Recipient may conduct drug testing on CSBG program participants. If the Recipient does so, it must inform participants, who test positive, and refer them to treatment facilities.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(18) In accordance with section 678G(b) of Public Law 97-35, as amended, the Recipient assures that it will inform custodial parents in single parent homes who participate in CSBG-funded programs about the availability of child-support services and refer them to the appropriate state and local child support offices.

(19) In accordance with section 676(b)(11) and section 676(b)(3) of Public Law 97-35, as amended, the Recipient must provide the Department with an agency Community Action Plan that consists of the following:

(a) A community needs assessment (including food needs);

(b) A description of the service-delivery system targeted to low-income individuals and families in the service area;

(c) A description of how linkages will be developed to fill identified gaps in services through information, referral, case management, and follow-up consultation;

(d) A description of how funding under this Act will be coordinated with other public and private resources; and

(e) A description of outcome measures to be used to monitor success in promoting self-sufficiency, family stability, and community revitalization.

(20) The Recipient assures that the Workplan, Attachment C to this agreement is consistent with the most current Community Action Plan officially adopted by the Recipient's board of directors.

(21) The Recipient agrees to comply with Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and

contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.

(22) The Recipient assures that the above language contained in Section (21) of Attachment G of this Agreement will be included in any sub-contracts which contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1000 per day.

(23) The Recipient assures, as stated in Section 507 of Public Law 103-333, that to the extent practicable, all equipment and products purchased with funds made available in this Act should be American made.

(24) The Recipient agrees to adhere to a provision of section 675C(a)(3) of Public Law 97-35, as amended and the FY 2006-2007 CSBG State Plan regarding the recapture of unobligated funds. Funds allocated in this contract and not obligated by the Recipient during the contract period, will be returned to the Department at the time of close out. Unobligated funds in excess of 20 percent of the amount allocated to the Recipient will be surrendered to the Department. The balance of unobligated funds up to 20 percent will be re-contracted to the Recipient during the next contracting cycle.

(25) Each Recipient receiving an allotment for a fiscal year shall adhere to the Application and Plan assurances set forth in section 676 of Public Law 97-35, as amended.

(26) This Agreement has been approved by the Recipient's governing body by official action, and the officer who signs it is duly authorized to do so.

(27) The Recipient shall secure and maintain an internet computer service and notify the Department of their e-mail address.

CSBG
ATTACHMENT G
STATEMENT OF ASSURANCES

(28) The Recipient shall develop a Memorandum of Understanding with all Work Force Florida, Incorporated boards in their service area. The Memorandum of Understanding shall detail cooperative workforce training and employment efforts and shall describe the actions that will be taken by both parties to assure the coordination and partnership of the CSBG program and Work Force Florida, Incorporated "One-Stop" delivery system, services and information.

(29) When providing rental or mortgage assistance with CSBG funds, the Recipient will secure either a rental/lease agreement or mortgage documentation and place a copy of the documentation in the client's file.

CSBG
ATTACHMENT H
SPECIAL CONDITIONS

A. The Recipient and its sub-recipients shall comply with the following special conditions:

None.

B. Failure of the Recipient or its sub-recipients to comply with the special conditions under this Agreement shall be cause for the immediate suspension of payments, and may be cause for the immediate termination of this Agreement.

CSBG
ATTACHMENT I

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, _____N/A_____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

_____
Contractor's Name

_____
Recipient's Name

By_____
Signature

_____
Name & Title

_____
DCA Contract Number

_____
Street Address

_____
City, State, Zip

_____
Date

CSBG
ATTACHMENT J
WARRENTIES 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

(2) Records that identify adequately the source and application of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated 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 expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures for determining the reasonableness, allocability and allow ability of costs in accordance with the provisions of the applicable cost principles and the terms and conditions of this grant.

(6) 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 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 offer 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 offer or 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 public grant 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 subcontracts. 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.

CSBG
ATTACHMENT J
WARRANTIES AND REPRESENTATIONS

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 __**7:30**__ a.m. to __5:00__ p.m. Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient or any sub recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

CSBG
ATTACHMENT K
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:
CONTRACT #____

Indicate by checking one of the boxes below, if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16)(a)(b), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the recipient within the initial three months.

[ ] NO ADVANCE REQUESTED	[X] ADVANCE REQUESTED
No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.	Advance payment of $ $51,103.00 _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

	DESCRIPTION	(A) FFY 2005	(B) FFY 2006	(C) FFY 2007	(D) Total
1	INITIAL CONTRACT ALLOCATION	$223,589	$226,115	$230,056	$ 679,760
2	FIRST THREE MONTHS CONTRACT EXPENDITURES[1]	$33,373.51	$90,282.02	$27,180.38	$150,835.91
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)	14.93%	39.93%	11.81%	22.18%

[1] Start with the month in which any contract funds were expended. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

22.18%	X	$	$230,401	=	$51,103.00
Cell D3			CSBG Award (Do not include match)		MAXIMUM ADVANCE

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] **Recipient has no previous CSBG contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.**

[ ] **Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above. Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.**

ESTIMATED EXPENSES

BUDGET CATEGORY	2007-2008 Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

FY 2007-2008 CSBG CONTRACT PROPOSAL APPLICATION CHECKLIST

	REQUIRED MATERIALS CONTRACT PROPOSAL PACKAGE (Submit 3 complete contract packages including:)	Recipients	All Sub-Recipients
	Page 10 completed	x	
	Page 18 signed by an authorized official. **3 original signatures.**	x	
	Attachment A, Recipient Information completed.	x	
	Attachment B-1, Budget Summary	x	
	Attachment B-2, Sub-Recipient Information form for each Sub-Recipient	x	x
	Attachment B-3, Budget Detail	x	
	Attachment B-4, Secondary Administrative Expenses	x	
	Attachment C, Scope of Work/Workplan	x	
	Attachment I, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion of each Sub-recipient		x
	Attachment J, Warranties and Representations	x	
	Attachment K, Justification of Advance Payment	x	
	REQUIRED SUPPORTING DOCUMENTS (submit 1 copy of each document)	Recipients	All Sub-Recipients
	Signature authority: A. Private Non-profit agencies: Certificate of Corporate Resolution if someone other than the Board chair signs contracts. B. Local Governments: If signed by anyone other than the chair of the government board, documentation of the signer's authority to sign for the chair.	x	
	Fidelity Bond Documentation - See Attachment D, Section J.	x	
	Certification of Current Incorporation. (private non-profit agencies only)	x	
	Outreach Offices (Include street addresses and telephone numbers.)	x	x
	Current Board of Directors Roster - Board Composition including by Private, Public and Poor Sectors the member's name and entity represented (if any), board officers, beginning and ending date of each member's current term on the board and that of the officers, and the year in which the member was first seated on the board.	x	
	Copy of Memorandum of Understanding with local Work Force Florida, Inc. board. See Attachment G , Section (28).	x	
	Approved Indirect Cost Plan Rate Schedule (for those entities with an approved indirect cost plan)	x	
	If secondary administration funding is requested, documentation of the secondary program's administration expenses limit and the agreement budget between the secondary program and the CSBG agency.	x	
	For agencies reporting sub-recipient agreements, copies of the sub-recipient agreement as required in Section 14 (C) – Sub Contracting	x	x
	Non-Profit and Public CSBG Entities: A copy of the minutes from the CAP board meeting at which the contract was reviewed, discussed and approved.	x	

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

Memorandum of Understanding

TO PROVIDE FOR THE
MANAGEMENT, SUPERVISION AND COORDINATION
OF THE WORKFORCE CENTRAL FLORIDA ONE-STOP SYSTEM

I. INTRODUCTION:

The Workforce Investment Act, signed into law by the President on August 7, 1998 establishes a One-Stop service delivery system to unify the numerous workforce development programs into a coordinated, integrated, service delivery system that eliminates unwarranted duplication and provides a "no wrong door" approach to service delivery for those seeking to enter or return to the workforce and employers seeking new hires. As stated in the Act, this system will "increase the employment, retention and earnings by participants, and as a result improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation."

To accomplish this, Section 121 of the Act requires that the local Workforce Investment Board develop and enter into a memorandum of understanding with mandatory one-stop partners which are identified by the programs / activities they administer. This document is that required memorandum of understanding.

II. PARTIES TO THE MEMORANDUM.

This Memorandum of Understanding is entered into, by and between:

A. Individual One-Stop Partner: Seminole County, hereinafter referred to as "Partner", as the agency responsible for delivering employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et. Seq.).

B. Central Florida Regional Workforce Development Board d/b/a Workforce Central Florida, hereinafter referred to as "WCF", as the regional Workforce Development Board under the Workforce Investment Act (WIA) and the Welfare-to-Work Act, the WAGES Coalition under the Florida WAGES Act, and the designated administrative entity and fiscal agent for these funding sources.

III. PURPOSE OF THIS MEMORANDUM.

A. To identify and describe the services to be provided by the Partner and the One-Stop System;

B. To specify methods of referral and unified service provision between the Partner and WCF.

IV. **ATTACHMENTS.** The following documents are hereby incorporated in this Memorandum of Understanding by attachment and made a part thereof:

Attachment A – One Stop Partner Services and Programs

V. **MANAGEMENT AND ADMINISTRATIVE RESPONSIBILITIES OF WORKFORCE CENTRAL FLORIDA (WCF).**

A. Executive Functions

1. Guidance and Technical Assistance: WCF shall provide and, when necessary, interpret the Act, regulations, and state and Board policy as they pertain to the Central Florida One-Stop system and provide guidance and technical assistance on same;
2. Interagency Coordination: WCF shall ensure that all partners are routinely informed of One-Stop System implementation, goals, progress, problems and any other matters requiring attention through regular meetings, newsletters, etc.;
3. Strategic and Business Planning: WCF shall be responsible for the development and dissemination of a biennial business plan and the System's long-term strategic plan. WCF shall ensure that the plans are followed in all material respects, including advising the Board when modifications are necessary;
4. Operational Oversight: WCF shall ensure that One-Stop System outcomes are measured on a regular basis and report to the Board the extent to which performance standards are met, not met, or exceeded, to include analyses of factors affecting those outcomes; and
5. Continuous Improvement: WCF shall develop and implement various research methodologies to ascertain customer satisfaction and the effectiveness and efficiency of the One-Stop delivery system. The results of this research with accompanying recommendations shall be distributed to the One-Stop system for implementation of corrective actions, including staff training. Note, no survey instrument will be developed and issued by any partner to the One-Stop to determine customer satisfaction with the services provided in the One-Stop. The survey of customers shall rest solely with WCF.

B. Financial Management

1. WCF shall establish and maintain fiscal controls and accounting procedures adequate to permit the tracing of funds to a level of expenditure necessary to demonstrate that funds were used for authorized purposes, and to prepare required reports;
2. WCF will prepare an annual operating budget for the One-Stop System, including both contract funds and other (cash and non-cash) resources made available through resource sharing memoranda;
3. WCF will analyze costs of the One-Stop system at year-end and determine if the resource sharing memoranda adequately represent a proper allocation of costs. WCF will prepare and present to the Board a corrective action plan in the event of significant variances in material costs;
4. WCF will prepare and make available to the Board of Directors, at least quarterly, a financial statement presenting the financial condition of the corporation, together with an aggregate expenditure report showing month-to-date and year-to-date expenditures and variances from budget projections. WCF shall also prepare ad hoc financial status reports as requested by the Board; and
5. WCF shall serve as the purchasing and leasing agent for capital equipment acquisitions for the One-Stop Centers, approving acquisition requests from the various centers, selecting vendors for lease or purchase, and receiving and inventory control.

C. Facilities and Property Management

1. WCF shall serve as the facilities leasing coordinator for the One-Stop Centers, responsible for negotiating WCF-held leases and lease-hold improvements, and for assisting and advising on non-WCF-held leases with respect to layout, usage, and compliance with lease terms and conditions; and
2. WCF shall serve as the property manager for the One-Stop Centers, responsible for the inventory control of all purchased, leased or loaned capital equipment, furnishings and supplies to be used in the One-Stop Centers.

D. Outreach, Recruitment and Public Information Services

WCF shall provide a full range of public information, including brochures, pamphlets, videos, web pages, and public service announcements, regarding the services, programs and

benefits of the One-Stop System, encouraging the use of and participation in both universal and eligibility-based services.

VI. RESPONSIBLITIES OF ONE-STOP OPERATOR

A. General: The designated One Stop Operator shall be responsible for implementing and coordinating the program design and service delivery strategies developed by the Board which will be employed at the One-Stop System Centers, including the appointment of the individual One-Stop Career Center Managers and providing functional supervision of all staff located in each of the One-Stop Centers.

B. Coordination of Program Staff Development and Training: The One Stop Operator shall implement a continuous improvement plan that regularly assesses the training and development needs of the staff of the One-Stop Centers, in all areas of program design and service delivery, and coordinate the delivery of such training and development through seminars, workshops and other appropriate interventions.

C. Employer Services: In coordination with other Partners, the One Stop Operator shall provide direct services to area employers, to include securing job orders, applicant screening and testing, on-the-job and customized training, and labor market information.

D. Reporting: The One Stop Operator shall provide monthly, quarterly and year end reports of actual outcomes as compared to goals for each One-Stop Center and for the system as a whole. To accomplish this task, the One Stop Operator shall coordinate with all partners located within the One-Stop Centers to gather information, identify problems, develop corrective actions, and implement those corrective actions.

E. Referral to Training: The One Stop Operator shall issue Training Scholarships to only those Training Vendors and occupational areas included on the Central Florida Approved Training Vendor Matrix.

F. Referral to other services and activities: In the delivery of Core and Intensive services the One Stop Operator shall refer customers who have identified a need for the services and acitivities provided by the Partner to the appropriate Partner office.

VIII. TERM

This Memorandum of Understanding shall commence upon signature of both parties and remain in effect until it is terminated by either party to the agreement with thirty days written notifice. WCF may terminate this Memorandum of Understanding without thirty days notice when it has determined that the Partner has failed to fulfill the terms of this agreement or has violated any stipulations of this memorandum.

IX. MODIFICATION

This Memorandum of Understanding and its attachments contain the the entire agreement of the parties. It supersedes all previous written or oral agreements between the parties.

This Memorandum of Understanding may be modified through the mutual agreement of the parties involved by either party providing thirty days written notifice to the other party of the intent to modify. This notice must include a complete description of the portion or portions of the MOU to be modified and the proposed effective date of the modification. No modification, addition or deletion of this Memorandum of Understanding shall be valid unless the same be in writing and signed by the parties hereto.

XI. SIGNATURES

By signing this Memorandum of Understanding, both parties agree to the provisions contained herein and represent that they are duly authorized to execute this agreement.

Seminole County Board of County Commissioners

Signature

Darryl McLain
Chair

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

Signature

Gary J. Earl
President

Attachment A – One-Stop Partner Services and Programs

Vision of WCF: To ensure that the Central Florida One-Stop system effectively carries out the mandates of the Workforce Investment Act, the following general goals / vision are established and agreed to by the Partners located in the One-Stop Centers, including the Central Florida One-Stop Operator. The Central Florida One-Stop Career Centers system shall:

- maintain a customer-focused service delivery where providing excellent customer service is the primary concern;
- offer "value added" services;
- provide services where function, not funding source, is evident;
- maximize cooperation among the partners;
- encourage operational collaboration by stressing the importance of all staff being champions of collaboration;
- emphasize cross training of all staff;
- strive to exceed all goals of each of the Partners located within a One-Stop Center;
- effectively monitor performance through various tracking and reporting mechanisms;
- endeavor to consolidate all possible "systems" including the state MIS, tracking of services and outcomes, reporting, etc. and work toward common definitions, tracking criteria, goals and measures across programs;
- embrace the concept of continuous quality improvement;
- advocate for simplified eligibility requirements and documentation of such across programs and the elimination of statutory and regulatory barriers to effective service delivery; and
- assist in the planning process and the evaluation of the One-Stop system for the Central Florida Workforce Development region.

Further obligations of the One-Stop Centers:

1. Provide services and / or training as funding is available and those customers are eligible for such.

2. Provide services and job placement assistance to those customers who are referred by the Partner.

3. Maintain a One-Stop Center system that is conveniently located to the customers in the region.

4. Provide space for staff of the Partner to meet with joint customers as space is available.

Obligations of the Partner:

1. The partner will retain responsibility for the interpretation of respective law and regulations, and the specific delivery, reporting, monitoring, MIS entry, audit and audit resolution functions of the programs / activities they are responsible for administering.

2. The Partner agrees to participate in the periodic regional partner meetings for the purpose of improvement in service delivery, communication, etc.

3. The Partner agrees to allow its staff to attend cross training seminars provided by other partners and the One-Stop Operator and to provide training to other Partners and the One-Stop Operator for the purpose of mutual education.

4. The Partner agrees to use the "One-Stop" phrase only in conjunction with the Central Florida One-Stop Career Center system operated by the WCF and to submit for prior approval by the WCF all material using said phrase in information intended for public consumption.

5. The Partner will designate one of its senior staff to be the point of contact for the One-Stop Operator and WCF. This point of contact should have the experience and authority to react and provide input for the Partner.

6. The Partner agrees to provide the following specific program services / activities:

A. Determining eligibility for any fund specific activities / programs operated by the Partner for customers referred from the One-Stop Operator.

B. Making appropriate referrals of interested individuals to the One-Stop Centers for activities and services that are available under the Workforce Investment Act, welfare transition program, and/or Welfare-to-Work program.

C. Providing information, applications, promotional materials, etc. for use in the One-Stop Centers for customers who may be in need of the services / activities provided by the Partner. Placing One-Stop Career Center promotional materials and information throughout the appropriate offices of the Partner.

D. The Partner's staff contact will advise others within the Partner's organization about the services available at the One-Stop, the delivery of those services, and other pertinent information.

E. Assisting the One-Stop with providing follow along services to those referred to the One-Stop Centers to ensure training completion, job placement and continued employment for at least 90 days.

G. Providing technical assistance as requested to WCF and its committees on matters relating to employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et. Seq.) and other regional workforce education and training needs.

Miscellaneous

Any disputes that arise between the Partner and other Partners in the One-Stop or with the One-Stop Operator should be resolved at the lowest level possible. If unable to resolve the dispute, the Partner should bring the situation to the attention of the One-Stop Operator's Project Director. If resolution is still not achieved the Partner and the One-Stop Operator's Project Director shall meet with WCF.

The One-Stop Operator shall identify any issues, problems or concerns related to customer services and / or specific Partner agencies, which negatively affect the goals and vision of the Central Florida One-Stop system, work with the Partner to resolve these issues, develop recommendations to resolve the situation and submit these recommendations to the WCF for approval.

SEMINOLE COUNTY COMMUNITY ASSISTANCE

534 West Lake Mary Blvd. Sanford, FL (407) 665-2360
FAX (407) 665-2358

APPLICATION HOURS: 7:30 –9:30 am, MON - THURS

APPLICATIONS NEED TO BE COMPLETED BEFORE 9:30 am

NO FOLLOW-UPS

SATELLITE OFFICE

108 Sausalito Blvd. Casselberry, FL (407) 665-3420
FAX (407) 665-3419

APPLICATION HOURS: 8:00 –10:00 am, MON - THURS

MUST HAVE AN ESTABLISHED SEMINOLE COUNTY RESIDENCE

RENT – UTILITIES

To determine eligibilty for assistance, you need:

1. **Proof of Seminole County residency.** (Current utility bill **AND** rent/lease agreement or mortgage statement).
2. **Valid Photo I.D.** (Driver's License or I.D. card).
3. **Social Security Cards for all household members.** (Will accept two-page letter from Social Security stating you have applied for a card or replacement card with verfication of Social Security Number).
4. **Proof of all income in the household for the past 3 months.** This includes AFDC, Food Stamps, Child Support, SS, SSI, VA, Pensions, as well as all earnings).
5. **Reason and verfication of loss of income.** (Must be recent loss of income – past 3 months – such as loss of work or medical reason).
6. **Utility Cut-Off Notice** (Electricity, water, or gas).
7. **Late Rental Notice** (Must have 3-day notice).
8. **Must have receipts for unexpected expenses** (Credit card charges not considered).

NO CASE WILL BE APPROVED WITHOUT ALL DOCUMENTATION

CSca0607RENTUTILITIESGreen

ACORD™ EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/27/07

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE, AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER NAME, CONTACT PERSON AND ADDRESS

PHONE (A/C, No, Ext): 1-800-524-0191
FAX (A/C, No):
E-MAIL ADDRESS:

Arthur J. Gallagher Risk Management Services, Inc.

7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819

CODE: SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY NAME AND ADDRESS

Princeton Excess & Surplus Lines Ins

NAIC NO: 10786

IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH

NAMED INSURED AND ADDRESS
Seminole County BOCC

200 W County Home Road

Sanford, FL 32773

LOAN NUMBER:

POLICY NUMBER: G1 A3 EX0000046-00

EFFECTIVE DATE: 10/01/06

EXPIRATION DATE: 10/01/07

☐ CONTINUED UNTIL TERMINATED IF CHECKED

ADDITIONAL NAMED INSURED(S):

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (Use additional sheets if more space is required)

LOCATION/DESCRIPTION

COVERAGE INFORMATION

CAUSE OF LOSS FORM: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐ OTHER

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 800,000 DED: 200,000

	YES	NO	
BUSINESS INCOME / RENTAL VALUE	x		If YES, LIMIT: ☐ Actual Loss Sustained # of months:
BLANKET COVERAGE			If YES, indicate amount of insurance on properties identified above: $
TERRORISM COVERAGE		x	Attach signed Disclosure Notice / DEC
IS COVERAGE PROVIDED FOR "CERTIFIED ACTS" ONLY?			If YES, SUB LIMIT: DED:
IS COVERAGE A STAND ALONE POLICY?			If YES, LIMIT: DED:
DOES COVERAGE INCLUDE DOMESTIC TERRORISM?			If YES, SUB LIMIT: DED:
COVERAGE FOR MOLD			If YES, LIMIT: DED:
MOLD EXCLUSION (If "YES", specify organization's form used)			
REPLACEMENT COST	x		
AGREED AMOUNT			
COINSURANCE		x	If YES, %
EQUIPMENT BREAKDOWN (If Applicable)			If YES, LIMIT: DED:
LAW AND ORDINANCE - Coverage for loss to undamaged portion of building			If YES, LIMIT: DED:
- Demolition Costs			If YES, LIMIT: DED:
- Incr. Cost of Construction			If YES, LIMIT: DED:
EARTHQUAKE (If Applicable)	x		If YES, LIMIT: 800,000 DED: 200,000
FLOOD (If Applicable)	x		If YES, LIMIT: 800,000 DED: 200,000
WIND / HAIL (If Separate Policy)	x		If YES, LIMIT: DED: 500,000
PERMISSION TO WAIVE SUBROGATION PRIOR TO LOSS			

REMARKS - Including Special Conditions (Use additional sheets if more space is required)

Real & Personal Property of the Insured $800,000. XS $200,000. Self Insured Retention

EMPLOYEE DISHONESTY (FIDELITY) COVERAGE IS PROVIDED UNDER THE CAPTIONED POLICY:
$225,000 LIMIT; $25,000 SELF INSURED RETENTION.

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Tish Callahan
Seminole County BoCC

200 W. County Home Road

Sanford, FL 32773
USA

☐ MORTGAGEE
☐ LOSS PAYEE

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

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CSBG ADVISORY BOARD ROSTER FORMAT

AGENCY NAME: Seminole County Community Services Division

Name	Mailing & e-mail addresses	Telephone & fax numbers	Sector Represented	Date when originally seated on Board	Date when seated for current term	Expiration date of current term
Sarah Reece, Commissioner City of Altamonte Springs **Board Chairperson** **Term: 7-14-06-7-14-07**	Altamonte Springs City Hall 225 Newburyport Avenue Altamonte Springs, FL. 32701 sarar@orhs.org	Work: 321-841-8849 Home: 407-869-9901	Altamonte Springs & Casselberry	January 27, 2004		June 1, 2009
Art Woodruff, Commissioner City of Sanford	Sanford City Hall P.O. Box 1788 Sanford, FL. 32772-1788 woodrufa@ci.sanford.fl.us woodruff_a@yahoo.com	Home: 407-322-6968 Work: 407-330-5602	Sanford	January 9, 2006		January 9, 2011
Mary Lou Andrews, Delegate for Steve Henken **Board Vice-Chairperson** **Term: 7-14-06-7-14-07**	1962 Crystal Downs Court Oviedo, FL. 32765 mlouand@aol.com	Home: 407-365-7959	Oviedo	February 20, 2006		July 26, 2011
PRIVATE SECTOR	**SELECTED BY BOARD OF**	**CTY.COMMISSIONERS**	**5 YEAR TERM**			
John Murphy, Pastor Executive Director of Harvest Time International, Inc.	131 Maritime Drive Sanford, FL. 32771 john@harvest-time.org	Work: 407-328-0667 Ext. 32 Cell: 407-948-0209 Fax: 407-328-9487	Private	January 1, 2003		January 1, 2008
Emma Marie Carling Community Services Specialist Seminole County Sherriff	117 Sterling Pine Street Sanford, FL 32773 mcarling@seminolesheriff.org	Home(407) 323-4178 Work (407) 665-6508 Cellular	Private	August 22, 2006		August 22, 2011
Jose Valcarcel, M.S. Case Manager-The Center for Affordable Housing	2524 Park Drive Sanford, FL 32773 jvalcarcel@bellsouth.net	Cellular: 407-430-8934 Work: 407-323-3268 X-15	Private	Dec. 12, 2006		Dec., 12, 2008
TARGET AREA	**ELECTED (TOWN MEETING)**	**2 YEAR TERM**				
Charlie Morgan	P.O. Box 470195 Lake Monroe, FL 32747 No e-mail	Home (407) 321-4270 Cellular (407) 547-7912	Sanford	Dristict I. Aug.25, 2006		Aug. 25, 2008
Vacant **(Election on 8-9-07)**			Altamonte Springs & Casselberry	District II.		
Debra Tossie	79 Boston Avenue Oviedo, FL. 32765 Debra.tossie@siemens.com	Home: 407-365-5268 Fax: 407-942-5529	Oviedo	Dristrict III. Sept. 28, 2005		Sept. 28, 2007

Community Services Department
Community Assistance Division
FY 06-07

COMMUNITY ASSISTANCE DIVISION

1 – Division Manager
4 – Customer Service
2 – Accounting
1 – HUD/SHIP Administrator
5 – Program Managers/Specialists
4 – Project Managers/Coordinator
5 – Case Managers
22 Total FTE FY06/07

VETERANS' SERVICES

1 – Veterans' Service Officer
3 – Assistant Veterans' Services Officers
1 – Customer Service
5 Total FTE FY06/07

SHIRLEY BOYCE
MANAGER
E3
(8365)

JOSEFA DELGADO
Customer Service Specialist
C1
(8173)

LEO LUTTIG
Business Manager
E1
(8892)

LORI MONTGOMERY
Accounting Specialist
C1
(8907)

GEORGE TINGLE
Veterans' Service Officer
D2
(7610)

RITA HENDRICKS
Customer Service Rep
A3
(8053)

ANTHONY MONTVILLE
Asst. Veteran's Officer
C2
(7563)

CATHERINE SCHUBERT
Asst. Veterans' Officer
C2
(8305)

CARL DAVIS
Asst. Veterans' Officer
C2
(8963)

KELLY METCALF
Program Manager I
D2
(8274)

STEPHANIE SEAY
Customer Service Rep
A3
(8994)

JENNIFER LAWRENCE
Case Manager Supervisor
C3
(7613)

UBANGI HAJJ MAK
Case Manager
C2
(8242)

SHEILA BEAL
Case Manager
C2
(7798)

IRENE QUINTANA
Case Manager
C2
(7614)

JAVIER MADERA
Case Manager
C2
(7761)

CINDY L SPIESSBACH
Customer Service Rep
A3
(8244)

CARRIE LONGSWORTH
Customer Service Rep
A3
(9060004)

ROBERT F HEENAN
HUD/SHIP Administrator
E2
(8234A)

HARDY BALAGIA JR
Project Manager I
D2
(8172A)

REBECCA HECKTERS
Project Manager I
D2
(8562)

SHELLEY MCHANEY
Program Manager I
D4
(8561)

ANNIE KNIGHT
Project Coordinator I
C2
(8391)

LAISEL LARA
Program Specialist
A4
(8906)

CHRISTINE MILLER
Intern – A1
HHRP/CDBG

ALICE GILMARTIN
Program Manager I
D4
(8425)

MICHELLE LAVERDE
Program Specialist
A4
(7863)

DIANE M CAHILL
Project Manager I
D2
(8432)

VACANT
Intern – A1
HHRP

KATHAY HOLMAN
Intern – A1
HHRP

VACANT POSITION

INTERN

VETERAN'S SERVICES

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

JOB DESCRIPTION

Position Title: **Specialist** Working Title: **Community Assistance Specialist II**

Class Code: 5304 Non-Exempt EEO Code: Effective Date: August 30, 2002

****

Major Function

Technical work assisting with eligibility determinations of applicants for Community Assistance Programs.

Essential Functions

Note: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is a logical assignment to the position.

Interview applicants for assistance to determine eligibility, nature, and amount of assistance needed. Coordinates with and refers applicants to other agencies to obtain benefits for which applicants may qualify.

Determines applicant eligibility for services, including immediate assistance from Social Service Programs; including; food vouchers, minor medical care, rent assistance, utility assistance, prescription medicine, and transportation to and from state hospitals and burials.

Assists the Division Manager in developing, implementing and monitoring an ongoing follow-up program to measure client services as it relates to performance outcomes.

Prepares and submits weekly, monthly and quarterly reports to the Division Manager on all grant funded programs.

Assists the Division Manager with the development and review of division policies and procedures.

May relieve Division Manager of routine operational and administrative details as directed.

May act in the absence of the Division Manager as directed.

Makes presentations to civic groups and community based organizations.

Performs other duties as assigned or as may be necessary.

JOB DESCRIPTION

****

Minimum Qualifications

Thorough knowledge of state and local laws for public assistance programs, and public and private assistance agencies. Considerable knowledge of rules and regulations governing eligibility for public assistance benefits administered under various governmental assistance programs. Knowledge of medical services available at public health, hospital and private medical facilities. Knowledge of the functions and activities of private and social services agencies. Knowledge of the principles, practices, and techniques associated with the delivery of public assistance services. Knowledge of basic budget preparation and review principles.

Ability to establish rapport with applicants and to establish effective working relationships with other County personnel, officials, social service agencies and the general public. Ability to establish effective working relationships with community based organizations. Ability to communicate effectively both orally and in writing. Ability to use personal computers and other office equipment. Ability to review data and reports and present trend analysis. Ability to effectively assemble and prepare reports for Community Assistance Programs.

Associate's Degree and four (4) years experience in Community Assistance Programs, including substance abuse.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Working Conditions

Work is generally performed in an office setting, may occasional visit clients at home to verify information.

JOB DESCRIPTION

Position Title: **Senior Staff Assistant** Working Title: **Community Assistance Clerk**

Class Code: 5318 Non-Exempt EEO Code: 06 Effective Date: August 30, 2002

****

Major Function

Provides general office and clerical support for the Community Assistance Division.

Essential Functions

Note: These are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is a logical assignment to the position.

Processes clients on initial visit. Obtains necessary documents to meet program requirements and verifies information and data received from applicant.

Type correspondence, meeting minutes, memoranda, reports, records, orders or other office documents from rough drafts and notes.

Assembles materials from files and records for use in preparing reports and answering correspondence. Sorts and organizes documents and office paperwork according to routine classifications.

Operates standard office equipment such as adding machine, computer, typewriter, copy machine, and fax machine.

Performs other duties as assigned or as may be necessary.

Minimum Qualifications

Knowledge of community emergency assistance programs and services available in other agencies. Knowledge of grammar, punctuation, spelling, and office practices and procedures.

Ability to communicate with clients and to provide assistance when necessary.

Skill in formatting correspondence, reports, and summaries according to accepted modern practice. Skill in the use of typewriter, computer and other standard office machines.

High School Diploma or GED and one (1) year office clerical experience. Some computer experience is required.

Ability to type 35 correct words per minute.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Working Conditions

Work is performed in a general office setting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Josie Delgado **EXT:** 2381

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County.

These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their home within the affordability period and repaid their mortgage, resulting in $8,300.00 being returned to the Affordable Housing Trust Fund:

Name	Parcel I.D. Number
Keith L. Freeman and Penny Freeman	01-20-30-506-0000-2660

Total Reimbursed $8,300.00

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven ($218,970.00):

Name	Parcel I.D. Number
Rebecca P. Angle	14-20-32-501-0A00-0100
Barbara Bradford	25-19-30-5AI-1015-0040
Michelle D. Green	25-19-30-512-1210-0060
Willie Mae Harvey	35-19-30-515-0000-0530
Julie Lawrence	20-19-30-501-0000-1550
Dana Martin	06-20-31-505-0G00-0060

Pauline Stevens	36-19-30-300-0430-0000
Thomas Williams and Patricia Williams	01-20-30-505-0000-0170
Kathryne A. Wyman	31-19-31-504-1000-0220

Total Forgiven $218,970.00

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Satistacions of Second Mortgage

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 21, 1996 and recorded in Official Records Book 3078, Pages 1598 through and including 1602, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($8,300.00) (the "Note"), dated May 21, 1996 and recorded in the Official Records Book 3078, Pages 1603 through and including 1605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 25, 1996, recorded in Official Records Book 3078, Pages 1606 through and including 1608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2656 S. Magnolia Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOTS 266, 268, 270, FRANK L. WOODRUFF'S SUBDIVISION OF LANDS SOUTH SANFORD, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 44 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 01-20-30-506-0000-2660

(the "Property,") were made by **KEITH L. FREEMAN** and **PENNY FREEMAN**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owners have refinanced the Property within the thirty year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of EIGHT THOUSAND THREE HUNDRED AND NO/100 DOLLARS ($8,300.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 20, 2007, pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
CARLTON HENLEY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AS/jjr
6/25/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT
AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 20, 1997, and recorded in Official Records Book 3265, Page 0016, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 20, 1997, and recorded in Official Records Book 3298, Page 0004 through 0006, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 531 Harney Heights Road, Geneva, Florida, the legal description and parcel identification for which are as follows:

LOT 10, BLOCK A, LAKE HARNEY HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 34, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 14-20-32-501-0A00-0100

(the "Property,") was made by **REBECCA P. ANGLE,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS:jjr
7/2/2007

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

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated June 12, 1997, and recorded in Official Records Book 3253, Page 0210, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated June 12, 1997, and recorded in Official Records Book 3267, Pages 1810 through 1812, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 1209 W. Eighth Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK 10, TIER 15, SEMINOLE PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-5AI-1015-0040

(the "Property,") was made by **BARBARA BRADFORD,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
CARLTON HENLEY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS:jjr
7/6/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 7, 1997, and recorded in Official Records Book 3217, Page 1115, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated March 7, 1997, and recorded in Official Records Book 3210, Page 0085 through 0087, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 1005 Holly Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE WEST 60 FEET, LOTS 6 AND 7, BLOCK 12, TIER 10, A.C. MARTIN'S ADDITION TO SANFORD, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 25-19-30-512-1210-0060

(the "Property,") was made by **MICHELLE D. GREEN,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AWS:jjr
7/2/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated October 31, 1995, and recorded in Official Records Book 2994, Page 1507, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated October 31, 1995, and recorded in Official Records Book 3028, Page 0157 through 0519, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 112 Bob Thomas Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 53, ACADEMY MANOR, UNIT ONE, PLAT BOOK 13, PAGE 93, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-515-0000-0530

(the "Property,") was made by **WILLIE MAE HARVEY,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
7/2/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated September 11, 1995, and recorded in Official Records Book 3007, Page 1709, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated September 11, 1995, and recorded in Official Records Book 3045, Page 0631 through 0633, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 4641 Gilbert Street, Lake Monroe, Florida, the legal description and parcel identification for which are as follows:

LOT 155, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAGE BOOK 4, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-1550

(the "Property,") was made by **JULIE LAWRENCE,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
7/2/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 30, 1996, and recorded in Official Records Book 3240, Page 0733, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 30, 1996, and recorded in Official Records Book 3244, Pages 1558 through 1560, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2811 Grove Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK "G", WOODMERE PARK 2ND REPLAT, ACORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 06-20-31-505-0G00-0060

(the "Property,") was made by **DANA MARTIN,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By:_____
CARLTON HENLEY, Chairman

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

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

_____
County Attorney

AWS:jjr
7/6/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT
AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 7, 1997, and recorded in Official Records Book 3239, Page 0533, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated May 7, 1997, and recorded in Official Records Book 3239, Page 0536 through 0538, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 1803 Bell Avenue, Sanford, Florida, the legal description and parcel identification for which are as follows:

> BEGIN AT A POINT 482.90 FEET EAST OF THE NORTHWEST CORNER OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 19 SOUTH, RANGE 30 EAST, THENCE RUN SOUTH 217.25 FEET, THENCE RUN SOUTH 88°16' WEST 137.49 FEET, THENCE RUN NORTH 2°15' EAST 221.87 FEET, THENCE RUN EAST 128.73 FEET TO THE POINT OF BEGINNING, LESS THE NORTH 25 FEET FOR 18TH STREET.
>
> Parcel Identification Number: 36-19-30-300-0430-0000

(the "Property,") was made by **PAULINE STEVENS,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
7/2/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 26, 1997, and recorded in Official Records Book 3207, Page 1370, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated February 27, 1997, and recorded in Official Records Book 3210, Pages 0082 through 0084, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2639 S. Laurel Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 17, PINE CREST HEIGHTS REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGES 77 AND 78, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 01-20-30-505-0000-0170

(the "Property,") was made by **THOMAS WILLIAMS and PATRICIA WILLIAMS,** (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
7/6/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND HOMEOWNER/REHABILITATION PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated October 31, 1995, and recorded in Official Records Book 2994, Page 1501, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated October 31, 1995, and recorded in Official Records Book 3028, Page 0527 through 0529, inclusive,(hereinafter the "Agreements"), which encumbered the property located at 2014 Adams Avenue, Sanford, Florida, the legal description and parcel identification for which are as follows:

LOT 22, BLOCK 10, BEL-AIR SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 79 AND 79A, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-504-1000-0220

(the "Property,") was made by **KATHRYNE A. WYMAN,** (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner did maintain the Property as her residence for at least TEN (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
CARLTON HENLEY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

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

AWS:jjr
7/2/2007

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Technical Revisions to Fiscal Year 2004-2005 of the Three Year 2004-2007 SHIP Local Housing Assistance Plan (LHAP)

DEPARTMENT: Community Services **DIVISION:** Community Assistance

AUTHORIZED BY: David Medley **CONTACT:** Robert Heenan **EXT:** 2385

MOTION/RECOMMENDATION:
Approve technical revisions to the Local Housing Assistance Plan ("LHAP") as described below and authorize the Community Development Office to submit the attached technical revisions to Fiscal Year 2004-2005 of the Three Year 2004-2007 SHIP Local Housing Assistance Plan to the Florida Housing Finance Corporation (FHFC).

County-wide David Medley, Robert Heenan

BACKGROUND:

Staff is in the process of closing out the 2004-2005 SHIP fiscal year and preparing the SHIP required Annual Performance Report (APR) for fiscal years 2004-2005, 2005-2006, and 2006-2007. For preparation and submission of that report to FHFC, technical revisions need to be approved by the Board for the Local Housing Assistance Plan (LHAP) for fiscal year 2004-2005.

The proposed technical revisions in the narrative section of the LHAP are noted in large bold format, and include a revised Housing Delivery Goals Chart (Exhibit A). The technical revisions are intended to accomplish the following: to increase maximum subsidy limits in fiscal year 2004-2005 to mirror the maximum subsidy limits approved by the Board on June 26, 2007 for fiscal years 2005-2006 and 2006-2007.

Below are completed SHIP activities which required expenditures in excess of maximum susbsidy limits:

- Two (2) rehabilitated housing units required electrical and termite damage repairs.
- Two (2) reconstructed units required the accommodation for a visually-impaired homeowner with special needs, and plumbing and structural repairs.
- Six (6) newly constructed townhomes had escalating construction cost.

Board approval of the technical revisions will assure compliance with the requirements of the SHIP Program, allow for a facilitated preparation and submission of the SHIP APR, and will allow for 2004-2005 fiscal year maximum subsidy limits equal to fiscal years 2005-2006, and 2006-2007 of the 2004-2007 LHAP.

STAFF RECOMMENDATION:

Staff recommends the Board approve the technical revisions to the Local Housing Assistance Plan ("LHAP") and authorize the Community Development Office to submit the attached technical revisions to Fiscal Year 2004-2005 of the Three Year 2004-2007 SHIP Local Housing Assistance Plan (LHAP) to the Florida Housing Finance Corporation (FHFC).

ATTACHMENTS:

1. Technical Revisions 082807
2. Revised Housing Delivery Goals Chart 2004-2005

Additionally Reviewed By:

☑ County Attorney Review (Arnold Schneider)

Seminole County Government

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

FISCAL YEARS COVERED

2004/2005, 2005/2006 AND 2006/2007

Technical Revisions August 28, 2007

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III. LOCAL HOUSING INCENTIVES STRATEGIES — 25

- A. Process for Expedited Permits for Affordable Housing — 25
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IV. EXHIBITS:

Housing Delivery Goals Chart (HDGC) — Exhibit A

(Revised chart 2004/2005 enclosed)

I. PROGRAM DESCRIPTION Chapter 67-37.005, F.A.C. and Section 420.9072, F.S.

A. Name of the participating local government and Interlocal if Applicable: ***Section 420.9072(5),F.S.***

Seminole County Government

Interlocal : No X

B. Purpose of the program: Section 420.9072, F.S. and Chapter 67-37.005(3), F.A.C. Creation of the Plan is for the purpose of meeting the housing needs of the very low, ~~and~~ low, and moderate income households, to expand production of and preserve affordable housing, to further the housing element of the Seminole County Government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: ***Chapter 67-37.002,F.A.C.***

2004/2005
2005/2006
2006/2007

D. Governance: *Chapter 67-37.005(3)and(5)(I), F.A.C. and Section 420.9071(14), F.S.* The Seminole County SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37.007 Florida Administrative Code. The SHIP Program does further the housing element of the Seminole County Government Comprehensive Plan. The County shall at all times comply with applicable statues and regulations and all subrecipients of SHIP funds shall be likewise be bound to comply with said statutes and regulations by the terms of their subrecipient agreements and other financing documents.

E. Local Housing Partnership *Section 420.9072(1)(a), F.S.*
SHIP Program encourages building active partnerships between government, lenders, builders and developers, real estate professionals, advocates for low-income persons and community groups.

F. Leveraging: *Chapter 67-37.007(1)(b)(c), F.A.C. and Section 420.9075(1)(a) and (1)(b3, and (1)(c), F.S.*
The Plans are intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: *Chapter 67-37.005(3), F.A.C.*

Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach *Chapter 67-37.005(6)(a), F.A.C.*

The county or eligible municipality or its administrative representative shall advertise the notice of funding availability in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Discrimination: *Section 420.9075(3)(c), F.S.*

In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, creed, religion, color, age, sex, marital status, familial status, national origin, or handicap in the award application process for eligible housing.

J. Support Services and Counseling: *Chapter 67-37.005(5)(g), F.A.C.*

Support services are available from various sources. Available support services may include but are not limited to:

Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling and Transportation

K. Purchase Price Limits: *Section 420.9075(4)(c), F.S. and Chapter 67-37.007(6), F.A.C.*

Purchase Price Limits: The sales price or value of new or existing eligible housingmay not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. ~~Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not 90% of the median area purchase price established by the U.S. Treasury Department or as described above.~~

~~The methodology used by Seminole County Government is:~~

~~Bond Study Numbers Provided by Florida Housing Finance Corporation~~

~~The purchase price limit for:~~
~~New Homes: $160,000~~
~~Existing Homes: $160,000~~

Therefore, Seminole County shall define the maximum sales price for new and existing homes as being an amount not to exceed 90 % of the median price for the Orlando Metropolitan Statistical Area as established by the U.S. Treasury Department. The purchase price limit for new and existing homes shall be updated annually over the

remaining life of the plan and updated on the Housing Delivery Goals charts (Exhibit C).

L. Income Limits, Rent Limits and Affordability:
Chapter 67-37.005(5)(e), F.A.C. .and Section 420.9071(2), F.S.
The Income and Rent Limits used in the SHIP Program are updated annually from the Department of Housing and Urban Development and distributed by the Florida Housing Finance Corporation. Affordable means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071 (19), (20) and (28), F.S.
In case of rental housing the rent does not exceed those rental limits adjusted for bedroom size.

M. ~~**Wages to Work:** *Chapter 67-37.005(6)(b)(7),F.A.C.*~~
~~Should a eligible sponsor be used, the city/county has developed a qualification system and selection criteria for applications for Awards to eligible sponsors, which includes a description that demonstrates how eligible sponsors that employed personnel from the WAGES and Workforce Development Initiatives programs will be given preference in the selection process.~~

Welfare Transition Program:
Should an eligible sponsor be used, the County has developed a qualification system and selection criteria for applications for Awards to eligible sponsors. These criteria include a description demonstrating how eligible sponsors that employed personnel from the Welfare Transition Program will be given preference in the selection process.

N. Monitoring and First Right of Refusal: *Section 420.9075(3)(e)and (4)(f), F.S.*
In the case of rental housing, the staff or entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides the same monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $3,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored for at least annually for 15 years or the term of assistance which ever is longer unless as specified above.

Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

O. Administrative Budget: *Chapter 67-37.005(6)(f)3, F.A.C..*

A detailed listing including line-item budget of proposed Administrative Expenditures is attached as **Exhibit A**. These are presented on an annual basis for each State fiscal year submitted.

P. Essential Services Personnel

Certain programs may be targeted to retain or attract Essential Service Personnel (ESP) to the County. Essential Service Personnel includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, skilled building trades personnel, and other job categories deemed essential in Seminole County. ESP income eligibility will be the same as the moderate income definition.

Seminole County finds that the moneys deposited in the local housing assistance trust fund shall be used to administer and implement the local housing assistance plan. The cost of administering the plan may not exceed 5 percent of the local housing distribution moneys and program income deposited into the trust fund. A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(17), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs. Seminole County has adopted the above findings in the attached resolution, **Exhibit E.**

II. LHAP HOUSING STRATEGIES: *Chapter 67-37.005(5), F.A.C.*

A. Purchase Assistance:

a. **Summary of the Strategy:** This strategy may be used for down payment, closing costs assistance for new or existing homes whether it is for new construction or rehab, in addition this strategy may be used to assist in financing or buying down of costs associated with purchasing a home.

This is a first time home buyer strategy, consistent with federal and state housing program definitions of "first time." The definition includes persons or households who have not owned a home other than a mobile home during the three (3) year period immediately prior to applying for SHIP funds, except that the following persons shall not be excluded from consideration as a first time home buyer.

- Displaced homemaker, as defined by HUD;
- An individual or household living in a substandard dwelling that cannot be brought into compliance with local building and housing codes for less than the cost of constructing a permanent structure and there is no mortgage, taxes due or liens on the property.

If this strategy is used to purchase an existing home, rehabilitation work, as defined by F.S. 67-37.002(14), must be accomplished either within one year prior to the purchase, or within two years following the funding year.

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low, and Low, or Moderate Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program~~ This strategy will be for applicants whose income is classified as very low, low, or moderate. Purchase assistance for moderate income households will be limited and will only be provided to the extent that funds are available through program income or recaptured funds.

d. **Maximum award is noted on the Housing Delivery Goals Charts: Exhibit C.**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for up to 10 years. Minimum affordability period is~~

~~5 Years~~	~~Assistance~~	~~$0-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $40,000~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner - occupied before the end of the term.~~

Seminole County will provide an interest-free deferred forgivable loan. The initial assistance of $40,000 for very low income, $20,000 for low income and $20,000 for moderate income will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary, $40,000 of the remaining balance will be forgiven for very low income and $20,000 for low income. At the end of the thirtieth (30th) year anniversary, $50,000 will be forgiven for both very low income and low income.

Maximum assistance amounts and terms are:

Income Level:	Maximum Assistance:	Term:
Very Low	$130,000	30 years
Low	$90,000	30 years
Moderate	$20,000	10 years

Repayment: During the term of the loan, full repayment of the remaining SHIP obligation will be due upon the occurrence of one or more of the following events:

- If the mortgagor no longer resides in the home as a permanent residence, or homestead exemption is lost; or
- If any part of the property or any interest in it is sold, refinanced (deemed to also include procurement of new, additional financing such as home equity loans), transferred, gifted or possession is otherwise conveyed to another person, whether by voluntary act, involuntarily, by operation of law or otherwise; or
- If the mortgagor is divested of title by judicial sale, levy or other proceedings; or
- If foreclosure is instituted against the property; or
- If the property is leased, subleased or rented.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first

mortgage foreclosure suit, or subject to Board approval, SHIP funds may be used for the purchase of previously SHIP funded homes at foreclosure sale with the objective of preserving the available affordable housing stock in the County."

The SHIP purchase assistance program is intended to assist Seminole County households to obtain homeownership. It is understood that SHIP recipients may need to sell their homes for a variety of reasons including job transfers, marriage, and other occurrences that are a normal part of family life. For this reason, repayments of the SHIP loan are considered an approved part of this strategy, and are not considered to be a "default." "Default" would be a foreclosure, or any action that would otherwise void the agreement, if the County is not notified of such action within 90 days.

Affordability period:

10 Years	Assistance of: $20,000 per unit
30 Years	Assistance of: more than $20,000 and up to $130,000 per unit

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be within Seminole County
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence
- The applicant's first mortgage financing must be obtained at a competitive fixed rate prior to applying to the SHIP down payment assistance program.
- Applicants must complete all required SHIP first-time homebuyer classes prior to receiving assistance.

g. **Sponsor Selection Criteria:** The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- This is first time home buyer strategy
- Applicant must be credit worth and have sufficient income required to obtain mortgage financing from participating lenders
- Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household
- Down payment assistance may be used in conjunction with the purchase of a unit or house in a community land trust.
- Taxes and insurance shall be included in an escrow account established and administered by the first mortgage holder or its agent.

B. New Construction:

a. **Summary of Strategy:** ~~SHIP funds may be used to construct a new home, payment of impact fees, infill and land acquisition~~ SHIP funds may be used by the County or by a selected non-profit or for-profit developer to further the construction of new housing. Funds may be allocated for the construction of new units, payment of impact fees, to provide needed infrastructure (i.e., water and sewer), and/or land acquisition. In the event SHIP funds are used for land acquisition, program year timelines shall be adhered to with respect to both the land acquisition itself and eventual owner occupancy of the completed residential unit(s).

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program~~. This program is intended for the same targeted groups as are participating in the Purchase Assistance Strategy, i.e., very low, low income and moderate income residents. Moderate Income residents are being included in order to provide an income mix in a funded housing development.

d. **Maximum award is noted on the Housing Delivery Goals Charts: Exhibit C**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest loan or a deferred loan or a combination loan for up to 30 years. Interest bearing loans will not exceed two percent (2%)~~
~~Minimum affordability period is:~~

~~5 Years~~	~~Assistance~~	~~$0-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $25,000~~
~~30 Years~~	~~Assistance~~	~~$25,001 - and above~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~

Seminole County may provide development grant funding to selected developers and/or builders for the purpose of producing affordable homes for purchase by SHIP-qualified households.

Affordability Period:

30 Years: Assistance of up to $200,000 per constructed unit

Purchase Assistance repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.5. above).

f. **Recipient Selection Criteria:** Sponsors and developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based on the same criteria as in the Purchase Assistance strategy.

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available~~
- ~~All units assisted will be with in Seminole County~~
- ~~Mobile Homes are not eligible for assistance~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence~~

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy assistance by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance~~

The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The

Sponsor may be a private for profit or not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**
~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. Funds will be encumbered for eligible applicants~~

- ~~This is first time home buyer strategy~~
- ~~Applicants eligible to receive assistance must have applied to the purchase assistance program and be determined credit worthy but not be able to obtain a first mortgage for new construction~~
- ~~Applicant must be credit worth and have sufficient income required to pay the mortgage payments and any additional existing debit service~~
- ~~Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household~~
- ~~The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to insure that all work is performed by a licensed and insured contractor~~
- SHIP funds for new housing construction may be used to develop housing providing the requisite ownership interest through a life estate to elderly Seminole County residents whose previous homes were dilapidated beyond repair. Additional program design elements will be established prior to this undertaking. (See Strategy E. New Construction for Seniors).
- SHIP funds for new housing construction may be used for housing built through a community land trust.

C. Acquisition and Rehabilitation of Homes:

a. **Summary of the Strategy:** ~~SHIP funds may be used to acquire and rehabilitate existing homes~~ SHIP funds may be used by the County or by a selected developer to acquire and rehabilitate existing homes for the purpose of improving the housing stock and making homeownership opportunities available to lower income persons

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the~~

~~use in the SHIP Program.~~ This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award is noted on the Housing Delivery Goals Charts: Exhibit C**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest loan or a deferred loan or a combination loan for up to 30 years. Interest bearing loans will not exceed two percent (2%)~~
~~Minimum affordability period is~~

~~5 Years~~	~~Assistance~~	~~$0-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $25,000~~
~~30 Years~~	~~Assistance~~	~~$25,001 - and up~~

~~Repayment, default and recapture will be triggered point of sale, transfer,~~

Seminole County will provide development grant funding to qualified developers and contractors to enable the acquisition, rehabilitation, and resale of housing units to SHIP-eligible homebuyers.

Homebuyers of the rehabilitated units will receive SHIP purchase assistance, and therefore all of the provisions including repayment by the homeowner will have the same terms as those specified for the Purchase Assistance Program (See Paragraph A.e. above).

f. **Recipient Selection Criteria:** Developers will be selected based upon a best-qualified approach, including but not limited to: time in operation, financial stability, experience in the development of housing, project site and plans, sales price and subsidy cost per unit.

Homebuyers will be selected based upon the same criteria as shown for the Purchase Assistance Strategy.

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available~~
- ~~All units assisted will be with in Seminole County~~
- ~~Mobile Homes are not eligible for assistance~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their~~

~~principal residence~~

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy assistance by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance~~

The County may choose a sponsor to assist in administration of this strategy assistance by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the best-qualified approach in the previous section which includes the general concepts of ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. Funds will be encumbered for eligible applicants~~

- ~~This is first time home buyer strategy~~
- ~~Applicants eligible to receive assistance must have applied to the purchase assistance program and be determined credit worthy but not be able to obtain a first mortgage for an existing home~~
- ~~Applicant must be credit worthy and have sufficient income required to pay the mortgage payments and any additional existing debit service~~
- ~~Mortgage payments, including taxes and insurance may not exceed 30 percent of an amount representing the percentage of area's median annual gross income for the household~~
- ~~The County or its designee will assist the homeowner with County contractor quote process and inspections to insure that all work is performed by a licensed and insured contractor~~
- This strategy is for first-time homebuyers. The definition of a first-time homebuyer is the same as for the Purchase Assistance Strategy.
- Applicants purchasing the individual units must be credit worthy and have sufficient income required to pay the mortgage and any additional existing debt service. Mortgage payments must meet the definition of affordable.
- SHIP funds under this strategy may be used for housing in a community land trust.

D. Rehabilitation:

a. **Summary of the Strategy:** This strategy offers qualified home owners assistance with needed repairs and/or alterations to improve their health, safety, and well being or contribute to structural integrity and preservation of their

owner occupied home. Assistance to make a home barrier free for special needs households is also eligible. This strategy also includes reconstruction and demolition if a home is beyond financial feasibility to repair.

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low Income and low income households as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~
This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award: $60,000 and is noted on the Housing Delivery Goals Charts (Exhibit "C").**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for up to 10 years for rehabilitation and a low interest or deferred payment forgivable or combination loan for up to 30 years for reconstruction and demolition of home. Interest rate not to exceed two percent (2%). Minimum affordability period is:~~

~~5 Years~~	~~Assistance~~	~~$1,000-$14,999~~
~~10 Years~~	~~Assistance~~	~~$15,000 - $40,000~~
~~30 years~~	~~Assistance~~	~~$40001 - and above~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner - occupied before the end of the term.~~

Seminole County will provide an interest-free, deferred, forgivable loan for up to 30 years. In the event of demolition and reconstruction, affordability periods will be established based on the amount of the SHIP loan

The initial assistance of $20,000 for both very low income and low income will be forgiven upon completion of the tenth (10th) year anniversary. At the end of the twentieth (20th) year anniversary, $20,000 of the remaining balance will be forgiven. At the end of the thirtieth (30th) year anniversary, the remaining $20,000 will be forgiven.

Affordability period:

10 Years	Assistance of up to $20,000 per unit
20 Years	Assistance of $20,000.01-$40,000 per unit
30 Years	Assistance of $40,000.01-$60,000 per unit

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit, or subject to Board approval, SHIP funds may be used for the purchase of previously SHIP funded homes at foreclosure sale with the objective of preserving the available affordable housing stock in the County."

f. **Recipient Selection Criteria:**

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be with in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and~~

~~performance.~~

The County may choose a sponsor to assist in administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

~~If it is determined by Seminole SHIP Program that the applicant meets income eligibility guidelines. A home inspection and work write up will be completed by the County or its designee. Applicants whose homes are beyond repair may apply for Demotion and Replacement~~

- ~~Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines.~~
- ~~The County or its designee will assist the homeowner with work write up and inspections to ensue that all work is performed by a licensed and insured contractor.~~
- ~~All mortgages, taxes, and special assessments must be current and paid~~
- ~~All homes eligible for rehabilitation must be owner occupied and with fee simple title.~~
- ~~If it is determined by Seminole SHIP Program that the applicant meets eligibility guidelines for reconstruction, a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size will be determined to see if the lot meets current building guidelines.~~
- ~~Applicants eligible to receive assistance must have applied to the rehabilitation program and their home was declared beyond repair.~~
- ~~Applicants own their home and the home must be free and clear and have no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County.~~
- ~~Funds will be encumbered for eligible applicants whose lots are deemed buildable according to program guidelines.~~
- ~~The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensue that all work is performed by a licensed and insured contractor.~~

If it is determined by the Seminole SHIP Program that the applicant meets income eligibility guidelines, a home inspection and work write up will be completed by the County or its designee.

- Funds will be encumbered for eligible applicants whose homes are deemed repairable according to program guidelines.
- The County or its designee will assist the homeowner with work write up

and inspections to ensure that all work is performed by a licensed and insured contractor.

- All mortgages, taxes, and special assessments must be current and paid.
- All homes eligible for rehabilitation must be owner occupied and with fee simple title.
- Housing rehabilitation activities funded under this strategy shall meet the County's Housing Rehabilitation Standards.

i. **Reconstruction provisions:**

- The decision to demolish and replace a home will be made by the Community Assistance Manager or designee after a review of the home inspection report and a site visit to determine the extent of structural integrity of the home and need of repairs.
- If it is determined that the household and the condition of the unit meets eligibility guidelines for reconstruction, additional research will be undertaken to qualify the project. These will include, but may not be limited to: a title search, variances and set back requirements update, necessary sanitary requirements for water and sewer or septic and lot size for current construction guidelines.
- In order to receive assistance under this strategy, applicants must have applied to the rehabilitation program and had their home declared beyond repair.
- An applicant homeowner must hold fee simple title with no mortgages or encumbrances on the title. In the event SHIP funds were used for earlier home repairs and the house has deteriorated beyond financial feasibility to repair, the previous, deferred SHIP loan may be forgiven by Seminole County
- The County or its designee will assist the homeowner with County approved new home plans, contractor quote process and inspections to ensure that all work is performed by a licensed and insured contractor. Information and guidance will be provided in order to minimize property taxes and impact fees.

E. Disaster Relief:

a. **Summary of Strategy:** ~~SHIP Funds may be use for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a declared Presidential or Governor or Local Disaster.~~

SHIP Funds may be used for disaster assistance emergency housing repairs in the aftermath of a natural disaster in the event of a disaster having been duly declared by Federal and/or State of Florida officials or by the Board of County Commissioners of Seminole County pursuant to Chapter 252, Florida Statutes. This program is for owner-occupied homes.

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.

d. **Maximum award ($15,000) is noted on the Housing Delivery Goals Charts (Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for 5 years. Minimum affordability period is:~~

~~5 Years~~	~~Assistance~~	~~$1,000-$14,999~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~
Seminole County may provide a grant up to $15,000 contingent upon declaration of a disaster. If the cost of needed repairs exceeds $15,000, additional funds may be provided through the rehabilitation strategy.

f. **Recipient Selection Criteria:**

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available.~~
- ~~All units assisted will be with in Seminole County.~~
- ~~Mobile Homes are not eligible for assistance.~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, legibility and qualifications.~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be their principal residence.~~
- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance unless specifically allowed by the State.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all applicable SHIP Program guidelines, Seminole County SHIP requirements, and certify that the unit assisted will be their principal residence.

- Taxes and mortgage must be up to date. Title must be in the applicant's name.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsor may be a private for profit or not for profit corporation, or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information:**

- ~~Applications for disaster repair will be given priority above others on the waiting lists for other strategies~~
- ~~Funds will not be allocated to this strategy except in the case of a federal, state, or local declared disaster.~~
- Funds will not be allocated to this strategy except in the case of a federal, state, or locally declared disaster.
- Applications for disaster repair will be given priority above others on the waiting lists for other strategies.

F. Rental Construction and Rehabilitation:

a. **Summary of Strategy:** ~~SHIP Funds may be use for assistance for new construction or rehabilitation of existing rental properties and may be used to assist in financing.~~ SHIP Funds may be used for new construction or for rehabilitation of existing rental properties. Funds may be provided to a for-profit or a non-profit developer for the purpose of creating a long-term resource of rental housing opportunities for lower income residents.

b. **Fiscal Years Covered:** **2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the State of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~

This strategy will be for residents whose income is classified as very low or low.

d. **Maximum award: $14,000/unit for very low income units and $10,000/unit for low income units and is further noted on the Housing Delivery Goals Charts (Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide a low interest or deferred pay forgivable loan for up to 15 years. Interest bearing loans will not exceed two percent (2%).~~

~~Minimum affordability period is:~~

~~15 Years Assistance of $3,001 and higher~~

~~Repayment, default and recapture will be triggered point of sale, transfer, refinance or no longer used for purpose intended before the end of the term.~~

Seminole County will provide development grant funding to qualified developers and contractors for provision of affordable rental housing units. Units may be "floating" as defined by HUD to meet affordability requirements.

Affordability period:

15 years: Assistance of $3,001 and higher per unit
20 years: Any new construction activity, irrespective of cost per unit

Units must be occupied by eligible tenants at rents determined to be affordable

for the term of the affordability period or as specified in the funding documents whichever period is longer. Recipient entities must annually recertify tenants' income, and provide annual reports to the County on formats approved by County housing staff. Developments must be maintained up to market standards, and will be subject to physical inspection by the County.

Repayment, default and recapture will be triggered at point of sale, transfer, certain types of refinancing, or discovery that the units are no longer properly secured, maintained, or occupied in accordance with the funding documents. Refinancing for the purpose of obtaining new money or which is determined by the County to be an artifice or device to convert SHIP funded equity into cash is not allowed.

f. **Recipient Selection Criteria:**

- ~~Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.~~
- ~~All units assisted will be within Seminole County.~~
- ~~Mobile Homes are not eligible for assistance.~~
- ~~Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested of income, eligibility and qualifications, site control, plans,~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted will be occupied by an eligible resident~~
- ~~Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official~~
- Funds will be made available on a first come, first complete, first ready to proceed served basis while funds are available.
- All units assisted will be within Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP "Request for Proposal" and provide all written documentation requested including project pro forma, income levels to be served, location and site control, site plans, development timetable, project manager qualifications, source of matching funds, and uses statement, and experience.
- Entities that qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the units assisted will be occupied by eligible residents.

- Affordability period begins with either the certificate of occupancy or final inspection approval by the local building official.

g. **Sponsor Selection Criteria:** ~~The County may choose a sponsor to assist in the administration this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation, community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsor may be a private corporation, or a not for profit corporation. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

G. Foreclosure Prevention Strategy:

a. ~~Summary of the Strategy: This strategy may be used to provide homeowners who have previously received Seminole County SHIP assistance the opportunity to avoid foreclosure and retain their homes. This is a one time assistance per household strategy.~~

This strategy may be used by income eligible homeowners with the assistance necessary to provide homeowners an opportunity to avoid foreclosure and retain their homes. This is a one-time assistance per household Strategy and may be used for arrearages in property taxes and/or home insurance.

b. **Fiscal Years Covered: 2004/2005**; 2005/2006; 2006/2007

c. **Income Categories to be served:** ~~Very low and Low Income as defined by the U. S. Department of Housing (HUD) and adopted by the Sate of Florida and distributed by the Florida Housing Finance Corporation for the use in the SHIP Program.~~

This strategy will be for applicants whose income is classified as very low or low.

d. **Maximum award: $5,000 is noted on the Housing Delivery Goals Charts** (~~see attached~~) (**Exhibit C).**

e. **Terms, Recapture and Default:** ~~Seminole County will provide an interest free forgivable loan for 5 years. Minimum affordability period is 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance or no longer owner – occupied before the end of the term.~~

Seminole County will provide an interest free deferred forgivable loan for 5 years. Repayment, default and recapture will be triggered at point of sale, transfer, refinance (including procurement of new, additional financing), or discovery that the home is no longer owner – occupied before the end of the term. If the unit is foreclosed, repayment will be limited to the amount available from net proceeds.

In the event of the death of a SHIP recipient prior to the forgiveness date or final payment due date, the unforgiven portion of the mortgage shall be repaid to Seminole County unless the property is assumed by a surviving household member, heir, or beneficiary, any one of whom must meet the income qualifications applicable to SHIP applicants and who must maintain the home as his/her/their primary place of residence and homestead. Any such assumption is subject to approval by the County.

In the case of foreclosure, or other involuntary loss of title or possession of the home by the SHIP recipient, repayment will be required in the full amount due, subject to the amount available from net proceeds of any judicial sale or other forced liquidation or refinancing.

As an enhancement of its recapture strategies, in the event of a first mortgage foreclosure, the County may enter into a negotiated settlement with the first mortgagee for the sale or assignment of the County's interest at an amount less than the outstanding principal balance of the SHIP second mortgage. Alternatively, and with the objective of retaining the home as part of the local affordable housing stock, the County may negotiate the acquisition of the first mortgage at a discounted amount in connection with dismissal of the first mortgage foreclosure suit, or subject to Board approval, SHIP funds may be used for the purchase of previously SHIP funded homes at foreclosure sale with the objective of preserving the available affordable housing stock in the County."

f. **Recipient Selection Criteria**:

- ~~Funds will be made available on a first come, first complete, first served basis while funds are available;~~
- ~~All units assisted will be within Seminole County;~~
- ~~Mobile Homes are not eligible for assistance;~~
- ~~Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications; and~~
- ~~Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal~~

~~residence.~~

- Funds will be made available on a first come, first complete, first served basis while funds are available.
- All units assisted will be located in Seminole County.
- Mobile Homes are not eligible for assistance. Manufactured housing is only eligible if it meets the standards established by the Florida Department of Community Affairs.
- Applicants are required to submit a completed Seminole County SHIP Application and provide all written documentation requested of income, eligibility and qualifications.
- Persons who qualify for SHIP Assistance must contractually agree to all SHIP Program guidelines, Seminole County SHIP requirements, recapture provisions and certify that the unit assisted is their principal residence.

g. **Sponsor Selection Criteria**: ~~The County may choose a sponsor to assist in the administration of this strategy by advertising using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.~~

The County may choose a sponsor to assist in the administration of this strategy by using Seminole County purchase and procurement guidelines. The Sponsors may be a private corporation, a not for profit corporation or a community based organization. Selection will be based on the sponsor's ability to proceed, past experience in related fields, and performance.

h. **Additional Information**:

- ~~All assisted units must have previously received SHIP homeownership assistance, purchase assistance, or rehabilitation assistance;~~
- ~~Applicants must be at least 2 months in mortgage payment arrears and have received notification in writing from their lender that foreclosure proceedings will begin;~~
- ~~Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency;~~
- ~~Applicants must be credit worthy and have sufficient income required to maintain their SHIP Mortgage after foreclosure assistance is received;~~
- ~~Applicants may receive the foreclosure strategy one time only; and~~
- ~~Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to:~~

  ~~1. Sudden Loss of Income;~~

~~2. Sudden Medical Expenses;~~
~~3. Divorce or Separation;~~
~~4. Death in Family; and~~
~~5. Unforeseen home repair bills.~~

- Applicants must be at least 2 months in arrears in mortgage payments and have received notification in writing from their lender that foreclosure proceedings will begin.
- Applicants who need one time assistance in paying taxes and/or property insurance should submit current invoices to the County for proof of need of assistance.
- Applicants who apply for assistance and who need more than the foreclosure assistance that is offered in this strategy must have the additional funds to pay all the remaining unpaid deficiency.
- Applicants must be credit worthy and have sufficient income required to maintain their mortgage after foreclosure assistance is received.
- Participants will be required to receive homeownership counseling by staff to help prevent homeowners from re-experiencing future foreclosure problems.
- Applicant must demonstrate through documentary evidence that non payment of their mortgage is due to:

6. Sudden Loss of Income;
7. Sudden Medical Expenses;
8. Divorce or Separation;
9. Death in Family; or
10. Unforeseen home repair bills.

III. LHAP INCENTIVE STRATEGIES

Section 420.9071(16), F.S.

A. Name of the Strategy: Expedited Permitting

Permits as defined in s. 163.3164(7) and (8) for affordable housing projects are expedited to a greater degree than other projects.

a. Established policy and procedures: All housing permits that meet the affordable guidelines are noted. When permitting exceeds two weeks the permit will then be expedited. Average turn around time is one week.

B. Name of the Strategy: Ongoing Review Process

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

a. Established policy and procedures: Seminole Counties Development review board notifies the SHIP Program Administrator of any impending changes that might impact the cost of affordable housing and receives comments regarding

alternative solutions to limit cost increases

IV. EXHIBITS:

A. Housing Delivery Goals Chart (HDGC)

(Revised chart 2004/2005 enclosed)

EXHIBIT A

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART#2002

STRATEGIES FOR THE LOCAL HOUSING ASSISTANCE PLAN FOR STATE FISCAL YEAR: 2004-2005

Please check applicable box, & if Amendment, enter number

New Plan:		
Amendment:		
Fiscal Yr. Closeout:		

Name of Local Government: Seminole County

Available Funds: $3,635,379.00

HOME OWNERSHIP STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	A New Construction SHIP Dollars	B Rehab/Repair SHIP Dollars	C Without Construction SHIP Dollars	D Total SHIP Dollars	E Total Percentage	F Total Units
Purchase assistance	7	$130,000	30	$90,000	0	$20,000	$250,000.00	$250,000.00	$400,000.00	$900,000.00	24.76%	37
Rehabilitation	4	$60,000	2	$60,000	0	$0		$360,125.00		$360,125.00	9.91%	6
New construction	2	$200,000	1	$200,000	0	$40,000	$507,208.00			$507,208.00	13.95%	3
Acquisition and Rehab	0	$200,000	1	$200,000	0	$0		$170,000.00		$170,000.00	4.68%	1
Disaster Relief	0	$15,000	0	$15,000	0	$0				$0.00	0.00%	0
Foreclosure Prevention	5	$5,000	5	$5,000	0	$0			$50,000.00	$50,000.00	1.38%	10
Reconstruction	2	$200,000	0	$200,000	0		$390,000.00			$390,000.00	10.73%	2
										$0.00	0.00%	0
Subtotal 1 (Home Ownership)	20		39		0		$1,147,208.00	$780,125.00	$450,000.00	$2,377,333.00	65.39%	59

RENTAL STRATEGIES	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	MI Units	Max. SHIP Award	New Construction SHIP Dollars	Rehab/Repair SHIP Dollars	Without Construction SHIP Dollars	Total SHIP Dollars	Total Percentage	Total Units
Rental Construction	15	$70,000	15	$50,000	0	0	$950,000.00			$950,000.00	26.13%	30
										$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00	0.00%	0
										$0.00	0.00%	0
Subtotal 2 (Non-Home Ownership)	15		15		0		$950,000.00	$0.00	$0.00	$950,000.00	26.13%	30
Administration Fees										$294,786.00	8.11%	
Admin. From Program Income										$13,260.00	0.36%	
Home Ownership Counseling											0.00%	
GRAND TOTAL Add Subtotals 1 & 2, plus all Admin. & HO Counseling	35		54		0		$2,097,208.00	$780,125.00	$450,000.00	$3,635,379.00	100.00%	89

Percentage Construction/Reh	Calculate Constr./Rehab Percent. by adding Grand Total Columns A&B, then divide by Annual Allocation Amt.	79%
Maximum Allowable Purchase Price:	New	Existing

Allocation Breakdown	Amount	%
Very-Low Income	$1,748,000.00	48.1%
Low Income	$1,579,333.00	43.4%
Moderate Income	$0.00	0.0%
TOTAL	$3,327,333.00	91.5%

Projected Program Income:	$265,218.00	Max Amount Program Income For Admin:	$13,260.90
Projected Recaptured Funds:	$422,297.00		
Distribution:	$2,947,864.00		
Total Available Funds:	$3,635,379.00		

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2008 Florida State Crappie Championship Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2008 Florida State Crappie Championship in the amount of $20,000.

County-wide William McDermott

BACKGROUND:

This event was held in Seminole County in 2007. Over 1,500 room nights were generated with an economic impact of $750,000. Organizers received TDC funding in the amount of $15,000, but nearly three times that amount was spent on promotion and advertising.

Anglers will arrive in Seminole County starting Sunday, January 27, 2008 for the second round of the qualifier to be held on Friday, February 1. The week will end with the Florida State Championship on Saturday, February 2. Approximately 6,400 room nights are anticipated, including pre- and post-fishing. Total direct economic impact is projected at over $1 million. The County is expected to recoup approximately $76,500 in resort and sales tax as shown in Exhibit A.

The County receives widespread exposure from this event, and there is a good possibility of bringing the National Championship here in the near future.

Funds will be used to promote and advertise the event through various media outlets to attract visitors and generate hotel room nights.

Funds are appropriated subject to final adoption of the FY 2007-08 budget.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2008 Florida State Crappie Championship in the amount of $20,000.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

2008 FLORIDA STATE CRAPPIE CHAMPIONSHIP AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2007, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CRAPPIE MASTERS, INC.,** whose mailing address is Post Office Box 989, Lebanon, Missouri 65536-0989, hereinafter referred to as "CRAPPIE MASTERS".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the "Local Option Tourist Development Act" in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in advertising and promoting the Seminole County-based 2008 Florida State Crappie Championship to be held February 1 - 2, 2008, to promote tourism in Seminole County.

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth herein, COUNTY and CRAPPIE MASTERS agree as follows:

SECTION 1. TERM. The term of this Agreement is from October 1, 2007, through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated, as provided herein.

SECTION 2. TERMINATION. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice to the other party as provided for herein or, at the option of COUNTY, immediately in the event that CRAPPIE MASTERS fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CRAPPIE MASTERS after CRAPPIE MASTERS has received notice of termination. Upon said termination, CRAPPIE MASTERS shall immediately refund to COUNTY, or otherwise utilize as COUNTY directs, any unused funds provided hereunder.

SECTION 3. SERVICES.

(a) CRAPPIE MASTERS shall use funds from this Agreement to promote the Seminole County-based 2008 Florida State Crappie Championship to be held February 1-2, 2008 (the "Event"), as described in Exhibit A attached hereto and incorporated herein by reference, except that Tourist Development Council monies shall not be spent for Media/Magazine Placement/Writer expenses or for media appearances.

(b) The Seminole County Convention and Visitors Bureau logo, with telephone number and website address, must appear on all promotional material for which reimbursement will be requested, including but not limited to all electronically transmitted materials.

(c) CRAPPIE MASTERS shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.

(d) Promotional packages sent out by CRAPPIE MASTERS for the Event must contain a list of all Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must

be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) CRAPPIE MASTERS is required to use the Event Questionnaire provided by the Seminole County Convention and Visitors Bureau in order to qualify for reimbursement funds. After the Event, CRAPPIE MASTERS must provide to the Seminole County Convention and Visitors Bureau a minimum number of completed questionnaires equal to ten percent (10%) of the projected attendance at the Event or one hundred fifty (150), whichever is greater. Incomplete or partial questionnaires will not count toward the minimum number. Failure to provide the required number of completed questionnaires or failure to utilize the required questionnaire shall result in non-reimbursement of approved funds and shall also directly impact future consideration for tourist development tax funding.

(f) In order to qualify for reimbursement under this Agreement, CRAPPIE MASTERS must submit written proof of liability coverage to COUNTY upon execution of this Agreement.

(g) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the Event.

(h) A hotel poll reflecting an accurate accounting of room nights used for the Event shall be conducted by CRAPPIE MASTERS and submitted to COUNTY within thirty (30) days of the Event.

(i) CRAPPIE MASTERS shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at the Event. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(j) Failure to comply with or failure to meet the requirements of

said Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to CRAPPIE MASTERS by COUNTY pursuant to this Agreement.

SECTION 4. LIABILITY AND INSURANCE.

(a) **Liability.** COUNTY and its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and negligence of CRAPPIE MASTERS or its officers, employees, and agents in the performance of services provided hereunder. CRAPPIE MASTERS hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability, of whatsoever type or nature, howsoever arising, relating, in any way, to the acts or omissions of CRAPPIE MASTERS and its officers, members, agents, and employees.

(b) **Insurance.**

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

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of

the statement on the Certificate, CRAPPIE MASTERS shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

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

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

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

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

(C) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, or (2) fail to maintain the requisite Best's Rating and Financial Size

Category, CRAPPIE MASTERS shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CRAPPIE MASTERS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CRAPPIE MASTERS shall be deemed to be in default of this Agreement.

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

(A) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(7) Coverage. The insurance provided by CRAPPIE MASTERS pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing to the insurance provided by or on behalf of CRAPPIE MASTERS.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence basis rather than a claims-made basis.

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to CRAPPIE MASTERS up to a maximum sum of TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) for all services provided hereunder by CRAPPIE MASTERS during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures are reimbursable upon:

(a) Receipt by COUNTY of a Request for Funds form, attached hereto and incorporated herein as Exhibit B, from CRAPPIE MASTERS requesting all or part of the above amount. The Request for Funds form shall be completed properly and documentation attached including original or copies of invoices and copies of canceled checks. Such request by CRAPPIE MASTERS shall only be for services specifically provided for herein necessary to serve Seminole County. Said Request for Funds form shall be submitted no later than ninety (90) days after the Event. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CRAPPIE MASTERS under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that CRAPPIE MASTERS provided the services for which reimbursement is sought and has complied with the reporting requirements contained hereinafter;

(c) The final Request for Funds form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from the Event or activity for which funds have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit "C", shall include, but not be limited to, the actual number of hotel or motel rooms occupied and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Copy: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(e) Reimbursement shall be contingent upon CRAPPIE MASTERS' compliance with the requirements as stated in Exhibit A.

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, CRAPPIE MASTERS shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CRAPPIE MASTERS shall transmit and certify interim records with each Request for Funds form submitted to COUNTY. Each Request for Funds form shall detail costs incurred as referenced in Exhibit A. CRAPPIE MASTERS shall submit a final financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

SECTION 7. NON-ALLOWABLE COSTS. The purpose for which Tourist Development Tax grant funds are provided to CRAPPIE MASTERS shall not duplicate programs for which monies have been received, committed, or

applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit "A". Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, marketing, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

SECTION 8. UNAVAILABILITY OF FUNDS. CRAPPIE MASTERS acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at COUNTY's option, by written notice of termination to CRAPPIE MASTERS as provided hereinafter. COUNTY shall not be obligated to pay for any services provided or costs incurred by CRAPPIE MASTERS after it has received such notice of termination. In the event there are any unused COUNTY funds, CRAPPIE MASTERS shall promptly refund those funds to COUNTY or otherwise use such funds as COUNTY directs.

SECTION 9. ACCESS TO RECORDS. CRAPPIE MASTERS shall allow COUNTY, its duly authorized agent, and the public access to such of CRAPPIE MASTERS' records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Florida Statutes.

SECTION 10. LIAISON. CRAPPIE MASTERS shall submit the originals of the Request for Funds form, the Narrative Progress Report form and any other required reports or correspondence to the following:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

SECTION 11. NOTICES. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, return receipt requested, and sent to:

For COUNTY:

Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, FL 32779

For CRAPPIE MASTERS:

Paul Alpers, President
Crappie Masters, Inc.
P.O. Box 989
Lebanon, MO 65536-0989

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

SECTION 12. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

SECTION 13. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CRAPPIE MASTERS shall abide by all statutes, ordinances, rules, and regulations pertaining to, or

regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CRAPPIE MASTERS as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

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

(b) CRAPPIE MASTERS 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 CRAPPIE MASTERS 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, CRAPPIE MASTERS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST: CRAPPIE MASTERS, INC.

_____ By: _____

BOBBY BROWN, Secretary/Treasurer BRYAN WESSLER, 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 - Project Application
- Exhibit B - Request For Funds Form
- Exhibit C - Economic Impact Report Form

AEC:jjr
7/19/07
P:\Users\jroyal\Economic Development\2008-Florida State Crappie Masters Championship.doc

EXHIBIT A

APPLICATION
TOURIST DEVELOPMENT SPONSORSHIP
FY 2007-08

I. GENERAL INFORMATION

To assist us in evaluating the impact your event may have on Seminole County and to better understand what support you are requesting, the following questions must be answered in full.

(1) NAME OF ORGANIZATION Bass Pro Crappie Master

(2) NAME OF EVENT/PROJECT Florida State Championship and National Qualifier (2 tournaments)

DATE OF EVENT Feb 1-2, 2008 LOCATION OF EVENT Ft. Mellon Park

DESCRIPTION OF EVENT Two state and natl fishing tournaments/media event/trade show

(3) CONTACT PERSON Bobby Brown

(4) COMPLETE ADDRESS OF ORGANIZATION:

STREET P. O. Box 989

CITY Lebanon STATE MO ZIP 65536

PHONE: 417-532-0244 FAX: _____ E-Mail crappiemasters@gmail.com

(5) ORGANIZATION'S CHIEF OFFICIAL: Paul Alpers

TITLE: President/CEO

ADDRESS (IF DIFFERENT FROM ABOVE)

STREET n/a

CITY n/a STATE n/a ZIP n/a

PHONE: _____ FAX: _____ E-Mail _____

(6) AMOUNT REQUESTED $ 40,000

(7) INTENDED USE OF FUNDS:

Bid Guarantee [ ] Promotion/Marketing [✓]

IV. SPORTING EVENT (If Applicable)

(1) NAME OF SPORT/EVENT: Bass Pro Crappie Master

(2) LOCATION OF EVENT: Ft. Mellon Park; Lake Monroe; Sanford Civic Center

Have Facility(s) been secured? yes Facility(s) cost: _____

(3) TOTAL NUMBER OF FIELDS NEEDED: 0

(4) TOTAL NUMBER OF FIELDS NEEDED PER DAY: 0

(5) NUMBER OF LIGHTED FIELDS REQUIRED: 0

(6) PROVIDE FIELD USE TIMES BY DAY: n/a

(7) SPECIAL FIELD REQUIREMENTS (PLEASE SPECIFY):
parking

(8) SPECIAL SITE REQUIREMENTS:
trade show and kids rodeo

V. CULTURAL/CIVIC EVENT

SITE REQUIREMENTS:

III. EVENT INFORMATION (Use additional sheets where necessary.)

(1) NAME OF EVENT: Florida State Championship/National Qualifier

(2) NUMBER OF DAYS: 9 DATE: Jan 26 – Feb 3, 2008

(3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
COMPANY NAME: n/a

ADDRESS:

PHONE:

(4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY? Large economic impact to hospitality industry and local business community, national TV coverage, events for local residents to include kids fishing rodeo, trade show for local vendors – enormous gasoline purchases

(5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?
Annual event, as well as the ability to bring Bass Pro's larger event

(6) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS 250 anglers
LOCAL GUESTS
OUT-OF TOWN PARTICIPANTS
OUT-OF-TOWN GUESTS
OUT-OF-TOWN MEDIA

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 1681 – tournament; 6408 pre-and post

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. $1,160,044

PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM. (A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON www.visitseminole.com)

Seminole County - Economic Impact

Bass Pro Crappie Masters	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?	8089	$ 136.00	1	$ 1,100,104.00
How many **adult out-of state attendance/spectator** days expected?	90	$ 136.00	2	$ 24,480.00
How many **out-of state media/professional** days expected?	30	$ 136.00	2	$ 8,160.00
How many **adult in-state attendance/spectator/participant** days expected?	150	$ 91.00	2	$ 27,300.00
How many **youth out-of state participant** days are expected?		$ 68.00		$ -
How many **youth in-of state participant** days are expected?		$ 57.00		$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				$ 1,160,044.00
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 1,160,044.00		2.5	$ 2,900,110.00
Total earnings impact:	$ 1,160,044.00		0.57	$ 661,225.08
Total employment impact:	$ 1,160,044.00	1,000,000	22	25.52
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 1,160,044.00		0.06	$ 69,602.64
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ 69,602.64	0.09653	$ 6,718.74
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 1,160,044.00	$ -	0.01	$ 11,600.44
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night
TOTAL HOTEL IMPACT:		8629	8629	$225.00	$ 1,941,525.00
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ 1,941,525.00		0.03	$ 58,245.75
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				$ 76,564.93
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				$ 76,564.93

II. DETAILS ON YOUR ORGANIZATION:

In narrative form please describe your organization in the following areas. Use a separate sheet to complete these questions in detail.

(1) What are your organization's goals and objectives?

(2) What services does your organization provide?

(3) How will your organization monitor expenditure of funds?

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

(5) What is your organization's experience in managing sponsorships and grants?

Provide three (3) years of this event's history, if applicable.

Previous Event: Florida State Championship
Date _____ Location Lake Monroe
Contact Name/Phone: Paul Alpers, 573-280-8020
Out-of-State Participants 137 Room Nights 1561 Economic Impact $750,000

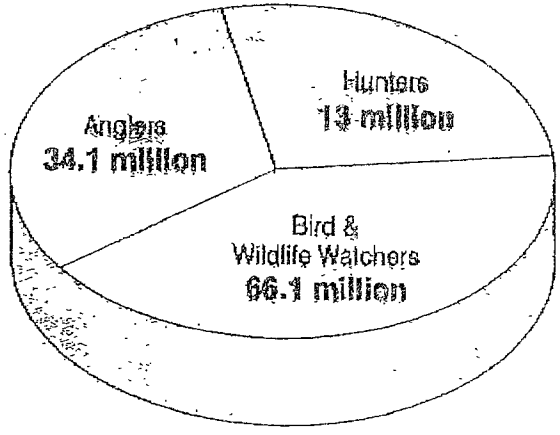
Previous Event: Florida State Championship
Date _____ Location Lake Harris Chain
Contact Name/Phone: Paul Alpers, 573-280-8020
Out-of-State Participants _____ Room Nights _____ Economic Impact _____

Previous Event: Red Foot TN (Lake Granada)
Date 3/2006 Location Tiptonville TN
Contact Name/Phone: Vanessa Hensen, 713-253-2007
Out-of-State Participants 234 Room Nights 2106 Economic Impact $1.6 million

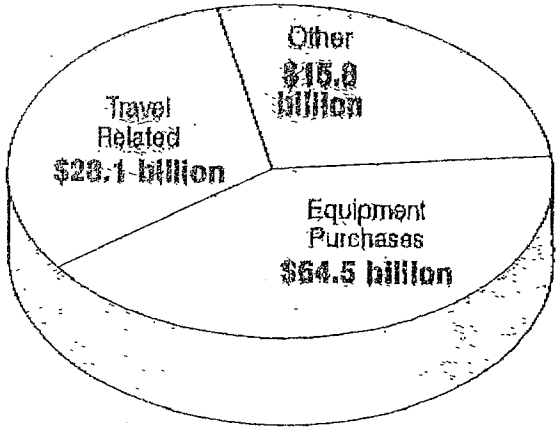
An Economic Powerhouse

THE OUTDOOR CUSTOMER

Participation
TOTAL=113.2 million



Equipment Expenditures
TOTAL=108.4 billion



In addition, there are 38.9 million Boaters and 36.5 million Campers.

THE TOTAL ANNUAL ECONOMIC IMPACT OF HUNTING/FISHING AND WILDLIFE RECREATION IN AMERICA IS $108 BILLION DOLLARS.

Sources: U.S. Fish & Wildlife's 2001 National Survey of Fishing, Hunting, and Wildlife-Associated Recreation
[illegible] Sporting Goods Association

CRAPPIE MASTERS
TEAM TOURNAMENT TRAIL

TOTAL EVENT BUDGET		
Expenses		
Travel		2500
Housing		850
Food		450
Awards/Trophies		350
Prize Money		24,000
Equipment		400
Rentals		800
Insurance		1200
Security		180
Marketing/Promotions		34,140
Marketing Production		8,560
Total Expenses		**73430**
Income		
Admissions/Entries		24,000
Tourism Marketing Monies		40,000
Total Income		**64,000**

*All given back in prize monies

CRAPPIE MASTERS
TEAM TOURNAMENT TRAIL

Media Costs for the January 2008 Florida State Crappie Championship

Television production:	
Revive the Outdoors with Cody & Cody (Sportsman's Channel)	$15,000.00
Television crew-production: Jerry Adams Outdoors (PBS & Sportsman's Channel)	$8,200.00
Media/Magazine Placements/Writers (Four at $1,600.00 each)	$6,400.00
Media present: Florida Sportsman Magazine, Florida Outdoor Magazine, Leisure Sportsman Magazine, Florida Crappie Association	
Media Appearance	
Bass Pro Shops Mr. Crappie -Wally Marshall	800.00
Full Page 4C ad in Crappie Master Magazine	3,300.00
Additional Magazine ads	440.00
Grizzly Jig Magazine – 56,000 circulation	
***Total Media Placement**	**$34,140.00**

Marketing Brochure Production Costs

50,000 Quad Folds in Bass Pro Shops in 12 states	$3,960.00
100,000 national brochures with CVB logo advertising	4,600.00
Total Cost – Marketing Production	**$8,560.00**
TOTAL MEDIA AND MARKETING	**$42,700.00**

Value Added

4C posters and banners w/Tournament Trail Schedule to include Seminole County in all BassPro Shops in the Southeast.

Promotional Flyers distributed by BassPro Shops during all tournaments on trail

Tournament Trail advertised on BassPro's official website (2 million visitors per month)

Tournament Trail advertised on BassPro Crappie Master Association national website.

BassPro Crappie Master angler registration marketing and media releases sent to all major angler publications, tournament cities/CVBs, to include Seminole County as a sponsor of the Florida State Tournament Trail.

Kids Rodeo – 250+ Central Florida kids participated.

*Additional coverage in Central Florida area as noted on the attached.

CRAPPIE MASTERS
TEAM TOURNAMENT TRAIL

Crappie Master Economic Impact:
Two Day State Championship

Information calculated from 2007 tournament surveys based on qualifying events.

95% of the teams were from out-of-area.
70% of the teams were from out-of-state, with 12 different states being represented.

VISITS TO LAKE MONROE PRIOR TO THE TOURNAMENT

4.75 trips with an average of 3.5 days per trip

125 teams x 4.75 x 3.5 x $225.00* = $467,578

TOURNAMENT

1 trip with an average of 9 days in town for the tournament

125 teams x 9 x $225.00 = $253,125

TOTAL ECONOMIC IMPACT TO STATE CHAMPIONSHIP AREA = $720,703

$ x 2.5** multiplier = **$1.8 million**

*Larger dollar amount spent in area due to vehicle and boat = more than four times gas, plus additional purchases in area.

*Larger multiplier for angler tournaments – 2 large vehicles = large gas tax

EXHIBIT "B"
REQUEST FOR FUNDS

SEMINOLE COUNTY TOURISM DEVELOPMENT
1230 DOUGLAS AVENUE, #116, LONGWOOD FL 32779

EVENT NAME_____

ORGANIZATION_____

STREET ADDRESS_____

CITY_____STATE_____ZIP_____

NAME OF CONTACT_____CONTACT TELEPHONE_____

CONTACT E-MAIL_____

REQUEST PERIOD FROM_____ TO_____

REQUEST # _____

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT $_____

EXPENSE	BUDGET	REIMBURSEMENT REQUESTED
_____	_____	_____
_____	_____	_____
TOTALS	_____	_____

(For Final Report only)
Please complete the following:

#of Hotels used_____

#of Hotel room nights_____

#of out-of-town participants_____

#of out-of-town fans_____

#of out-of-town media_____

Total direct economic impact $_____

NOTE: Furnishing false information may constitute a violation of applicable State and Federal laws.

CERTIFICATION OF FINANCIAL OFFICER: I certify that the above information is correct based on our official accounting system and records, consistently applied and maintained and that the cost shown have been made for the purpose of and in accordance with, the terms of the contract. The funds requested are for reimbursement of actual cost made during this time period.

SIGNATURE_____TITLE_____

Exhibit "C"

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?		$ 136.00		$ -
How many **adult out-of state attendance/spectator** days expected?		$ 136.00		$ -
How many **out-of state media/professional** days expected?		$ 136.00		$ -
How many **adult in-state attendance/spectator/participant** days expected?		$ 91.00		$ -
How many **youth out-of state participant** days are expected?		$ 68.00		$ -
How many **youth in-of state participant** days are expected?		$ 57.00		$ -
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				$ -
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ -		1.5	$ -
Total earnings impact:	$ -		0.57	$ -
Total employment impact:	$ -	1,000,000	22	-
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	$ -
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	$ -
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ -	$ -	0.01	$ -
Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT:				$ -
	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ -		0.03	$ -
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE COUNTY:				$ -
RENTAL COSTS OF FACILITIES OWNED & RECOUPED BY THE CITY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE COUNTY:				$ -
BID FEES AND COSTS ASSOCIATED TO THE EVENT PAID BY THE CITY:				$ -
APPROXIMATE REVENUE RECOUPED BY THE COUNTY ON THE EVENT:				$ -

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Fiscal Services/Administration Grants

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 State Homeland Security Grant Program (SHSGP) Sub-Recipient Agreement between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aid Radio Cache (MARC) Unit.

County-wide Jennifer Bero

BACKGROUND:

Consistent with the Department of Homeland Security State Strategy, the Seminole County EMS Fire/Rescue Division maintains custody of one of the eight (8) strategically placed MARC units throughout the state. The Mutual Aid Radio Cache (MARC) units provide a distribution mechanism for portable radios programmed in common to allow first responders the ability to have interoperable communications and communicate directly at the scene of an incident or event. This agreement provides for annual maintenance of the radio cache (MARC unit). The Department of Financial Services/Division of State Fire Marshal shall retain ownership of the radio cache and equipment. The Department of Financial Services agrees to reimburse the County for its expenses incurred in the maintenance and upgrades of their respective MARC unit in the amount of $19,648.88, or until designated funds are no longer available.

Budget Amendment Request (BAR) #07-87 is on the Budget Divisions Consent Agenda to adjust the budget.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute the State Homeland Security Grant Program (SHSGP) Sub-Recipient Agreement between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aide Radio Cache (MARC) Unit.

ATTACHMENTS:

1. Scope of Work
2. Agreement

Additionally Reviewed By:

- [x] County Attorney Review (Arnold Schneider)
- [x] Grant Review (Jennifer Bero, Lisa Spriggs)
- [x] Budget Review (Betty Segal, Lisa Spriggs)

Scope of Work

Funding is provided to perform eligible activities as identified in the Office for Domestic Preparedness Fiscal Year 2005 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below.

I. Categories and Other Eligible Activities

A. Categories

Planning

FY 2006 SHSP funds may be used for a range of homeland security planning activities, such as: Developing and implementing homeland security support programs and adopting DHS national initiatives; Developing related terrorism prevention activities; developing and enhancing plans and protocols; and developing or conducting assessments. These are outlined in the in FY 2006 Homeland Security Grant Program Guidance.

Equipment Acquisition
Any equipment purchased must be in accordance with the Authorized Equipment List (AEL), located at http://www1.rkb.mipt.org.

Training
Allowable training-related costs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at OGT-sponsored and OGT approved CBRNE and cyber security training courses. The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: fire service, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security, and private security providers. In order to deliver these courses, state and local instructors must be certified to deliver the course by successfully completing OGT train-the-trainer course delivery. Detailed descriptions of OGT courses are included in the *OGT CBRNE Training Course Catalog* at http://www.ojp.usdoj.gov/ODP/docs/coursecatalog.pdf.

01. Sustainment Funds for USAR and Regional Hazardous Materials Response Teams
This project will fund the sustainment effort of the 30 Regional HazMat Teams and seven (7) USAR Task Forces in accordance with Objective 2.9 of the State Strategy. These funds will be used to maintain equipment previously purchased with ODP funds. The additional funds are needed to provide warranties, calibration, consumables, and maintenance items to assure the operational readiness. This will provide funding for general maintenance and long term sustainment of previously funded equipment and for replacement of items that have exceeded their useful lifespan. This will assure continued mission readiness for these specialized teams.

07. Sustainment Funds for USAR and Regional Hazardous Materials Response Teams
USAR Task Forces and Hazardous Materials Teams: Complete required Operations, Specialist and Technician training for USAR and HazMat personnel. Includes overtime, backfill for training, exercises, and on scene record system for incumbent and replacement personnel and for current and new teams.

15. Annual Maintenance Contract for Mutual Aide Radio Cache (MARC) Unit
This request maintains and sustains the Mutual Aid Radio Communications (MARC) Systems in direct support of the National Priority of strengthening interoperable communications capabilities. Eight MARC units are strategically placed throughout Florida, operated by local jurisdictions. The primary elements contained in the MARC units include caches of UHF, VHF, and 700/800 MHz portable radios, VHF, UHF, 700 MHz repeaters, and a 100' collapsible radio tower. MARC units provide a distribution mechanism for portable radios programmed in common to allow first responders the ability to have interoperable communications and communicate directly at the scene of an incident or event. The repeaters and tower system can also provide single channel communications systems where an existing system is rendered inoperable, or where radio coverage problems exist. MARC units are considered mission critical resources which are integral to achieving interoperable communications for public safety responders handling large scale events or mutual aid incidents. Funding a statewide maintenance/sustainment system for the eight MARC units will provide a consistent process to ensure the resources remain in an operationally ready condition. This request also contains the addition of emergency tower lighting systems to each MARC unit.

16. Urban Search and Rescue / Hazardous Materials Planning

This project includes a two 2 1/2 day sessions and two 1 day sessions and Field Operations Guide (FOG) and other operational plans and manual updates.

USAR Task Forces and Hazardous Materials Teams: Complete required Operations, Specialist and Technician training for USAR and HazMat personnel. Includes overtime, backfill for training, exercises, and on scene record system for incumbent and replacement personnel and for current and new teams.

19. Basic Search and Rescue Training – First Responders

Provide all fire rescue first responders basic overview and skill sets to provide light search and rescue to the citizens of Florida. The intent is to further expand Florida's capability by providing an increased level of training and competency to approximately 32,000 fire rescue responders. These firefighters are the first to respond to incidents in their locales to catastrophic events and begin the initial assessment and search for victims. Increased training and awareness will improve the effectiveness of Florida's fire rescue response as well as augment more specialized resources. This is a continuation of the FY03 Florida Strategy.

23. Critical Needs for USAR and HazMat/WMD

The funding provided by this item will address critical equipment shortfalls (gap) in Statewide USAR and Haz Mat/WMD capability. Funding is needed to complete equipment purchases created by funding deficiencies. This equipment provides necessary capabilities to the current teams to ensure mission critical functions are met. The USAR needs were further justified by the hurricane responses of 2004 & 2005. The justification for the Haz Mat/WMD equipment is based on meeting the State strategy requirement defined for Type II Haz Mat/WMD Teams.

24. Enhance Self-Sufficiency of Speciality Teams for a Multi Day Deployment

The items funded by this project, along with equipment funded with 2005 SHSGP and TBUASI funds, will provide basic logistical support for three Bases of Operations (BoO) at incidents that involve multiple disciplines. Currently, teams are expected to sustain themselves for a maximum of 72 hours with minimal outside logistical support. The likelihood of outside logistical support being received within a reasonable time frame is unlikely. Resources must be committed to expand the self sufficiency of these multi-discipline teams for multi-day missions. The equipment funded in this project will assure the ability to conduct simultaneous operations at three separate sites. The need for this item is strongly indicated by experience in responding to the hurricanes of 2004 & 2005. This equipment can be used by all disciplines for long duration operations.

B. Other Eligible Activities

Other Authorized Equipment Related Costs

- Sales tax
- Shipping
- Leasing of space for equipment storage
- Installation
- Maintenance
- Training
- Consulting services in support of equipment acquisition
- Programming for Global Justice XML Data Model compliance

Other Authorized Training Related Costs

- **Cost to develop, deliver, and evaluate training –** This includes cost related to administering the training; planning, scheduling, facilities, materials and supplies, reproduction of materials and equipment.

- **Overtime and backfill funding for emergency preparedness and response personnel attending OGT-sponsored and approved training classes** - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours). Further, overtime payments and backfill costs associated with sending personnel to training are allowable, provided that it is G&T sponsored training. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.

- **Costs associated with the certification and re-certification of instructors**

- **Full or Part-Time Staff or Contractors/Consultants** - Full or part-time staff may be hired to support training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured by the state in the design, development, conduct, and evaluation of CBRNE training. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.

- **Travel** - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the training project(s) or for attending ODP-sponsored courses. These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.

- **Supplies** - Supplies are items that are expended or consumed during the course of the planning and conduct of the training project(s) (e.g., copying paper, gloves, tape, and non-sterile masks).

- **Other Items** - These costs include the rental of space/locations for planning and conducting training, badges, etc.

C. Unauthorized Expenditure

Unauthorized program expenditures are applicable to each category; they include:

- Expenditures for items such as general-use software (word processing, spreadsheet, graphics, etc.)
- General-use computers and related equipment (other than allowable M&A activities, or otherwise associated preparedness or response functions)
- General-use vehicles
- Licensing fees
- Weapons systems and ammunition
- Construction and renovation (see page 6 for guidance and exceptions)
- Hiring of public safety personnel for the purposes of fulfilling traditional public safety duties
- Activities unrelated to the completion and implementation of the FY06 SHSGP
- Other items not in accordance with the Authorized Equipment List or previously listed allowable costs

Note: All FY 2006 Homeland Security Gran Program Grant Guidance can be found at http://www.ojp.usdoj.gov/odp/docs/fy2006hsgp.pdf

2006-2007 STATE HOMELAND SECURITY GRANT PROGRAM SHSGP SUB-RECIPIENT AGREEMENT FOR EXPENDITURE OF LOCAL GOVERNMENT UNIT FUNDING FOR SUSTAINMENT FUNDS FOR ANNUAL MAINTENANCE CONTRACT FOR MUTUAL AID RADIO CACHE (MARC) UNIT

THIS AGREEMENT ("Agreement") is entered into by and between the State of Florida, Department of Financial Services, 200 East Gaines Street, Tallahassee, Florida 32399-0300 (hereinafter referred to as "Department") or its successor, and Seminole County Government, EMS/Rescue Division (hereinafter referred to as "Subrecipient"), effective as of the last date executed below.

WITNESSETH THAT:

WHEREAS, the Department has determined that it is in need of certain services as described herein; and

WHEREAS, Subrecipient, a governmental agency, has the expertise and ability to faithfully perform such services.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

1. Services and Deliverables. Subrecipient agrees to provide the following services and deliverables:

1(a) Maintenance and sustainment of the Mutual Aid Radio Communications (MARC) Systems in direct support of the National Priority of strengthening interoperable communications capabilities. The primary elements contained in the MARC units include caches of UHF, VHF, and 700/800 MHz portable radios, VHF, UHF, 700 MHz repeaters, and a 100' collapsible radio tower;

1(b) Addition of emergency tower lighting systems;

1(c) Performance in accordance with the standards under "scope of work" found at http://www.fldfs.com/sfm/DomSec/SHSGP_ScopeofWork_2006-07.pdf, incorporated herein by reference, and

1(d) Readiness and response to activation orders for deployment by the State Emergency Operations Center.

1(e) Notwithstanding any other provision in this Agreement, the obligations contained in this paragraph, or such other provisions as it may apply, shall continue for the duration of this Agreement and shall survive the termination of this Agreement. Each resource awarded to the Subrecipient pursuant to this Agreement must continue to be used for the purposes described in this Agreement.

2. Delivery Schedule. The services or other units of deliverables specified in Paragraph 1 above shall be delivered or otherwise rendered on behalf of the Department in accordance with the following schedule:

2(a) Readiness shall be on a continuous basis, and

2(b) Upon notification by the State Emergency Operations Center, or State Fire Marshal, Subrecipient shall respond to any and all incidents either within its regional response area, or as designated within the State Emergency Response Plan, for so long as this Agreement remains in effect, or as may be agreed upon under the Florida Strategy;

3. Payment.

3(a) Subject to the terms and conditions established by this Agreement and the billing procedures established by the Department, the Department agrees to reimburse Subrecipient for its expenses incurred in the maintenance and upgrades of their respective MARC unit in the amount of $19,648.88, or until designated funds are no longer available. If additional money becomes available through the grant process, this amount may be increased or decreased, upon the written approval of both contract managers, to be used for the purposes set forth in paragraph one (1) above, and subject to the terms and conditions established by this Agreement.

3(b) All requests for reimbursement shall be submitted in accordance with this Agreement within thirty days following Subrecipient's expenditure of funds, but in no event later than January 31, 2008, unless this grant period is extended by agreement between the Department and the Division of Emergency Management.

3(c) Vendor Rights. Vendors providing goods and services to an agency should be aware of the following time-frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services, unless the bid specifications, purchase orders or Agreement specifies otherwise. An agency has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Department is to approve the invoice in the state financial system within 20 days.

If a payment is not available within 40 days, a separate interest penalty, computed at the rate determined by the State of Florida Chief Financial Officer pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the vendor. To obtain the applicable interest rate, please refer to http://www.dbf.state.fl.us/interest.html. The interest penalty provision applies after a 35 day time period to health care Subrecipients, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency with the proper tax payer identification information documentation to be submitted before the prompt payment standards are to be applied.

A Vendor Ombudsman has been established with the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

3(d) Taxes. The Department is exempted from payment of Florida state sales and use taxes and Federal Excise Tax. Unless personally exempt by law, Subrecipient shall not be exempted from paying Florida state sales and use taxes to the appropriate governmental agencies or for payment by Subrecipient to suppliers for taxes on materials used to fulfill its obligations with the Department. Subrecipient shall not use the Department's exemption number in securing such materials. Subrecipient shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

3(e) Travel. Any expense incurred by the Provider for travel must be authorized by the Department in advance. Travel expenses will be reimbursed to Subrecipient at a rate not to exceed that which is payable to state employees for travel and per diem as prescribed by Section 112.061,

Florida Statutes, and shall be submitted in accordance with said section. All other expenses, including expenses for the gathering and presentation of exhibits, must be authorized by the Department in advance.

3(f) Payment Processing. All charges for services rendered or for reimbursement of expenses authorized by the Department in accordance with Paragraphs 2 and 3 shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. All payments for professional services and authorized expenses, including travel expenses, will be paid to Subrecipient only upon the timely and satisfactory completion of all services and other units of deliverable such as reports, findings and drafts, which are required by Paragraphs 1 and 2 above and upon the written acceptance of said services and units of deliverables such as reports, findings, and drafts by the Department's designated contract manager. Interim payments may be made by the Department at its discretion under extenuating circumstances if the completion of services and other units of deliverables to date has first been accepted in writing by the Department's contract manager.

3(g) Contingency. If the terms of this Agreement extend beyond the current fiscal year, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. Termination.

4(a) The Department may cancel this Agreement at any time for any reason upon the submission of a thirty (30) day prior written notice. If the Department cancels the Agreement Subrecipient shall be paid only the amount due for deliverables which have been received and accepted by the Department and deliverables due within the time period stated in number 2 above. Subrecipient shall be entitled to no damages beyond what is provided in this paragraph. Notwithstanding the above, Subrecipient shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any termination or breach of this Agreement by Subrecipient. In the event this Agreement is terminated, Subrecipient shall be reimbursed through the date of services rendered subject to any such damages.

4(b) This Agreement shall terminate upon Subrecipient's satisfactory completion of the services and other units of deliverables described or referenced in Paragraphs 1 and 2 by the Department and upon satisfactory performance evaluations of Subrecipient by the Department. The Department may unilaterally terminate this Agreement in the event that the Department requests in writing that Subrecipient allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, which are made or received by Subrecipient in conjunction with this Agreement, and Subrecipient refuses to allow such access. Subrecipient shall comply with the record keeping standards of the Rules of the Department of State, Division of Library and Information Services, Florida Administrative Code Chapter 1B-24 and 26, and the Federally Funded Grant Agreement 07DS-5N-13-00-217, which can be accessed on the Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm. If, in the judgment of the Department, Subrecipient for any reason fails to fulfill in a timely manner all obligations under this Agreement, the Department shall have the right to terminate this Agreement by giving at least five days written notice by registered mail to Subrecipient of such termination, including the effective date of termination. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of Subrecipient, its agents, servants, and employees, nor shall Subrecipient disclaim its own negligence to the Department or any third party.

4(c) The Department may terminate this Agreement if Subrecipient commits any material breach of this Agreement, fails to timely deliver a material deliverable, employs an

unauthorized alien in the performance of the work; discontinues the performance of the work; fails to resume work that has been discontinued within a reasonable time after notice to do so; becomes insolvent or is declared bankrupt; makes an assignment for the benefit of creditors without the approval of Department; makes or has made an intentional material misrepresentation or omission in any materials provided to Department; fails to maintain the required insurance; fails to provide the Department access to all documents, papers, letters, or other material subject to statutory provisions relating to the examination and inspection of public records that are made or received by Department in conjunction with this Agreement. Should Subrecipient default under the Agreement which default is not cured within ten days of notice provided by the Department, Subrecipient shall be liable to the Department for any expenses that the Department may incur in securing a substitute Subrecipient to assume completion of the services.

5. Term and Renewal. This Agreement shall begin upon execution and end on January 31, 2008. In the event the grant is extended by Agreement between the Department and the Division of Emergency Management, this Agreement may be extended for the same period upon the written approval of both contract managers. Any extension is subject to the same terms and conditions as the original Agreement and shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds.

6. Agreement Modification. This Agreement may be amended only by a written agreement between both parties subject to the provisions of Chapter 287, Florida Statutes, or as set forth in paragraphs 3(a) and (5) above.

7. Federally-Funded Subgrant Agreement. The funds for this Agreement are provided through a Subgrant Agreement between the Department and the Division of Emergency Management; Contract Number: 07DS-5N-13-00-217. The Subgrant Agreement can be accessed through the Department's website at http://www.fldfs.com/sfm/sfm_domestic_security.htm. Subrecipient agrees to be bound by all of the provisions of the Subgrant Agreement referenced in this paragraph.

8. Reports

8(a) At a minimum, Subrecipient shall provide the Department with quarterly reports, and with a close-out report. These reports shall include the current status and progress by Subrecipient in completing the work described in the "Services and Deliverables" and the expenditure of funds under this Agreement, in addition to such other information as requested by the Department.

8(b) Quarterly reports are due to be received by the Department no later than twenty (20) days after the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 21, June 20, September 20 and December 21.

8(c) The close-out report is due fifty (50) days after termination of this Agreement or upon completion of the activities contained in this Agreement, whichever first occurs.

8(d) If all required reports and copies, prescribed above, are not sent to the Department or are not completed in a manner acceptable to the Department, the Department may withhold further payments until they are completed or may take other action. "Acceptable to the Department" means that the work product was completed in accordance with the "Service and Deliverables," Delivery Schedule," and "Payment" provisions of this Agreement.

8(e) Subrecipient shall provide such additional program updates, reports or information as may be required by the Department.

9. Monitoring The Department shall monitor the performance of Subrecipient under this Agreement to ensure that all of the conditions of this Agreement are met. Such review shall be made for each function or activity set forth in the "Service and Deliverables," "Delivery Schedule," and "Payment" provisions of this Agreement, and reported in the quarterly report. Monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Department will monitor the performance and financial management by Subrecipient throughout the contract term to ensure timely completion of all tasks.

10. Subagreements. All services agreed upon are to be performed solely by Subrecipient and may not be subcontracted or assigned without the prior written consent of the Department. If permission is granted, the subcontract must include (i) a provision binding the subcontractor to the terms of this Agreement, (ii) a provision binding the subcontractor to all applicable state and federal laws and regulations, and (iii) a provision whereby the subcontractor agrees to hold the Division of Emergency Management and the Department harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by Subrecipient.

11. Liability

11(a) Unless Subrecipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes, the Subrecipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Department and the Division of Emergency Management harmless against all claims of whatever nature by third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Department or the Division of Emergency Management, but is an independent contractor.

11(b) Any Subrecipient who is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the extent provided by Section 768.28, Florida Statutes, for its negligent acts or omissions or tortuous acts which result in claims or suits against the Department or Division of Emergency Management, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

12. Miscellaneous. This instrument and any referenced or attached addendum embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject. If there is any conflict between this Agreement and any referenced or attached addendum, the terms and conditions of this Agreement shall take precedence and govern

any such dispute. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In all cases, venue shall be in Leon County, Florida. Subrecipient is an independent contractor, and is not an employee or agent of the Department. The respective obligations of the parties which by their nature would continue beyond the termination or expiration of any attachment or this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and limitations of liability, shall survive termination or expiration. If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision and shall remain in full force and effect.

13. Statutory Notices. The Department shall consider the employment by any contractor or subrecipient of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement. An entity or affiliate who has been placed on the public entity crimes list or the discriminatory vendor list may not submit a bid on a contract or subrecipient agreement to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity pursuant to limitations under Chapter 287, Florida Statutes. Nothing herein shall be construed as waiving the sovereign immunity of the State of Florida. The Department shall not be deemed to assume any liability for the acts, omissions to act or negligence of the Subrecipient, its agents, servants, and employees, nor shall Subrecipient disclaim its own negligence to the Department or any third party.

14. Compliance with Federal, State and Local Laws. Subrecipient and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, worker's compensation, licenses and registration requirements.

15. Electronic Accessibility. When the agency is to develop, procure, maintain, or use electronic and information technology, they shall ensure that the electronic and information technology allows employees and members of the public with disabilities to have access to and use of information and data that is comparable to the access to and use of information and data by employees who are not individuals with disabilities. See 36 CFR Part 1194 based on Section 508 of the Rehabilitation Act Amendments, 29 USC Sec. 794. (see http://www.section508.gov/) .

16. Contract Administration.

16 (a) The Department contract manager is John Deiorio, II located at 11655 Northwest Gainesville Road, Ocala, Florida 34482-1486.

16 (b) Subrecipient's contract manager is Leeanna Raw located at Seminole County EMS/Fire/Rescue Division, 150 Bush Blvd., Sanford, Florida 32773, telephone 407-665-5002, Fax 407-665-5010, email lraw@seminolecountyfl.gov

16 (c) All written and verbal approvals referenced in this Agreement must be obtained from the parties' contract administrators or designees. Notices required to be in writing must be delivered or sent to the intended Subrecipient by hand delivery, certified mail or receipted courier and shall be deemed received on the date received or the date of the certification or receipt.

17. Compliance with CFO Memorandum No. 4: Subrecipient shall assure compliance itself and by its subcontractors, if any, with CFO Memorandum No. 4 (2005-06), effective June

30, 2006, which can be found at http://www.fldfs.com/aadir/cm050604.pdf; including but not limited to the following provisions:

17(a) State financial assistance under this Agreement shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide/ .

17(b) Those subject to this Agreement may charge only allowable costs resulting from obligations incurred during the term of the Agreement.

17(c) Any balance of unobligated cash that has been advanced or paid that is not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

17(d) Agreements with vendors must be procured in a manner that ensures a fair and reasonable price to the State and in compliance with applicable rules and regulations, including, but not limited to Sections 287.057 and 216.3475, F.S.

IN WITNESS WHEREOF, the Department of Financial Services and Seminole County Government, by their duly authorized representatives, have executed this Agreement.

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BY:_____
Carlton D. Henley, Chairman

As authorized for execution by the
Board of County Commissioners

at their_____,2007
regular meeting.

ATTEST:

_____
MARY ANN 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

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL
SERVICES

BY:_____
James R. Cassady, Chief of Staff

Date:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Florida Recreation Development Assistance Program (FRDAP) Grant Application

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

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

MOTION/RECOMMENDATION:
Approve to submit a grant application to the Florida Department of Environmental Protection requesting $200,000 through their FRDAP Grant Program for renovations to Wilson's Landing Park; and authorize the County Manager to execute supporting documents.

District 5 Brenda Carey Joe Abel

BACKGROUND:

The Florida Department of Environmental Protection is offering the FRDAP Grant Program to financially assist local governments with developing land for public outdoor recreation use. The program seeks to provide funds for the development or renovation of public outdoor recreation areas, facilities (i.e. restrooms, pavilions, etc.), and trails.

During budget work sessions held July 31–August 2, staff was directed by the Board to pursue grant funding opportunities to help subsidize the proposed cost to renovate the Wilson's Landing site. Staff is seeking approval from the Board to pursue the FRDAP Grant for the outdoor-related renovations and/or amenities detailed on the attached Abstract form.

Due September 14, 2007, the proposed application would request $200,000. If awarded, matching funds of $200,000 would need to be accommodated by General Fund.

STAFF RECOMMENDATION:
Staff recommends the Board approve to submit a grant application to the Florida Department of Environmental Protection requesting $200,000 through their FRDAP Grant Program for renovations to Wilson's Landing Park; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Grant Proposal Review Form

Additionally Reviewed By:
No additional reviews

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: Florida Department of Environmental Protection

DATE DUE: September 14, 2007

PROJECT TITLE: Wilson's Landing

DEPARTMENT: Leisure Services

PROJECT INITIATOR(S): Amy Raub, Natural Lands Program

PROJECT MANAGER: Joe Gasparini, Parks and Recreation Manager

PROJECT DESCRIPTION: As presented by Amy Raub during the recent budget work sessions, outdoor amenities proposed for the Wilson's Landing site include:

- A designated area in the pasture and adjacent oak hammock for group camping with fire rings.
- Surrounding the camping area, a crushed shell trail loop which will further identify the camping area.
- Interpretation along the shell trail and throughout the park focusing on the Wekiva River ecosystem and the history of the Native Americans along the river.
- A retrofit to the existing boardwalk/overlook to include a canoe launch floating dock platform. This will ease the entrance and exit to the water for individuals who choose to port a canoe or kayak.
- A ropes course to be constructed in an already fenced in area of the park.
- A possible native plant demonstration or butterfly garden.
- An additional open air pavilion or wildlife observation platform in the hammock.

TOTAL AMOUNT REQUESTED: $200,000

MATCHING FUNDS (IF APPLICABLE): $200,000

SOURCES OF MATCH: General Fund

TOTAL PROJECT COST: TBD

GRANT FUNDING IS:
☒COMPETITIVE ☐ ENTITLEMENT ☐ CONTRACT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Innovative Waste Reduction and Recycling Grant Application

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

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

MOTION/RECOMMENDATION:
Approve to submit a grant application the Florida Department of Environmental Protection requesting $150,000 through their Innovative Waste Reduction and Recycling Grant Program for the Composting Pilot Project; and authorize the County Manager to execute supporting documents.

County-wide John Cirello

BACKGROUND:

The Florida Department of Environmental Protection offers the Innovative Waste Reduction and Recycling Grant Program to assist with funding the development of innovative processes for collecting, recycling, or otherwise reducing the amount of solid waste transferred to Florida landfills.

The Solid Waste Management Division is interested in applying for the grant to conduct a pilot project investigating the feasibility of static pile composting of yard waste and biosolids (waste water treatment sludge). The Division anticipates working cooperatively with a private composting firm, engineers, consultants, and analytical laboratories on this project. Additional information is provided on the attached abstract.

Due September 4, 2007, the proposed application would request $150,000. Seminole County's contribution to the effort will be in-kind labor and space at the landfill. No matching funds are required.

STAFF RECOMMENDATION:
Staff recommends the Board approve to submit a grant application the Florida Department of Environmental Protection requesting $150,000 through their Innovative Waste Reduction and Recycling Grant Program for the Composting Pilot Project; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Overview

Additionally Reviewed By:
No additional reviews

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: Florida Department of Environmental Protection

DATE DUE: September 4, 2007

PROJECT TITLE: Composting Pilot Program

DEPARTMENT: Environmental Services

PROJECT INITIATOR(S): David Gregory, Solid Waste Management Manager

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: David Gregory

PROJECT DESCRIPTION: The Solid Waste Management Division is interested in applying for the grant to conduct a pilot project investigating the feasibility of static pile composting of yard waste and biosolids (waste water treatment sludge). The pilot will involve the construction of a pad within the slurry wall of the landfill. On the pad, yard waste and biosolids will be combined and allowed to compost. Analysis will be conducted on the compost product and run-off areas to access the efficacy of the compost process and to determine if the process causes any concerns for surrounding areas. The Solid Waste Management Division anticipates working cooperatively with a private composting firm, engineers, consultants, and analytical laboratories on this project.

TOTAL AMOUNT REQUESTED: $150,000

MATCHING FUNDS (IF APPLICABLE): n/a

SOURCES OF MATCH: In-kind labor and space

TOTAL PROJECT COST: $150,000

GRANT FUNDING IS:
☒COMPETITIVE ☐ ENTITLEMENT ☐ CONTRACT

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application

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

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

MOTION/RECOMMENDATION:
Approve to submit a grant application to the US Department of Homeland Security requesting $2,530,200 through their SAFER Grant Program, and authorize the County Manager to execute supporting documents.

County-wide Leeanna Raw

BACKGROUND:
The US Department of Homeland Security is offering the SAFER Grant Program to assist fire departments with increasing the number of on-staff firefighters. The program was created to provide funding directly to fire departments and volunteer firefighter interest organizations in order to help them increase the number of trained, "front-line" firefighters available in their communities.

The EMS/Fire/Rescue Division is interested in pursuing the grant for 24 positions needed to staff Fire Station 29 proposed for the Aloma/SR 417 area. The addition of the station will fill geographic voids, eliminating the deficiency in response times for citizens in the area. Due to the nature of the need and the competitiveness of the grant program, it is requested the staffing of this station not be contingent upon the grant award.

Due August 31, 2007, the proposed application would request $2,530,200. Matching funds of $7,403,525 would be funded by the Fire Fund. The attached abstract provides additional project and financial information.

STAFF RECOMMENDATION:
Staff recommends the Board to approve to submit a grant application to the US Department of Homeland Security requesting $2,530,200 through their SAFER Grant Program, and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project and Financial Summary

Additionally Reviewed By:
No additional reviews

GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION

FUNDER: US Department of Homeland Security

DATE DUE: August 31, 2007

PROJECT TITLE: Firefighter Staffing for Station# 29

DEPARTMENT: Public Safety

PROJECT INITIATOR(S): Leeanna Raw, Fire Chief

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Leeanna Raw, Fire Chief

PROJECT DESCRIPTION: The level of service adopted in the Vision 2020 Comprehensive Plan for emergency response time in unincorporated areas of the county is 5 minutes. The EMS/Fire/Rescue Division identified service deficiencies in several areas. As a result, the Division has planned and budgeted for three (3) new facilities in the next few years--Station 29 in the Aloma/SR 417 area, Station 19 in the Greenwood Lakes area, and Station 39 in the Yankee Lake area. The addition of these stations will provide 6 new response units, increasing the service levels to compliancy.

The 5-year performance grant would allow for supplementary funds for 24 firefighter positions at Station 29 in the Aloma/SR 417 area, the station identified as highest priority. Listed below are Federal share versus County share for the grant period. Please note, the amounts are adjusted to reflect a 4% COLA per year:

	Year 1	Year 2	Year 3	Year 4	Year 5
Federal Share	$ 910,800	$ 809,520	$ 505,920	$ 303,960	$ 0
County Share	$ 923,235	$1,097,876	$1,477,772	$1,759,080	$2,145,562
Total Costs	$1,834,035	$1,907,396	$1,983,692	$2,063,040	$2,145,562

TOTAL GRANT AMOUNT: $2,530,200

MATCHING FUNDS (IF APPLICABLE): $7,403,525

SOURCES OF MATCH: _____ Fire Fund

TOTAL PROJECT COST: _____ $9,933,725

GRANT FUNDING IS:

☒COMPETITIVE ☐ ENTITLEMENT ☐ CONTRACT

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:** Betty Segal **EXT:** 7171

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: _____

C:\Documents and Settings\trhodes\Desktop\CSBG Increase bar 07-72.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-85 - $145,751 - Environmental Services - Sewer Connection Fees 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) # 07-85 to the Sewer Connection Fees Fund in the amount of $145,751 to provide additional funding for the Greenwood Lakes Reclaim Tank 2.

County-wide Lin Polk

BACKGROUND:

This is a request for 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, two replacement butterfly valves, and pipe restraints.

Balance of reserves after the budget change is approximately $10, 200,000.

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 $145,751 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	8/17/07
Analyst	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, two replacement butterfly valves 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	145,751
Total Sources			**$145,751**

Uses:

Account Number	Project #	Account Title	Amount
40103.087880.560650	00182901	Construction in Progress	145,751
Total Uses			**$145,751**

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 #07-86 - $400,000 - Public Works - Stormwater Fund (Sweetwater Cove)

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) #07-86 through the Stormwater Fund in the amount of $400,000 to recognize increased funding from the St. Johns River Water Management District for the Sweetwater Cove Tributary project.

County-wide Lin Polk

BACKGROUND:

On the Public Work's Consent Agenda is a motion to execute a Second Amendment to the Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for the **Sweetwater Cove Tributary** project. This project consists of sediment dredging of Sweetwater Cove along with structure modifications and littoral (wetland plants around the edge of a lake) planting.

The original cost share agreement with SJRWMD was executed on May 25, 2001. The first amendment was executed on May 25, 2004. The second amendment, being presented at this meeting, will provide an additional $400,000 in funding for this project, which is anticipated to be completed September 2008.

The total cost of this project is estimated at $1,900,001.

Total estimated costs - Sweetwater Cove Tributary (00008302)

Current Budget - FY 2006/07	$ 1,188,031
BAR 07-86	400,000
Adjusted Budget - FY 2006/07	1,588,031
Total Estimated Expenditures through September 30, 2006	311,970
Total Estimated Cost	$ 1,900,001

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-86 through the Stormwater Fund in the amount of $400,000 to recognize increased funding from the St. Johns River Water Management District for the Sweetwater Cove Tributary project.

ATTACHMENTS:

1. Budget Amendment Request
2. Capital Improvement Project Detail Sheet

Additionally Reviewed By:
No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik V Coulter Analyst	8/6/07 Date
Budget Manager	Date
Director	Date
07-86 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Works**
Fund(s): **Stormwater Fund**

PURPOSE: To recognize additional funding received for the Sweetwater Cove Tributary 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
13000.337900	00008302	Local Grants and Aids (Sweetwater Cove Tributary)	$ 400,000
Total Sources			**$ 400,000**

Uses:

Account Number	Project #	Account Title	Amount
13000.077530.560650	00008302	Construction in Progress (Sweetwater Cove Tributary)	$ 400,000
Total Uses			**$ 400,000**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

Drainage

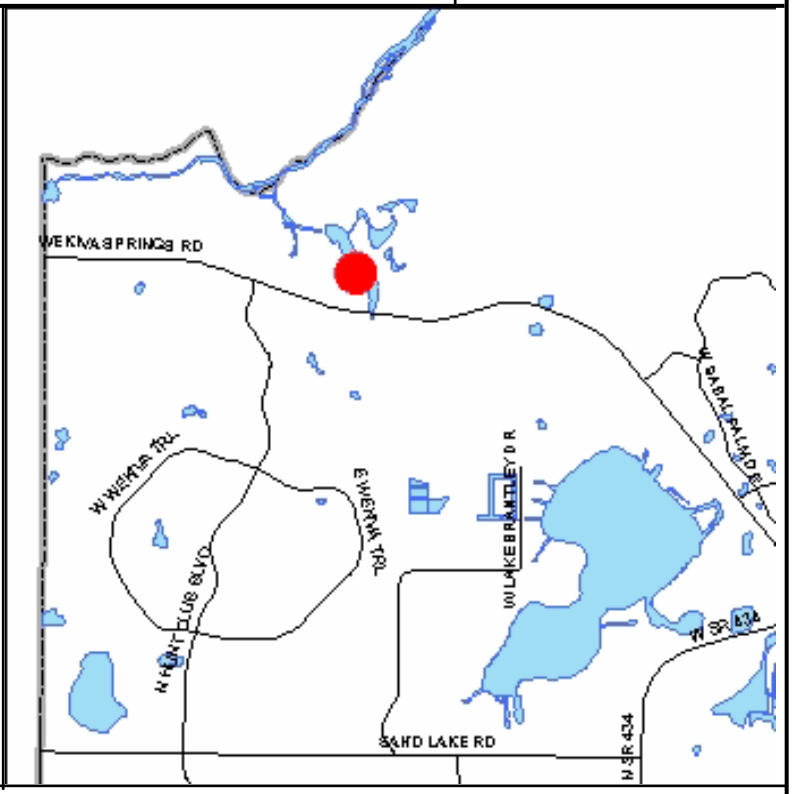
Project Title: **Sweetwater Cove Tributary**		Start Date: **March 2006**
Project #: **00008302**	District(s): **District #3**	End Date: **September 2008**

Project Location
FROM WEKIVA SPRINGS RD TO WEKIVA RIVER

Project Description and Scope
SEDIMENT DREDGING OF SWEETWATER COVE ALONG WITH STRUCTURE MODIFICATIONS AND LITTORAL PLANTING (WETLAND PLANTS AROUND THE EDGE OF A LAKE)

Project Duration
2 YEARS 6 MONTHS

Project Phases and Status	Start	Finish
Design	**Mar-06**	**Oct-07**
In Progress w/ Schedule Delays/Compressions		
Construction	**Oct-07**	**Sep-08**
To be scheduled pending final design/permitting - expected April 2007		



Project Justification
THIS IS ONE OF THE WEKIVA RIVER PROTECTION AREA WATER QUALITY IMPROVEMENT NEEDS IDENTIFIED IN THE 2005 WEKIVA PARKWAY AND PROTECTION ACT MASTER STORMWATER MANAGEMENT PLAN ADOPTED BY THE BOARD IN THE SEMINOLE COUNTY COMPREHENSIVE PLAN IN DECEMBER 2005

Project Summary
ST JOHNS RIVER WATER MANAGEMENT DISTRICT FUNDED PROJECT. PRELIMINARY ENGINEERING AND ENVIRONMENTAL EVALUATION COMPLETE. PHASE I DESIGN AND CONSTRUCTION COMPLETED (AUGUST 2005). PHASE I CONSTRUCTION WAS FUNDED BY NATURAL RESOURCES CONSERVATION SERVICE UNDER THE SWEETWATER COVER (NATURAL RESOURCES CONSERVATION SERVICE) PROJECT. PHASE II DESIGN STARTED IN FY 2005/2006, CONSTRUCTION PROPOSED FOR FY 2006/2007. PHASE IIIB DESIGN UNDERWAY. PUBLIC MEETING HELD 11/16/06. SUBMITTED PLANS TO SJRWMD 03/21/07.

Project Expenditures	FY 2005 Actual	FY 2006 Actual	FY 2007 YTD	FY 2007 Amended	FY 2008 Requested	FY 2009 Requested	FY 2010 Requested	FY 2011 Requested	FY 2012 Requested
Construction & Design	172,598	1,654	45,537	188,031	-	-	-	-	-
Construction In Progress	-	-	-	1,000,000	-	-	-	-	-
	172,598	1,654	45,537	1,188,031	-	-	-	-	-

Project Funding	FY 2005 Actual	FY 2006 Actual	FY 2007 YTD	FY 2007 Amended	FY 2008 Requested	FY 2009 Requested	FY 2010 Requested	FY 2011 Requested	FY 2012 Requested
Infrastructure Sales Tax Fund - 2001	82,365	-	-	1,000,000	-	-	-	-	-
Stormwater Fund	90,233	1,654	45,537	188,031	-	-	-	-	-
	172,598	1,654	45,537	1,188,031	-	-	-	-	-

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #07-87 - $19,649 - Public Safety - Public Safety Federal Grant 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) #07-87 through the Public Safety Federal Grant Fund in the amount of $19,649 to increase funding for the Public Safety Federal Grant program.

County-wide Lin Polk

BACKGROUND:

Consistent with the Department of Homeland Security State Strategy, the Seminole County EMS Fire/Rescue Division maintains custody of one of the eight (8) strategically placed Mutual Aid Radio Cache (MARC) units throughout the state. The MARC units provide a distribution mechanism for portable radios programmed in common to allow first responders the ability to have interoperable communications and communicate directly at the scene of an incident or event. This grant provides for annual maintenance of the radio cache (MARC unit). The Department of Financial Services/Division of State Fire Marshal shall retain ownership of the radio cache and equipment. The Department of Financial Services agrees to reimburse the County for its expenses incurred in the maintenance and upgrades of their respective MARC unit in the amount of $19,648.88, or until designated funds are no longer available.

The corresponding grant award agreement is on the Public Safety Agenda for approval.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-87 through the Public Safety Federal Grant Fund in the amount of $19,649 to increase funding for the Public Safety Federal Grant program.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B Segal Analyst	8/3/07 Date
Budget Manager	Date

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Public Safety**
Fund(s): Public Safety Federal Grants

PURPOSE: Allocate funding for the State Homeland Security Grant Program (SHSGP) between Seminole County and the Department of Financial Services/Division of State Fire Marshal, which provides for the maintenance and sustainment of the State's emergency response Mutual Aid Radio Cache (MARC) Unit.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
11915.331230.055618 (new)		MARC Sustainment Grant	19,649
Total Sources			**19,649**

Uses:

Account Number	Project #	Account Title	Amount
11915.055618.530460		Repair and Maintenance	5,000
11915.055618.530520		Operating Supplies	2,000
11915.055618.530521		Equipment $1,000-$4,999	12,649
Total Uses			**19,649**

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 #07-25 - $649,660 - Business Innovation and Technology Services - General Fund (County Services Building Telephone)

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 (BCR) #07-25 though the General Fund in the amount of $649,660 to fund the Telephone System Refresh - County Services Building project.

County-wide Lin Polk

BACKGROUND:

The **Telephone System Refresh - County Services Building** project is the replacement of the telephone system for the County Services Building. The project will address the core system, voice mail, and all associated equipment used to provide telephone service to the County Services Building.

The system, currently in operation in the County Services Building, was installed in 1989 and has exhausted its life cycle. Parts are no longer manufactured, and support is no longer available for the system data structure and operating system. A critical failure may require emergency procurement of a new system resulting in an extended period without telephone service.

At the time of adoption of the FY 2006/07 budget, the approach taken for refreshing the County's phone system was to replace the phone system for the entire County with a leased system. As such, $650,000 was budgeted in the current year in the Rentals and Leases account. Subsequently, it was determined that the most cost effective approach would be to address the highest need, most critical buildings rather than the entire phone system. It was also determined that purchasing the phone system would also provide a more cost effective solution.

The attached Budget Change Request will move the remaining Rental and Leases funds to the Construction in Progress account in order to prepare and issue encumbrances for the replacement phone system for the County Services Building. It is estimated that the project will have a total cost of $649,660, and be completed by September 2008.

The budget proposal presented at Worksession included two additional Telephone Refresh projects, the Five Points Complex (FY 2007/08) and the Civil Courthouse (FY 2008/09).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #07-25 though the General Fund in the amount of $649,660 to fund the Telephone System Refresh - County Services Building project.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST	Budget Division Use only:		
DATE: 7/30/07			
FROM: Department: Business Innovations and Technology Services	BCR	☒	07-25
Division: Telecommunications			

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:

Accounting adjustment to move funds for replacement of the telephone system in the County Services Building.

Fund # 00100 **Fund Name** General Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	00100.140200.530440		Rentals and Leases	$ 649,660
			TOTAL	$ 649,660

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	00100.140200.560650	00129501 (new)	Construction in Progress (Telephone System Refresh – County Services Building)	$ 649,660
			TOTAL	$ 649,660

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 7/30/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date Aug 28, 2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BCR #07-26 - $41,563 - Public Works - Transportation Trust Fund (Mowing Contract)

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 (BCR) #07-26 through the Transportation Trust Fund in the amount of $41,563 to provide additional funding for mowing services.

County-wide Lin Polk

BACKGROUND:

On July 25, 2006, the Board of County Commissioners unanimously approved a term contract for rough-cut mowing and grounds maintenance services in roads locations with Ott Landscape Maintenance, Inc., and in stormwater locations with Cato Environmental Services, Inc. (Agenda item 30). As noted on the agenda item, the terms of these contracts were significantly higher than the previous contracts and the amounts budgeted for these services as part of the FY 2006/07 budget were under estimated. Accordingly, additional funding for these services are required for the remainder of the year.

Funds are available in the Repairs and Maintenance account line, which has recorded lower than anticipated repair and maintenance expenditures for the year to date.

STAFF RECOMMENDATION:
Staff recommends he Board approve and authorize the Chairman to execute Budget Change Request (BCR) #07-26 through the Transportation Trust Fund in the amount of $41,563 to provide additional funding for mowing services.

ATTACHMENTS:

1. Budget Change Request
2. BCC Agenda - 7/25/2006 - item 30

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY BUDGET REQUEST

Budget Division Use only:

BCR	☒	07-26

DATE: 07/30/07

FROM: **Department** Public Works

Division Roads / Stormwater

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:

To provide additional funding for landscape and mowing services for the remainder of FY 2006/07.

Fund # 10101 **Fund Name** Transportation Trust Fund

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER FROM	10101.077400.530460		Repairs and Maintenance	$ 41,563
			TOTAL	$ 41,563

	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER TO	10101.077400.530340		Contracted Services	$ 41,563
			TOTAL	$ 41,563

CONCURRENCE OF OTHER INVOLVED DIVISIONS (ie: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Svcs; etc)

☐ Approval Date _____ Department/Division _____

RECOMMENDATION: ☒ Approval Date 7/30/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: ☐ FS Director ☐ County Manager ☒ BCC Meeting Date Aug 28, 2007

☐ Approved ☐ Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

TERM CONTRACTS

30. Award RFP-600006-06/GMG – Performance Work Statement for Rough-cut Mowing and Grounds Maintenance in Roads Locations (Group A and B), to Ott Landscape Maintenance, Inc., Deland; and Stormwater Locations (Group C), to Cato Environmental Services, Inc., Lake Mary (Term Contracts).

RFP-600006-06/GMG will provide for grounds maintenance services for Roads and Stormwater locations throughout the county. The successful Contractor will be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary to provide grounds maintenance services as specified in the RFP documents at the County's Roads and Stormwater locations as follows:

Group A - Roads Locations: Roadside rough-cut mowing, curb edging, sidewalk edging, and where specified, slope mowing. The locations under this group are all designated road Right-of-Way property located within Seminole County.

Group B - Roads Off Route Locations: Possible off route rough-cut mowing, curb edging, sidewalk edging and slope mowing areas under .30 acres. The locations under this group are all designated road Right-of-Way property located within Seminole County.

Group C – Stormwater Locations: Mowing, weed eating, litter removal, pruning, cuttings and trimmings and application of herbicide in designated Roadway and Subdivision Ponds.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The County received one (1) response for Groups A and B and one (1) response for Group C. The Evaluation Committee which consisted of Bob Ballerino, Roads-Stormwater Division; Jim Beach, Roads-Stormwater Division; Micheal Nabicht, Roads-Stormwater Division; and Owen Reagan, Roads-Stormwater Division, evaluated the submittals. The evaluation was based on the management approach, past performance of the firms and the proposed cost to the County to provide the required services.

The Evaluation Committee recommends award of the contracts to Ott Landscape Maintenance, Inc., Deland for Groups A & B: Roads Locations and Roads Off Route Locations and to Cato Environmental Services, Inc., Lake Mary for Group C: Stormwater Locations. Authorization for performance of services by the selected Contractors under these agreements shall be in the form of written Release Orders issued and executed by the County. The agreement shall take place on the date of their execution by the County and shall run for a period of one (1) year and,

at the sole option of the County, may be renewed for eight (8) successive one (1) year periods. The total annual fee paid to the Contractors pursuant to these Agreements shall not exceed the total amount budgeted by the County for rough-cut mowing and grounds maintenance services for Roads and Stormwater locations.

Public Works Department/Roads-Stormwater Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the Purchasing and Contracts Manager to execute the contracts as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

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

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

RFP NUMBER: RFP-600006-06/GMG

RFP TITLE: Performance Work Statement for Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

DUE DATE: June 7, 2006 at 2:00 P.M.

	Response 1	Response 2
	Ott Landscape Maintenance, Inc. 1413 Hontoon Road DeLand, Florida 32720 (386) 734-8272 – Phone (386) 734-8272 – Fax Beverly Ott	Cato Environmental Services, Inc. P. O. Box 951556 Sanford, FL 32771 (407) 804-0306 – Phone (407) 804-0360 – Fax Lara Cato
Conflict of Interest Statement	Included	Included
Compliance with Public Records	Included	Included
Technical Information	Included	Included
Past Performance	Included	Included
Recognized Addendums	Yes	Yes
Best and Final Offers Submitted	Yes	Yes

The evaluation criteria is as follows:

- Fees and Expenses
- Management Approach
- Technical Approach
- Past Performance

Tabulated by Gloria M. García, CPPB, Senior Procurement Analyst (Posted 6/13/2006 at 3:00 PM)

Recommendation of award: Ott Landscape Maintenance (Groups A & B) and Cato Environmental Services (Group C)
Board meeting: July 25, 2006 (Posted 6/20/2006 @ 1:00PM)

PRICE SUBMITTALS RECEIVED ON 6/7/2006

Pricing Sheets	A	B	C
Ott Landscape	$351,595.05	$37,750.00	NO BID
Cato Environmental	$485,491.50	$16,000.00	$553,273.20

BEST AND FINAL OFFERS SUBMITTED ON 6/12/2006 PER COUNTY'S REQUEST

Pricing Sheets	B	C
Ott Landscape	$30,000.00	NO BID
Cato Environmental	$16,000.00	$325,226.00

REVISED GRAND TOTALS

Pricing Sheets	A & B - Roads	C - Stormwater
Ott Landscape	$381,595.05	NO BID
Cato Environmental	$501,491.50	$325,226.00

Please review the enclosed documentation. We suggest for the best interest of the County, the recommendation of award of A & B to Ott Landscape and C to Cato Environmental. A consensus form from all members of the Selection Committee can be considered in lieu of individual evaluation forms. If you have any questions or need further assistance, please contact me at extension 7123. Thank you.

gmg

Backup For Agenda Item #30

Overall Contract Summary for RFP 600006-06/GMG

ROUGH-CUT MOWING IN ROADS REOCCURRING ROUTE LOCATIONS - PRICE SCHEDULE A

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

Type of Service	Unit Measurement	Estimated Services	2001 - Old Cost Per Unit	2006 - New Cost Per Unit	Increases/Change
Roadside Mowing	Acres	9	$24.10	$39.95	66% Increase
Edging of Curb	Lineal Feet	3	0.021	$0.04	90% Increase
Edging of Sidewalk	Lineal Feet	3	0.042	$0.08	90% Increase

ROUGH-CUT MOWING IN OFF ROUTE ROADS LOCATIONS - PRICE SCHEDULE B

Possible Off Route Site Work Locations - ***(Estimated Amount on an as needed basis)***

Type of Service	Unit Measurement	Estimated Services	2001 - Old Cost Per Unit	2006 - New Cost Per Unit	Increases/Change
Off Route Sites Under .30 Acres	Per Site	As Needed	NA	$50.00	New To Contract
Off Route Edging of Curb	Lineal Feet	As Needed	NA	$0.06	New To Contract
Off Route Edging of Sidewalk	Lineal Feet	As Needed	NA	$0.10	New To Contract
Slope Mowing *	Acres	As Needed	$250.00	$250.00	SAME
Slope Mowing Locations Under .50 Acres *	Per Site	As Needed	$125.00	$125.00	SAME
			Old Annual Cost	New Annual Cost	Difference
	Estimated Total - A&B		$206,744.00	$350,454.00	70% Increase

Performance Requirements, including inspection standards, are detailed in Contract Exh A - Scope of Services

*** If Traffic Control Is Required For Slope Mowing Operations, It Will Be Provided By Seminole County.**
The Lead Inspector Will Determine When Traffic Control By Seminole County Is Required. All Other Traffic Control Will Be Provided By The Contractor.

Overall Contract Summary for RFP 600006-06/GMG

ROUGH-CUT MOWING IN STORMWATER LOCATIONS - PRICE SCHEDULE C

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

Type of Service	Unit Measurement	Estimated Services	2001 - Old Cost Per Unit	2006 - New Cost Per Unit	Increases/Change
Pond Flat Ground Maintenance*	Per Acre	12	PER SITE	$49.50	
Ditch Flat Ground Maintenance*	Per Acre	12	PER SITE	$99.50	
Boom/slope mowing**	Per Acre	4	PER SITE	$125.00	{ }
			Old Annual Cost	New Annual Cost	Difference
	Estimated Total - C		$215,460.60	$325,226.00	51% Increase

Performance Requirements, including inspection standards, are detailed in Contract Exh A - Scope of Services

*** All mowing will be to waters edge. No Exceptions**

**** For above ditch locations**

{ Under old contract, all pay items are PER SITE. New contract and method of payment is PER ACRE. Payment methods are not comparable. }

RFP-600006-06/GMG – *Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations*

Consensus Form - Roads

APPLICANTS NAME (Alphabetical Order):

Cato Environmental Services, Inc.
Ott Landscape Maintenance, Inc.

REVIEW COMMITTEE MEMBERS:

Jim Beach Jim Beach Steve Evan
Bob Ballerino - Bob Ballerino
Michael Nabicht Michael Nabicht
Owen Reagan Owen O. Reagan

RECOMMENDATION FOR AWARD: DATE:

Category A & B - Ott Landscape 6-19-06
Category C - Cato Environmental

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: **Fees and Expenses/Past Performance/Management Approach/Technical Approach**

Ott Landscape - Low bidder for A & B.

Cato Environmental - Low bidder for C.

ROUGH-CUT MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT (RFP-600006-06/GMG) ROADS LOCATIONS (PART A & B)

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **OTT LANDSCAPE MAINTENANCE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1413 Wontoon Road, DeLand, Florida 32720, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide rough-cut mowing and grounds maintenance services for Roads locations (Part A & B) in Seminole County; and

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

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

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

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

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated

on Exhibit "B", attached hereto. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated fees as stated above. The total annual fee paid to the CONTRACTOR pursuant to this Agreements shall not exceed the total amount budgeted by the COUNTY for rough-cut mowing and grounds maintenance services for Roads locations (Part A & B).

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

SECTION 3. BILLING AND PAYMENT.

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

(1) The name and address of the CONTRACTOR;

(2) Contract Number;

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

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

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

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

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

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

Seminole County Roads/Stormwater Division
177 Bush Loop
Sanford, Florida 32773

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

SECTION 4. AUDIT OF RECORDS.

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

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

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

SECTION 5. RESPONSIBILITY OF CONTRACTOR.

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

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

SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be extended for eight (8) additional terms, not to exceed one (1) year each.

SECTION 7. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise.

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

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

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

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

SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 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 Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 12. 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 the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 13. INSURANCE.

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

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

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

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

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

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

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to

maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

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

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

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

United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

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

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 15. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

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

SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. MODIFICATIONS, AMENDMENTS OR 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 18. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of 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 19. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 21. 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 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

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

For COUNTY:

Roads/Stormwater Division
177 Bush Loop
Sanford, FL 32773

For CONTRACTOR:

Ott Landscaping Maintenance, Inc.
1413 Wontoon Road
DeLand, FL 32720

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

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 25. CONFLICT OF INTEREST.

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

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

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney
AC/lpk
6/21/06
rfp-600006 Part A & B
Attachments:
Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule

OTT LANDSCAPING MAINTENANCE, INC.

By:_____
JAMES C. OTT, President

Date:_____

SEMINOLE COUNTY, FLORIDA

By:_____
RAY HOOPER, Purchasing and
Contracts Manager

Date:_____

As authorized by Section 330.3,
Seminole County Administrative
Code.

Section 9 –
Price Proposal Forms

PROJECT: **Performance Work Statement for Mowing and Grounds Maintenance Services in Roads and Stormwater Locations**

COUNTY CONTRACT NO. **RFP-60006-06/GMG**

Name of Proposer: OTT LANDSCAPE MAINTENANCE, INC.

Mailing Address: 1413 Hontoon Road

Street Address: 1413 Hontoon Road

City/State/Zip: DeLand, FL 32720

Phone Number: (386) 734-8272

FAX Number: (386) 734-8272

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, 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, equipment, and all transportation services necessary to perform the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 4, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 6th day of June, 2006.

OTT LANDSCAPE MAINTENANCE, INC.
(Name of PROPOSER)

James C. Ott
(Signature of person signing FORM)

James C. Ott
(Printed name of person signing FORM)

President
(Title of person signing FORM)

Price Schedule A - Rough-cut Mowing in Roads Locations

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

Type of Service	Unit Measurement	Estimated Services	Estimated Quantities	Cost Per Unit	Total Price-Road Locations-Group A
Roadside Mowing	Acres	9	811	$39.95	$291,595.05
Edging of Curb	Lineal Feet	3	100,000	$0.04	$12,000.00
Edging of Sidewalk	Lineal Feet	3	200,000	$0.08	$48,000.00
				Total	$ 351,595.05

Note : The County's Program Manager or his designated representative may require additional work on additional areas within Seminole County, in which case, the Contractor will be compensated by the County in accordance with the Proposal for that work.

Company Name : OTT LANDSCAPE MAINTENANCE, INC.

Price Schedule B - Rough-cut Mowing in Roads Locations

Possible Off Site Work Locations - ***(Estimated Amount on an as needed basis)***

Type of Service	Unit Measurement	Estimated Services	Estimated Quantities	Cost Per Unit	Total Price-Road Locations-Group B
Off Route Sites Under .30 Acres	Per Site	As Needed	20	$50.00	$1,000.00
Off Route Edging of Curb	Lineal Feet	As Needed	25,000	$0.06	$1,500.00
	Lineal Feet	As Needed			
Off Route Edging of Sidewalk	Lineal Feet	As Needed	50,000	$0.10	$5,000.00
		As Needed			
Slope Mowing	Acres	As Needed	75.00	$250	$18,750.00
		As Needed			
Slope Mowing Locations Under .50 Acres	Per Site	As Needed	30	$125	$3,750.00
			Estimated Total	$ 30,000.00	

If Traffic Control Is Required For Slope Mowing Operations, It Will Be Provided By Seminole County. The Lead Inspector Will Determine When Traffic Control Is Required. All Other Traffic Control Will Be Provided By The Contractor.

Note : **The County's Program Manager or his designated representative may require additional work on additional areas within Seminole County, in which case, the Contractor will be compensated by the County in accordance with the Proposal for that work.**

Company Name : OH Landscape Maintenance, Inc.

Beverly Ott

6-12-06

SEMINOLE COUNTY

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
1101 EAST FIRST STREET • ROOM 2208
SANFORD, FL 32771-1468
TEL: (407) 665-7116 • FAX: (407) 665-7956

Date: June 5, 2006

To: PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From: Gloria M. García, CPPB, Senior Procurement Analyst

Subject: RFP-600006-06/GMG --Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

Due Date: June 7, 2006 @ 2:00 PM

ADDENDUM #4
Total pages: 1

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

Response to questions related to Stormwater scope of services:

Question: According to the Addendum #3, Price Schedule C - Rough-cut Mowing in Stormwater Locations, you are now requesting a price per site for all locations. You have requested a price per site for "Pond Flat Ground Maintenance", "Ditch Flat Ground Maintenance", and "Boom/Slope Mowing". The "pond flat ground maintenance" and "ditch flat ground maintenance" both have an "*" symbol indicating ***All mowing will be to waters edge. No exceptions.** So, does this mean we mow flat and slopes 12 times per year for ponds and ditches? Or, do we mow flat ground only on ponds and ditches (as indicated under Type of Service) 12 times per year and then mow slopes on ponds and ditches 4 times per year?

Answer: Boom Mowing will remain as follows. Slopes of DITCHES shall be mowed to waters edge 4 Cycles per year. Ponds will be mowed to waters edge 12 cycles per year. There will not be any separate Boom Mowing for ponds. If you must Boom Mow, or weed eat to reach waters edge then your bid should reflect that. ***12 Cycles of Flat Ground Maintenance on Ditches, 4 Cycles of Boom Mowing on Ditches, and 12 Cycles of Pond Mowing Period*** is what should be bid on. We just want the services provided. How the contractor performs these services is solely left to their discretion.

Failure to acknowledge receipt of this addendum on the submittal <u>shall</u> result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB
Senior Procurement Analyst

Janet C. Ott
6-6-06

SEMINOLE COUNTY

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
1101 EAST FIRST STREET • ROOM 2068
SANFORD, FL 32771-1468
PH: (407) 665-7116 • FAX (407) 665-7956

Date: June 2, 2006

To: PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From: Gloria M. García, CPPB, Senior Procurement Analyst

Subject: RFP-600006-06/GMG –Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

Due Date: June 7, 2006 @ 2:00 PM

ADDENDUM #3
Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

- **The attached *Price Proposal Form C* for Stormwater Locations has been corrected and revised and supersedes the prior proposal form.**

Failure to acknowledge receipt of this addendum on the submittal shall result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB
Senior Procurement Analyst

Jones C.O.T
6-6-06

SEMINOLE COUNTY

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
1101 EAST FIRST STREET • ROOM 2208
SANFORD, FL 32771-1468
TEL. (407) 665-7116 • FAX: (407) 665-7956

Date: June 1, 2006

To: PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From: Gloria M. García, CPPB, Senior Procurement Analyst

Subject: RFP-600006-06/GMG –Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

Due Date: **June 7, 2006 @ 2:00 PM**

ADDENDUM #2
Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

- **The following document has been <u>revised</u> and replaced with the attached *<u>Price Proposal Form C</u>* for Stormwater Locations.**

Failure to acknowledge receipt of this addendum on the submittal <u>shall</u> result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB
Senior Procurement Analyst

James C. Off
6-6-06

SEMINOLE COUNTY

DEPARTMENT OF FISCAL SERVICES
PURCHASING AND CONTRACTS DIVISION
1301 EAST FIRST STREET • ROOM 2208
SANFORD, FL 32771-1468
TEL: (407) 665-7116 • FAX: (407) 665-7956

Date: May 26, 2006

To: PROSPECTIVE RESPONDENTS AND ALL OTHERS CONCERNED

From: Gloria M. García, CPPB, Senior Procurement Analyst

Subject: RFP-600005-06/GMG –Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations

Due Date: **June 7, 2006 @ 2:00 PM**

ADDENDUM #1
Total pages: 2

The information included in this Addendum revises, clarifies, or supplements the specifications and other provisions of the contract documents and is considered part and parcel to the RFP Package.

1. **The following clause will be added to the terms and conditions of the RFP**

   ECONOMIC PRICE ADJUSTMENTS: The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

   1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
   2. Receipt of proper notification, to Purchasing and Contracts Division, in writing, of all items affected by price increases/decreases.
   3. All price increases(s) and decreases(s) to be approved by the County's Purchasing and Contracts Office with the concurrence of the User Department.
   4. The successful Contractor must maintain the RFP prices firm for a minimum of one (1) year after the adjustment is processed for price increase.

2. **The Price Schedule C for Stormwater Locations has been revised and replaced with the document that follows.**

Failure to acknowledge receipt of this addendum on the submittal shall result in disqualification of your RFP response.

Signature on File

Gloria M. García, CPPB
Senior Procurement Analyst

Jones C. Ott
6-6-06

Performance Work Statement

4.1 SCOPE OF WORK. The Contractor shall provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein.

4.2 PERSONNEL.

4.2.1 Project Manager - The Contractor shall provide the County with the names, addresses, and telephone numbers of the Project Manager and Alternate with the submittal. The Contractor shall provide written notice to the County at least one week in advance of any proposed change of Project Manager or Alternate and shall submit justification (including the name and rationale for proposed change and how he/she will be phased in). No substitution shall be made by the Contractor without the written concurrence of the County Contract Administrator. The Project Manager or alternate shall return all calls from the County Contract Administrator within two (2) hours. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week, to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration and coordination of all required services. The Project Manager shall be the point of contact with the County and have the authority to act or make decisions for the Contractor.

4.2.2 Alternate – The Contractor shall designate at least one Alternate Project Manager to act for the Project Manager with the same authority during absences of the Project Manager (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Manager(s) with the submittal. The Contractor shall provide written notice to the County Contract Administrator one week in advance of any change of Alternate Project Manager(s).

4.2.3 Other Personnel Requirements – The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements.

4.2.4 Prohibition against hiring off-duty County employees – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

4.2.5 Employee Physical Capabilities – There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.

4.2.6 Standards of Conduct for Contractor Personnel – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found

under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

4.2.7 **Employee Identification** –All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.

4.2.8 **Contractor Availability** – The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

4.2.9 **Control of Personnel** – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

4.2.10 **Personnel Selection** – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

4.3 **QUALITY CONTROL PROGRAM.** The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.

4.4 **REWORK.** Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed. Rework is solely at the option of the County. The fact that a specific task has or has not been reworked will in no way effect the results of quality assurance random sampling, the calculated acceptable percentage or deductions which may result there from. Rework shall be accomplished within one (1) calendar day of notification by the County at no additional cost to the County. Contractor shall notify the County Contract Administrator or designated representative when rework requirements have been completed.

4.5 **QUALITY ASSURANCE.** The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at randomly chosen buildings. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to

the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards.*

4.6 PERFORMANCE EVALUATION MEETINGS. The Contractor's Project Manager may be required to meet at least bi-weekly with the County Contract Administrator during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County.

4.7 SAFETY. The Contractor shall conduct operations in strict conformance with all local, federal, states rules and regulations applicable for the performance of required services. Upon commencement of work under this contract, the Contractor shall implement a suitable safety program for employees performing work under this contract.

4.8 SMOKE FREE ENVIRONMENT. Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.

4.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS. Days designated by Seminole County as legal holidays. These days are:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

4.10 SECURITY. The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.

4.11 OFFICE AND STORAGE AREA. The Contractor shall furnish his/her own office and storage area off post.

4.12 VEHICLE REGISTRATION. All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.

4.13 CIRCUMSTANCES TO BE REPORTED. The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.

4.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

4.15 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER. The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.

4.16 EQUIPMENT/SUPPLIES. The Contractor shall furnish all equipment and supplies necessary to perform the required services.

4.17 HAZARDOUS CHEMICALS. When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.

4.18. MATERIAL SAFETY DATA SHEETS. The Contractor shall submit, at the request of the County Contract Administrator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.

4.19. PREMISES. Contractor shall assume full responsibility for any damage to any County, other contractors, or home owner's property caused or alleged to have been caused by or incident to the execution of this Work.

Scope of Services

5.1 – GENERAL:

Scope of Work:

A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the grounds maintenance including, shrubs, ground covers, lawn areas, and entire sites shall be cleared of trash and debris through out the entire mowing sites. All work shall be performed during daylight hours.

B. The Contractor shall provide supervised staff to complete the grounds maintenance duties as outlined in the Contract, in strict accordance with the specification and under the supervision of the County's Program Manager or his designated representative. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services. The County Program Manager or his designated representative will determine when to begin each Work Cycle. The Contractor will be required to begin work within seven (7) calendar days after receiving the Notification from the County. All work cycles shall be completed in a continuous and expeditious manner.

C. The Contractor must notify the County Program Manager before 8:00 a.m. Monday through Friday on a daily basis during the course of each cycle as to the progress of the cycle, so that it can be checked and a log kept of the dates the areas were being serviced. The use of fax or email is also agreeable, but must have the information of the work progress, the areas that were serviced, as well as what is planned to be serviced that day. The Contractor shall also notify the Inspector of down time due to weather.
Those areas which are inaccessible to mowing machinery shall be trimmed in conjunction with each mowing cycle at NO additional cost to the county.

D. It shall be the Contractors responsibility to maintain traffic flow through the designated work area. The Contractor will be **guided by and shall adhere to the requirements of the latest version of the State of Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations.**

E. All equipment used under this contract must be approved for use by the Roads Program Manager or his designated Contract's Inspector. Some sites will require the use of different equipment to be used, due to weight requirements where sidewalks are on some locations and sloped areas behind the sidewalk areas.

F. Other work may be in progress, in the Right of Way, by Seminole County, the State of Florida, Department of Transportation or another private contractor. The Contractor shall cooperate with others and shall not be entitled to extra compensation or adjustments in the unit prices because of deletion of work items or delay because of work by others.

G. A Contractor's proposal shall be in the form of a unit price for each cycle expected to be accomplished. The quantities shown on the Price Schedule are approximate and represent planned annual requirements based on historical or specific project needs. **The County does not guarantee any minimum or maximum quantity,** any range of quantities, or the exact quantities shown for each proposed item. The County's estimated quantities and the Contractor's proposal will be used to calculate a total amount for evaluation.

Quality Assurance:

A. The execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.

B. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. This certification will be accomplished by the Contractor signing and returning the cycle log sign off sheet identifying when each location was completed.

5. 2 – PRODUCTS:

Insecticides and / or herbicides: The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

5.3 – EXECUTION

Group A: Roads Locations

Mowing:

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches with a less than 3:1 slope, roadside swale bottoms, and sidewalks front and back. Similar areas conductive to the use of high production equipment and or **smaller equipment as needed to maintain the areas.** Blowing off of the roadway, curb and sidewalk areas are to be performed to alleviate clippings from being strewn over these areas and cause unfavorable safety conditions for the roadway and pedestrian traffic. Extreme caution is to be taken when mowing during poor weather to avoid having grass clippings all over the sidewalks, curbs, and roadways before or during a rain, as wet grass is difficult to blow off. The County will mow all wet or steep ditches, greater than a 3:1 slope. The Contractor is required to mow from the roadway to the top of the ditch bank, excluding wet or steep ditches, from the top of the ditch bank to the Right-of-Way marker or specified boundary. If there is no grassed area on the opposite side of the ditch, the Contractor is required to mow only up to the top of the first ditch bank from the roadway. All mowing shall conform to previously established mowing limits. All grass and vegetation shall be cut to a height of four (4") with maximum tolerance of one-half (1/2") plus or minus. Mowing area shall be cut uniformly with no streaks.

Trimming:

Consisting of weed eating around sign posts, head walls, guard rails, fence lines, phone poles, guide wire areas (from pole to where wire attaches to the ground) etc., that is within the Right-of-Way boundary. The Contractor will be responsible for keeping the sidewalk areas within their mowing route open and free from encroaching weeds, debris and low limbs obstructing sidewalk areas.

Litter Removal:

The Contractor will be responsible for the pickup and removal, in those areas being mowed of any obstacle such as wood, tires, cans, etc., which cannot be traversed by the mowing equipment. It shall

also be his responsibility to remove, at no extra cost to the County, any item shoe box size or larger, such as newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the mower and will result in an objectionable appearance. Litter is to be removed before mowing each location; and, the Contractor shall exercise the necessary care to preclude any source of litter by his operation. Motorized equipment may be used for the process of litter removal or weed eating. If using this type of equipment it shall be operated with the direction of traffic and shall be equipped with blinking or flashing amber lights & slow moving signs.

Edging Curbs and Sidewalks:

This work will encumber the edging of sidewalks and curb lines along the normal mowing route an estimated three times per year. There could also be some curb and sidewalk edging located outside of the normal mowing route. These areas are covered under the Price Schedule and will be measured in lineal feet of each. All debris is to be removed, resulting in a clean edge line and clear passage way. The contractor will be required to keep the walkway areas open and free of sand, clippings and encroaching vegetation.

Safety:

A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.

B. Immediately notify the County Lead Inspector when an accident/incident occurs involving private property.

C. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment. All equipment will have and utilize amber flashing lights and slow moving vehicle signs.

D. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.

E. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Performance Work Standards

6.0 Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged – The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.
- The Contractor will be notified of any deficiency identified during the term of the contract. Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.
- The **Inspection Score** is as follows:

Score Range		Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	75.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
46.99	34.00	60
33.99	0.00	0

LOCATIONS AND ADDRESSES

Group A. – Roads Locations

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Hester Rd.	1.50	Ronald Reagan (427)	Myrtle Av.
Tucker Rd.	0.80	Ronald Reagan (427)	Brown Av.
Bedford Rd.	0.85	Ronald Reagan (427).	Wynn
Myrtle Ave.	1.90	Sanford Av.	Hester Av.
Nolan Rd.	1.60	Ronald Reagan Blvd.	Myrtle Ave.
S. Sanford Ave.	8.02	Lake Jessup	Lake Mary Blvd.
North Way	0.32	Sanford Ave	end (North side)
Michigan St.	0.72	S. Sanford Ave.	Greenway
E. 26th St.	0.15	House # 420 N. Side	End
27 th St.	0.72	Sanford Av.	SR - 17 / 92
Wylly Ave.	0.70	Sanford Av.	Depot St.
E. Onora Rd.	1.80	Mellonville Av.	Ohio Av.
Ohio Ave.	2.40	E. Lake Mary Blvd.	E. Onora Rd.
Mellonville Ave.	3.00	E. Lake Mary Blvd.	Airport Blvd.
Pine Way	5.90	Sanford Av.	Sipes Av.
Marquette Ave.	6.10	Ohio Av.	Beardall Av.
Beardall Ave.	9.90	Kentucky Av.	Celery Ave.
Kentucky Ave.	2.70	Sipes Av.	Cameron Av.
Cameron Ave.	9.10	Kentucky Av.	Celery Ave.
Sipes Ave.	1.70	Pineway	Marquette St.
Moores Station	2.00	Beardall Av.	Richmond Av.
Richmond Ave.	2.10	SR / 46	Moors Station
Jitway Ave.	0.20	SR / 46	Main
N. Sipes Ave.	1.70	SR - 46	Celery Ave.
Right Way	1.81	SR - 46	SCHOOL
20th St.	1.60	Brisson Av.	Sipes Av.
Main St.	0.40	Beardall Av.	Sipes Av.
N. Brisson	3.20	SR - 46	Celery Av.
Celery Ave.	12.60	Sanford Av.	S R - 415
N. Cameron Ave.	0.25	Celery Ave.	Chickasaw Tr.
First Dr.	0.75	Summerland Ave.	Rossenberry Lane
Burrows Lane	0.75	First Dr.	South St.
Osceola Rd.	33.60	SR - 46	E. Osceola Rd.
E. Osceola Rd.	6.00	OSCEOLA RD.	Cypress Bend
Mullet Lk. Park Rd.	10.40	SR - 46	To the Park
Old Geneva Rd.	3.40	Osceola Rd.	Ave. "C"
Avenue "C"	0.80	SR - 46	First Dr.
Pine St.	0.40	2nd ST.	1st ST.
Main St.	0.40	2nd ST.	Lake Geneva Dr.
Second St.	0.40	AVE. "C"	Pine St.
N. Hart Rd.	3.52	Geneva Height Rd.	Willow Pond Ln.

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Geneva Heights Rd.	1.42	Old Geneva Rd.	Lake Geneva Rd.
Lake Harney Rd.	2.70	Lake Geneva Dr.	100' past Whitcomb Dr.
Jungle Rd. (N. OF 46)	5.11	SR - 46	Lake Harney Rd.
Cross Over Lane	0.06	N. Jungle Rd.	Whitcomb Dr.
Whitcomb Dr.	1.00	Lake Harney Rd.	Fort Lane
Fort Lane Rd.	0.84	N. Jungle Rd.	End
Harney Heights Rd.	2.16	Lake Harney Rd.	End
Mead Rd.	0.71	Harney Hts. Rd.	End
Cemetery Rd.	1.70	First St.	Cemetery Ent.
First ST.	3.40	SR - 46	Lake Geneva Rd.
Cochran Rd.	2.55	SR-46 South	End of pavement
Rest Haven RD.	7.50	SR - 46	Lake Harney Cir.
Marion Ave.	3.50	Rest Haven Rd.	Lake Harney Cir.
Old Mims Rd.	15.00	Jungle Rd.	CR - 426
Jungle Rd. (S. OF 46)	1.60	SR - 46	Old Mims Rd.
Snow Hill Rd.	13.85	CR - 426	Bridge
Snow Hill Rd.	13.85	Bridge	Brumley Rd.
Twisting River	0.59	Snow Hill Rd	End
Chuluota By-Pass Rd.	19.59	Snow Hill Rd	Cr-419
Brumley Rd.	11.76	Ave. "H"	End of Dirt Rd.
Willingham Rd.	6.00	CR-419	Chuluota by Pass
Old Chuluota Rd.	1.31	Willingham Rd.	Cr-419
Currville Rd.	3.34	Lake Mills Rd.	End of Pavement
Ft. Christmas Rd.	2.30	Lake Mills Rd.	County Line
Lake Mills Rd.	20.20	CR - 419	Brumley Rd.
Seventh St.	0.60	AVE. "E"	Dead End
Ave. H	0.70	Brumley Rd.	3 rd ST.
Mills Shore Area off 7th St.	0.27	Retentions Areas	Roadside only
Lake Mills Ave.	0.15	7th ST.	250 ft. South Side
Tropical Ave.	0.90	7th ST.	Lake Mills Rd.
Lake Dr.	3.20	Tropical	Ave. "C"
Second St.	0.16	AVE. "H"	CR - 419
Langford Rd.	0.40	CR - 419	Old Chuluota Rd.
CR - 419	25.31	Langford	Orange County Line
CR - 419	5.50	SR- 434	Lockwood Rd.
CR- 426	32.00	Red Light @ 434	SR - 46
Van Arsdale St.	1.00	CR - 426	Florida Ave.
Florida Ave.	12.70	Van Arsdale St.	Deleon Av.
Deleon Ave.	2.40	SR - 434	Howard Av.
Elm St.	3.04	Florida Av.	End of Pavement

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Howard Ave.	5.42	Stone St.	Black Hammock Rd.
Howard Ave. East side	2.50	Stone St. East	End of Pavement
Canal St.	3.00	Florida Av.	End of Pavement
Black Hammock Rd.	0.68	Howard Av.	End of Pavement
Stone St.	2.98	Florida Av.	End of Pavement
Okalahoma St.	1.60	Florida Av.	Howard Av.
Spring St	2.91	SR434	Lake St
Lake St.	0.30	Spring	Dead End
Chapman Rd.	5.90	SR - 4343	Alafaya Trail
Mikler Rd. (Sec. #1)	0.30	REDBUG END	Cul De Sac
Security Ave.	0.56	SR - 426	Cul De Sac
Mikler Rd. (Sec. #2)	0.52	SR - 426	Cul De Sac
Dean Rd.	3.20	SR - 426	County Line
Gabriella Lane	3.30	Tuskawilla Rd.	Brooks Lane
Lake Dr.	14.40	Tuskawilla Rd.	Seminola Blvd.
Byrd Rd.	1.50	Lake	End of Pavement
Citrus Rd.	4.31	Tuskawilla Rd.	Just past Otter Lane
Sylvia Rd.	1.15	SR - 426	Redbug Rd.
Brooks Lane	3.30	Redbug Rd.	End
Old Howell Branch Rd.	3.38	Aloma	New Howell Branch
Dike Rd.	13.70	Tuskawilla Rd.	Howell Branch
Grand Ave.	7.30	Dike Rd.	Howell Branch
Garden Lakes Blvd.	0.40	Grand to just past	power lines
Bear Gully Rd.	1.55	SR - 426	Howell Branch
Golden Rod Dr.	0.35	Bear Gully	End
Orange Ave	1.80	Citrus Av	Grove Av
Walnut Ave.	0.50	Poinsettia Ave.	Ohio Ave.
Ohio Ave.	0.30	Walnut Av.	Dead End
Seminole Ave.	1.80	Grove Ave.	Citrus St.
Grove Ave.	0.30	Tangerine Ave.	Seminole Ave.
Brooks Side Tr.	0.56	Tangerine Ave.	End
Lake Howell Rd.	6.29	SR - 436	County Line
Lake Monte	0.12	Orange Co. Line	Linden Rd.
Lake Howell Lane	0.50	SR - 436	County Line
Flaming Arrow Ct.	0.18	Kewanee Trail	End
Oxford Rd.	2.30	East St.	Derbyshire Rd.
Derby shire Rd.	3.30	Wellington Terr.	Cedarwood Dr.
Lake of The Woods Blvd.	0.50	17 / 92	Oxford Rd.
Navel Dr.	0.10	O' Brien	End
Oranole Rd.	8.97	Maitland Av.	Lake Destiny
Lake Destiny Rd.	1.14	Oranole Rd.	7-11 (city limits of Maitland)
Flame Av.	0.56	Oranole Rd.	Banyon Dr.

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Anchor Rd.	4.80	SR - 436	Plumosa Ave.
Plumosa Rd.	0.33	CR - 427	Anchor Rd.
North St.(Merritt)	4.10	Anchor Rd.	CR - 427
Jackson St.	0.80	SR - 436	End
Marker St.	0.80	CR - 427	Leonard St.
Magnolia Av.	0.08	CR - 427	200 Feet (S. Side)
E. Wildmere	1.20	CR - 427	Oleander St.
Seminole Av.	0.70	North St.	Francis St.
Charlotte St.	0.29	Seminole Ave	Dead End
Fairview Ave	0.15	North St.	Charlotte St.
North St.	7.00	CR - 427	Raymond Av.
Charles St.	0.54	Terry Town Rd.	Ichabod
Country Club Rd.	0.10	North St. East side	150 FEET
Raymond Av.	0.30	North St.	SR - 436
Longwood Lk. Mary	4.10	Lake Mary Blvd	427 – parts and pieces
General Hutch. Park Way	3.00	SR - 17 / 92	CR - 427
Longwood Hills Rd.	4.10	CR - 427	Lake Emma Rd.
E. E. Williamson Rd.	3.00	Penelope Ave.	Markhamwoods Rd.
Penelope Av.	0.70	E.E. Williamson Rd.	Bridge
Lake Emma Rd.	5.24	E.E. Williamson Rd.	Lake Mary Blvd.
Florida Av.	0.90	SR - 17 / 92	Highland Av.
Lake Lucerne	0.50	Florida Av.	Nursery Rd.
Nursery Rd.	0.90	SR - 17 / 92	Dirt Section
Raven Av.	0.25	SR - 17 /92	Mockingbird Lane
Sheppard Rd.	0.63	300' E. of 17-92 on N. Side	Just past large concrete Dr. Way
W. Lake Brantley Rd.	6.15	Tri Angle Rd.	W. Lk. Brantley Dr.
W. Lake Brantley Dr.	0.33	W. Lk. Brantley	Dirt Section
E. Lake Brantley Rd.	2.40	Sand Lake Rd.	SR - 436
E. Lake Brantley.	0.50	SR - 434	Wekiva Spr. Rd.
Wekiva Springs Rd.	0.18	Merntile Bank	House # 447
Miami Springs Dr.	0.21	Midways down	End
Line Dr.	0.48	SR - 436 (E. SIDE)	Sand Lake Rd.
Bear Lake Rd.	11.30	SR - 436	County Line
Sunshine	0.10	Small section near Balmy	Beach Intersection on S. side
Azalea Rd.	0.20	Balmy Beach	Floral Way
Holiday	5.10	Bear Lk. RD.	Balmy Beach Rd.
Balmy Beach Rd.	7.60	SR - 436	Cecilia Dr.
Co. Lot (Off Floral Way)	0.50		
Neil Dr.	0.80	Balmy Beach Rd.	County Line

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Lineal Beach Dr.	0.90	BEAR LK. RD.	Oranole Way
Playa Way	1.09	Lineal Beach	Curve
Overland Rd.	0.90	SR - 441	County Line
Eden Park Rd. 3.30	2.30	Bunnell Rd.	Rail Road tracks
Pearl Lake Causeway	3.80	SR - 436	Bunnell Rd.
Rainer Dr.	0.40	Pearl Lk. Causeway	Magnolia Rd.
Magnolia Rd.	0.40	Bunnell Rd.	Pearl Lake Cause Way
Bunnell Rd.	6.10	SR - 434	Bear Lake Rd.
Orange Av.	3.80	SR - 436	Forest City Rd.
Weathersfield Av.	0.50	SR - 436	Duke Av.
Duke Av.	0.25	Weathersfield Av.	Colgate Dr.
Forest City Rd.	0.15	Arletta St.	End
Arletta St.	0.50	Forest City Rd.	Orlando Av.
Hillview Dr.	0.98	Durango	2nd curve on McNorton
Markhamwoods Rd.	43.58	E.E. Williamson	Markham Rd.
Windsor Isle	0.20	Markhamwoods Rd.	DEAD END
Lake Markham Rd.	5.00	Markham Rd.	SR - 46
Longwood Markham Rd.	8.60	Markham Rd.	SR - 46
Dixon Rd.	1.45	Markham Woods Rd	End of Pavement
Long Pond Rd	0.51	Markham Woods Rd	just past trail 558' x 40'
Markham Rd.	14.70	CR - 431	Longwood Markham Rd.
YANKEE LK Emerg. Stage area)	1.12	Inside fence of old tree farm	
CR - 431	9.11	CR - 46A	Wayside
Wayside Dr.	9.60	SR - 46	SR - 46
First St.	1.00	CR - 431	Dirt Section
Emmit Rd.	0.87	Wilson School rd	1St Street
Wilson School Rd.	2.25	Orange Blvd.	International Dr.
Banana Lake Rd.	4.26	CR - 431to 870	870 to end East side
S. Sylvan Rd.	5.50	Orange Blvd	Lake Markham
Grant Line Rd.	1.35	Wayside Dr.	end
Henderson Lane	0.61	N. side of 46	end
Upsala Rd.	10.10	CR - 46A	SR - 46
CR - 15	7.70	CR - 427	Crystal Lake Dr.
Country Club Rd.	4.10	SR - 46 A (H.E.Thomas)	Hardy Av.
Lake Blvd.	0.33	Country Club Rd.	Ridge Rd.
Old Lake Mary Rd.	16.80	Southwest Rd.	2nd ST.
Airport Blvd.	12.00	Just N. of 417 overpass	SR - 46
Country Club Rd.	7.44	Lake Blvd.	SR - 46A (H.E.Thomas Blvd)

LOCATION	ACRES	ADDRESS - FROM >>>>	TO
Southwest Rd.	3.30	Country Club Rd.	W. 16th ST.
22nd ST.	0.40	Southwest Rd.	Airport Blvd.
20th ST	0.40	Southwest Rd.	Dead End
18th ST.	1.30	Airport Blvd.	Dead End
Fifth St.	0.70	Bevier	End
Truman Blvd.	0.33	Airport Blvd.	Lincoln
Brown Ave.	0.35	5th ST.	Airport Blvd.
Riverview Av.	0.16	SR - 46	End
Oak Dr.	0.08	Riverview	17 / 92
Narcissus Av.	1.56	Cross Riverview	End to End
Narcissus Av.	5.10	White Cedar Rd.	Rands Yard Rd.
Iowa Av.	1.60	C - 15	White Cedar Rd.
School Rd. (OFF C-15)	0.40	C - 15	End
CR -15	1.81	SR - 46	Orange Blvd.
Missouri Av.	0.82	Orange Blvd.	End
Oregon Av.	6.50	Orange Blvd.	SR - 46
Orange Blvd.	12.40	Wayside Dr.	I - 4
Dunbar Av.	0.40	Orange Blvd.	End
Halsey Av.	0.50	Orange Blvd.	McKay St.
Richard Allen St.	0.50	Moton Av.	Halsey Av.
Mc Kay St.	0.38	Halsey Av.	Dunbar Av.
Moton Av.	0.32	Richard Allen	McKay St.
Hickman Dr.	0.40	SR - 46	Hickman Dr.
Powers Ct.	0.40	Hickman Dr.	End
Wekiva Park Rd.	6.71	Beginning of Pavement	End

ROUGH-CUT MOWING AND GROUNDS MAINTENANCE SERVICES AGREEMENT (RFP-600006-06/GMG) STORMWATER LOCATIONS (PART C)

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **CATO ENVIRONMENTAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 951556, Lake Mary, Florida 32795, hereinafter called the "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide rough-cut mowing and grounds maintenance services for Stormwater locations (Part C) in Seminole County; and

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

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

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

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

SECTION 2. FIXED FEE COMPENSATION AND PAYMENT.

(a) The COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement fees as indicated

on Exhibit "B", attached hereto. CONTRACTOR shall perform all work required by the Scope of Services but, in no event, shall CONTRACTOR be paid more than the negotiated fees as stated above. The total annual fee paid to the CONTRACTOR pursuant to this Agreements shall not exceed the total amount budgeted by the COUNTY for rough-cut mowing and grounds maintenance services for Stormwater locations (Part C).

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

SECTION 3. BILLING AND PAYMENT.

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

(1) The name and address of the CONTRACTOR;

(2) Contract Number;

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

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

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

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

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

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

Seminole County Roads/Stormwater Division
177 Bush Loop
Sanford, Florida 32773

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

SECTION 4. AUDIT OF RECORDS.

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

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

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

SECTION 5. RESPONSIBILITY OF CONTRACTOR.

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

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

SECTION 6. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of one (1) year. At the option of the parties, this Agreement may be extended for eight (8) additional terms, not to exceed one (1) year each.

SECTION 7. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise.

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

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

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

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

SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited

to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 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 Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 10. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 11. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 12. 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 the negligent, reckless, or intentionally wrongful provision of services hereunder by the CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

SECTION 13. INSURANCE.

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

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

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

accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

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

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

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

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

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

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to

maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

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

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

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

United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or

self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

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

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.

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

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

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

SECTION 15. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

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

SECTION 16. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 17. MODIFICATIONS, AMENDMENTS OR 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 18. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of 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 19. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

SECTION 20. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 21. 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 22. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the

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

For COUNTY:

Roads/Stormwater Division
177 Bush Loop
Sanford, FL 32773

For CONTRACTOR:

Cato Environmental Services, Inc.
P.O. Box 951556
Lake Mary, FL 32795

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

SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 25. CONFLICT OF INTEREST.

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

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

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

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

ATTEST:

M Brian Cato Secretary

(CORPORATE SEAL)

CATO ENVIRONMENTAL SERVICES, INC.

By: Lara Cato

LARA CATO, President

Date: 6/23/2006

SEMINOLE COUNTY, FLORIDA

By: _____

RAY HOOPER, Purchasing and Contracts Manager

Date: _____

As authorized by Section 330.3, Seminole County Administrative Code.

BCC- 7/25/06

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

For the use and reliance of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney
AC/lpk
6/21/06
rfp-600006-part C

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

Section 9 –
Price Proposal Forms

PROJECT: **Performance Work Statement for Mowing and Grounds Maintenance Services in Roads and Stormwater Locations**

COUNTY CONTRACT NO. **RFP-60006-06/GMG**

Name of Proposer: CATO ENVIRONMENTAL SERVICES, INC.

Mailing Address: PO BOX 951556

Street Address: 2508-2510 Country Club Rd

City/State/Zip: Sanford, FL 32771

Phone Number: (407) 8024 0306

FAX Number: (407) 8024 0360

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, 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, equipment, and all transportation services necessary to perform the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through_____, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 6 day of June, 20 06

CATO ENVIRONMENTAL SERVICES, INC.
(Name of PROPOSER)

Lara Cato
(Signature of person signing FORM)

Lara Cato
(Printed name of person signing FORM)

President
(Title of person signing FORM)

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING DIVISION**	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Gloria M. García, CPPB Senior Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov	**RFP-600006-06/GMG** **Performance Work Statement for Rough-cut Mowing and Grounds Maintenance Services in Roads and Stormwater Locations**
Pre-Proposal Meeting **Date: May 24, 2006** **Time: 10:30 A.M.**	**Location of Pre-Proposal Meeting:** Purchasing & Contracts Conference Room 1101 E. 1st Street, Room #3208 Sanford, Florida 32771
Proposal Due Date: **June 7, 2006** Proposal Due Time: **2:00 PM**	**Location of Public Opening:** County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: CATO ENVIRONMENTAL SERVICES, INC	Federal Employer ID Number or SS Number: 59-3688546
Mailing Address: PO BOX 951556	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Lake Mary FL 32795	
Type of Entity: *(Circle one)* (Corporation) Partnership Proprietorship Joint Venture	x Lara Cato Authorized Signature (Manual)
Incorporated in the State of: FL	
Telephone Number: 407 402 3762	Typed Name: LARA CATO
Toll Free Telephone Number: (800)	Title: PRESIDENT
Fax Number: 407 804 0360	Date: 6/6/06

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

Price Schedule C - Rough-cut Mowing in Stormwater Locations

There Is NO Additional Compensation For Mobilization. All Mobilization of Equipment & Personnel Shall Be Included In The Unit Cost.

Type of Service	Unit Measurement	Estimated Services	Estimated Quantities	Cost Per Unit	Total Price Stormwater Locations-Group C
Pond Flat Ground Maintenance*	Per Site	12	273 acres	49.50	162,162.00
Ditch Flat Ground Maintenance*	Per Site	12	106 Acres	99.50	126,564.00
Boom/slope mowing*	Per Site	4	73 Acres	125.00	36,500.00
Litter Removal	# of trash bags	As Needed	All Locations	Included	Include on Invoice
			Total	$ 325,226.00	

** All mowing will be to waters edge. No Exceptions*

Company Name CATO environmental services, Inc.

Performance Work Statement

4.1 **SCOPE OF WORK.** The Contractor shall provide all necessary management, supervision, personnel, materials, transportation, general and specialized tools and equipment required to accomplish all services for Seminole County Board of County Commissioners, as specified in the Scope of Services. The Contractor shall implement all necessary work control procedures to ensure timely accomplishment of work requirements, as well as to permit tracking of work in progress. The Contractor is responsible for adequately planning and scheduling work to assure material and labor availability to complete work requirements within the response times and quality standards established herein.

4.2 **PERSONNEL.**

4.2.1 **Project Manager** - The Contractor shall provide the County with the names, addresses, and telephone numbers of the Project Manager and Alternate with the submittal. The Contractor shall provide written notice to the County at least one week in advance of any proposed change of Project Manager or Alternate and shall submit justification (including the name and rationale for proposed change and how he/she will be phased in). No substitution shall be made by the Contractor without the written concurrence of the County Contract Administrator. The Project Manager or alternate shall return all calls from the County Contract Administrator within two (2) hours. The Project Manager shall be available twenty-four (24) hours a day, seven (7) days a week, to act with full authority for the Contractor. This individual shall be responsible for the supervision, overall administration and coordination of all required services. The Project Manager shall be the point of contact with the County and have the authority to act or make decisions for the Contractor.

4.2.2 **Alternate** – The Contractor shall designate at least one Alternate Project Manager to act for the Project Manager with the same authority during absences of the Project Manager (e.g., vacation and sick leave). The Contractor shall provide the name(s) and telephone number(s) of the Alternate Project Manager(s) with the submittal. The Contractor shall provide written notice to the County Contract Administrator one week in advance of any change of Alternate Project Manager(s).

4.2.3 **Other Personnel Requirements** – The Contractor shall furnish supervisory, administrative and direct labor personnel to accomplish all work required. The Contractor shall provide only personnel who are legally entitled to work in the United States to accomplish work and services specified herein. The Contractor employees performing the services required by the contract shall have specialized training, prior work experience or demonstrated technical skills required to fulfill the specific contract requirements.

4.2.4 **Prohibition against hiring off-duty County employees** – The Contractor shall not hire off-duty nor utilize under contract any person whose employment under the contract will, or appear to, result in a conflict of interest or violation of the standards of conduct. In instances of doubt, the Contractor shall refer the matter to the County Contract Administrator.

4.2.5 **Employee Physical Capabilities** – There shall be no discrimination against employees on the basis of handicaps or other disabling conditions; however, employees shall only be assigned to duties which they can perform without endangering the health, safety and welfare of themselves or others. The Contractor shall have a duty to reasonably accommodate any handicap.

4.2.6 **Standards of Conduct for Contractor Personnel** – All Contractor personnel or representatives shall obey all regulations in effect during the contract period. The Contractor shall be responsible for maintaining satisfactory standards of employee competency and conduct and for taking disciplinary action against his/her employees as necessary. The County Contract Administrator will require the Contractor to remove from the job site any Contractor employee found

under the influence of alcohol, drugs, or any other incapacitating agent during the tour of duty. The Contractor shall also remove any employee whose conduct or appearance reflects disgrace or dishonor upon the County. The County reserves the right to require removal from the job site of any employee who endangers persons or property, whose continued employment is inconsistent with the interests of the government security, or whose presence deters the accomplishment of work. Furthermore, the County reserves the right to refuse to permit any Contractor employee to perform services under the contract who is not in compliance with requirements of contract. In such cases, the County Contract Administrator will advise the Contractor of the reason for requesting an employee's removal or withdrawing his/her authorization to be in the facility. The removal from the job site of a Contractor employee shall not relieve the Contractor of the requirement to provide sufficient personnel to perform the work specified in the contract.

4.2.7 **Employee Identification** –All Contractor employees shall wear a Contractor furnished identification uniform with logo which shall be visible on the outside of their clothing.

4.2.8 **Contractor Availability** – The Contractor shall provide a local telephone number, which is not a toll call from Seminole County, where he/she or the designated representative may be reached during normal duty hours. The Project Manager and Alternate shall carry a telephone and the number shall be provided to the County Contract Administrator or designated representative, prior to contract performance and immediately upon any change, throughout the term of this contract.

4.2.9 **Control of Personnel** – The County will not exercise any supervision or control over Contractor personnel performing services under the contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of County personnel, or become an integrated part of the County organization in connection with performance under the contract, nor shall Contractor personnel be used in administration or supervision of County activities.

4.2.10 **Personnel Selection** – The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work, and for keeping them inform of all improvements, changes, and methods of operation.

4.3 **QUALITY CONTROL PROGRAM.** The Contractor shall establish and maintain a quality control program that identifies and results in correction of potential and actual problem areas throughout the entire scope of the contract. The Contractor's quality control program shall contain processes for corrective action without dependence upon County direction and include a customer complaint feedback system for correction of validated complaints and to inform the customer of corrections. At a minimum, the customer complaint shall contain procedures for the customer to file complaints with the Contractor, forms to be utilized by the customers, procedures for investigation of the complaint and feedback to the customer and the County on the results and actions taken on the complaint.

4.4 **REWORK.** Services that are not performed to County's satisfaction or to the required specifications shall be performed or re-performed. Rework is solely at the option of the County. The fact that a specific task has or has not been reworked will in no way effect the results of quality assurance random sampling, the calculated acceptable percentage or deductions which may result there from. Rework shall be accomplished within one (1) calendar day of notification by the County at no additional cost to the County. Contractor shall notify the County Contract Administrator or designated representative when rework requirements have been completed.

4.5 **QUALITY ASSURANCE.** The County Contract Administrator or designee will monitor the Contractor's performance under this contract by conducting a minimum of two (2) scored inspections per month, at randomly chosen buildings. Inspection dates and times will be scheduled in advance and the Contractor will be notified of the inspection location not less than sixty (60) minutes prior to

the inspection time. The average of the scores for the monthly inspections will determine if there is a deduction from the monthly payment as outlined in Section 6.0 *Performance Work Standards.*

4.6 PERFORMANCE EVALUATION MEETINGS. The Contractor's Project Manager may be required to meet at least bi-weekly with the County Contract Administrator during the first month of the contract. Meetings will be as often as necessary thereafter as determined by the County.

4.7 SAFETY. The Contractor shall conduct operations in strict conformance with all local, federal, states rules and regulations applicable for the performance of required services. Upon commencement of work under this contract, the Contractor shall implement a suitable safety program for employees performing work under this contract.

4.8 SMOKE FREE ENVIRONMENT. Smoking is prohibited in County buildings except for designated smoking areas. Smoking is not permitted in offices or common areas such as hallways, stairwells, restrooms, elevators, entryways, lobbies, conference rooms, classrooms. Permissible areas will be so designated.

4.9 NO WORK WILL BE PERFORMED ON LEGAL COUNTY HOLIDAYS OR SUNDAYS. Days designated by Seminole County as legal holidays. These days are:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

When such holidays fall on Saturday, the preceding Friday shall be considered a holiday. When such holidays fall on a Sunday, the succeeding Monday will be considered a holiday.

4.10 SECURITY. The Contractor shall be responsible for the security of his/her property and the property of the Contractor's employees.

4.11 OFFICE AND STORAGE AREA. The Contractor shall furnish his/her own office and storage area off post.

4.12 VEHICLE REGISTRATION. All vehicles operated in support of the contract, including Contractor and Contractor employees' privately owned vehicles or subcontractor vehicles, shall be properly registered, insured, licensed and safety inspected in accordance with applicable Federal, state and local government requirements.

4.13 CIRCUMSTANCES TO BE REPORTED. The Contractor and the Contractor's employees shall report any circumstances of needed repairs of the facility or unusual soiling of an area which may affect the performance of the work, unhealthy or hazardous conditions, and any delays or interference with the work caused by County employees. Such items shall be reported to the County Contract Administrator immediately upon discovery by the Contractor. Emergency repairs must be notified immediately to EOC at 407-665-5100.

4.14 REPORTING CRIME OR SUSPICIOUS ACTIVITIES. The Contractor shall report any crime to the EOC at 407-665-5100 and law enforcement personnel immediately upon learning of the crime. The Contractor shall also report all suspicious activities or conditions conducive to crime immediately.

4.15 DAMAGES DUE TO FIRE, THEFT, ACCIDENT OR OTHER DISASTER. The County will not be responsible for damage due to fire, theft, accident, or disaster to the Contractor's supplies, materials, equipment, or Contractor's personal belongings brought into the County buildings or onto the government grounds.

4.16 EQUIPMENT/SUPPLIES. The Contractor shall furnish all equipment and supplies necessary to perform the required services.

4.17 HAZARDOUS CHEMICALS. When a substance is determined to be hazardous, the Contractor shall perform in accordance with regulations such as OSHA.

4.18. MATERIAL SAFETY DATA SHEETS. The Contractor shall submit, at the request of the County Contract Administrator, any or all Material Safety Data Sheets for hazardous materials proposed for use in the performance of the contract. In addition, the Contractor shall maintain copies available for review by the Contractor employees.

4.19. PREMISES. Contractor shall assume full responsibility for any damage to any County, other contractors, or home owner's property caused or alleged to have been caused by or incident to the execution of this Work.

Scope of Services

5.1 – GENERAL:

Scope of Work:

A. The work specified in this Section consists of furnishing all labor, materials, coordination, transportation equipment, and all incidentals necessary for the grounds maintenance including, shrubs, ground covers, lawn areas, and entire sites shall be cleared of trash and debris through out the entire mowing sites. All work shall be performed during daylight hours.

B. The Contractor shall provide supervised staff to complete the grounds maintenance duties as outlined in the Contract, in strict accordance with the specification and under the supervision of the County's Program Manager or his designated representative. The Contractor shall also provide sufficient personnel when required for additional services as specified in the Contract so that the services are completed in a reasonable amount of time. County should have easy access to Contractor by cell phone, pager and / or internet services. The County Program Manager or his designated representative will determine when to begin each Work Cycle. The Contractor will be required to begin work within seven (7) calendar days after receiving the Notification from the County. All work cycles shall be completed in a continuous and expeditious manner.

C. The Contractor must notify the County Program Manager before 8:00 a.m. Monday through Friday on a daily basis during the course of each cycle as to the progress of the cycle, so that it can be checked and a log kept of the dates the areas were being serviced. The use of fax or email is also agreeable, but must have the information of the work progress, the areas that were serviced, as well as what is planned to be serviced that day. The Contractor shall also notify the Inspector of down time due to weather.
Those areas which are inaccessible to mowing machinery shall be trimmed in conjunction with each mowing cycle at NO additional cost to the county.

D. It shall be the Contractors responsibility to maintain traffic flow through the designated work area. The Contractor will be **guided by and shall adhere to the requirements of the latest version of the State of Florida Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction, Maintenance and Utility Operations.**

E. All equipment used under this contract must be approved for use by the Roads Program Manager or his designated Contract's Inspector. Some sites will require the use of different equipment to be used, due to weight requirements where sidewalks are on some locations and sloped areas behind the sidewalk areas.

F. Other work may be in progress, in the Right of Way, by Seminole County, the State of Florida, Department of Transportation or another private contractor. The Contractor shall cooperate with others and shall not be entitled to extra compensation or adjustments in the unit prices because of deletion of work items or delay because of work by others.

G. A Contractor's proposal shall be in the form of a unit price for each cycle expected to be accomplished. The quantities shown on the Price Schedule are approximate and represent planned annual requirements based on historical or specific project needs. **The County does not guarantee any minimum or maximum quantity,** any range of quantities, or the exact quantities shown for each proposed item. The County's estimated quantities and the Contractor's proposal will be used to calculate a total amount for evaluation.

also be his responsibility to remove, at no extra cost to the County, any item shoe box size or larger, such as newspapers, magazines, large boxes, etc., that would be torn, ripped, scattered or further sub-divided by the mower and will result in an objectionable appearance. Litter is to be removed before mowing each location; and, the Contractor shall exercise the necessary care to preclude any source of litter by his operation. Motorized equipment may be used for the process of litter removal or weed eating. If using this type of equipment it shall be operated with the direction of traffic and shall be equipped with blinking or flashing amber lights & slow moving signs.

Edging Curbs and Sidewalks:

This work will encumber the edging of sidewalks and curb lines along the normal mowing route an estimated three times per year. There could also be some curb and sidewalk edging located outside of the normal mowing route. These areas are covered under the Price Schedule and will be measured in lineal feet of each. All debris is to be removed, resulting in a clean edge line and clear passage way. The contractor will be required to keep the walkway areas open and free of sand, clippings and encroaching vegetation.

Safety:

A. All materials and performance of work will meet all federal health and safety laws currently in effect. All chemicals to be used in performance of this contract shall carry an E.P.A. approval number.

B. Immediately notify the County Lead Inspector when an accident/incident occurs involving private property.

C. The Contractor shall provide and require the wearing of protective clothing, mask, eye protection, etc., during any operation as required or directed by applicable laws, regulations or ordinances, and/or directions of manufactures of material or equipment. All equipment will have and utilize amber flashing lights and slow moving vehicle signs.

D. All equipment must be properly maintained and is subject to inspection by the County. Any equipment deemed inoperable or unsafe shall be removed from the premises. All equipment must meet American Standard Safety specifications and OSHA requirements.

E. The Contractor shall adequately protect workers, adjacent property, and the public. The Contractor shall take all necessary precautions for the safety of his employees on the job and of the persons employed at and visiting the facility.

Quality Assurance:

A. The execution of all operations required shall be subject to the approval of the County. The Contract Administrator or designee and the Contractor shall make weekly site inspections to determine any work, which, in the opinion of the County, is unacceptable, the Contractor shall promptly correct all rejected work at each location.

B. The Contractor shall certify that the work quantities and quality were accomplished in accordance with these specifications. This certification will be accomplished by the Contractor signing and returning the cycle log sign off sheet identifying when each location was completed.

5. 2 – PRODUCTS:

Insecticides and / or herbicides: The Contractor shall maintain a valid current state pesticide applicator's and operator's license at all times and shall use all chemicals in strict accordance with the federal, state, and county directives on environmental control, and E.P.A approval number at all times while on the job.

5.3 – EXECUTION

Group A: Roads Locations > not covered under Cato contract

Mowing:

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches with a less than 3:1 slope, roadside swale bottoms, and sidewalks front and back. Similar areas conductive to the use of high production equipment and or **smaller equipment as needed to maintain the areas**. Blowing off of the roadway, curb and sidewalk areas are to be performed to alleviate clippings from being strewn over these areas and cause unfavorable safety conditions for the roadway and pedestrian traffic. Extreme caution is to be taken when mowing during poor weather to avoid having grass clippings all over the sidewalks, curbs, and roadways before or during a rain, as wet grass is difficult to blow off. The County will mow all wet or steep ditches, greater than a 3:1 slope. The Contractor is required to mow from the roadway to the top of the ditch bank, excluding wet or steep ditches, from the top of the ditch bank to the Right-of-Way marker or specified boundary. If there is no grassed area on the opposite side of the ditch, the Contractor is required to mow only up to the top of the first ditch bank from the roadway. All mowing shall conform to previously established mowing limits. All grass and vegetation shall be cut to a height of four (4") with maximum tolerance of one-half (1/2") plus or minus. Mowing area shall be cut uniformly with no streaks.

Trimming:

Consisting of weed eating around sign posts, head walls, guard rails, fence lines, phone poles, guide wire areas (from pole to where wire attaches to the ground) etc., that is within the Right-of-Way boundary. The Contractor will be responsible for keeping the sidewalk areas within their mowing route open and free from encroaching weeds, debris and low limbs obstructing sidewalk areas.

Litter Removal:

The Contractor will be responsible for the pickup and removal, in those areas being mowed of any obstacle such as wood, tires, cans, etc., which cannot be traversed by the mowing equipment. It shall

Group C: Stormwater Locations – Roadway and Subdivision Ponds

A. **Herbicide** – Shall be used for spot spraying of expansion joints of curb gutters, sidewalks and Curb Inlets. Herbicide along walls and fence lines will be permitted. Roundup - Pro will be the only herbicide allowed to be used; any other type of herbicide will require approval by the lead inspector. A licensed applicator must be on site during application.
The Rate of Herbicide that is applied is to comply with the manufacturer's label.

B. **Weed eating** - All areas that are inaccessible to mowing machinery, slopes, poles, fences, walls, guard rails, curb gutter inlets shall / will be weedeated in conjunction with each mowing cycle. Encroachment of vegetation along the sidewalks shall be trimmed back to assure a clear walk zone.

C. **Pruning** - All trees 12' in height shall be trimmed up to a height of 6' and maintain a clear trunk of sucker growth and kept clear of dead, unsightly or hazardous limbs. Any trees or limbs that should encroach any County Pond or ditch easement due to storms or weather irregularities in excess of a four inch (4") diameter will be reported by the Contractor and removed by County crew.

D. **Mowing** – Services within this contract will include these areas of **Flat Ground, Slope & Pond Bottom.** Ponds shall be cut to a uniform height of no less than Four inches (4"). Contractor shall make every effort not to cause "scalping" while mowing any area.

E. **Litter Removal** - Shall include bottles, glass, cans, paper scraps and branches. A record of litter removed from each site shall be turned in to the Project Manager after each cycle. (Example three full 30 gal. trash bags = one cubic yard).

F. **Cuttings and Trimmings** - As a result of unsightly right-of-way due to pruning, grass or vegetation cuttings, it shall be the responsibility of the Contractor to remove or disperse as necessary to eliminate these conditions.

Performance Work Standards

6.0 Performance Analysis and Standards:

Performance analysis assigns a performance requirement to the tasks, which involves determining how a service can be measured and what performance standards and quality levels apply. The performance standard establishes the performance level required by the County. Correspondingly, the acceptable quality level establishes a maximum allowable error rate or variation from the standard.

Monthly payments to the Contractor will be reduced for unsatisfactory performance using the following methods:

- Each month Contractor performance will be compared to contract standards and acceptable quality levels as stated in the contract.
- Inspection scores are averaged – The average scoring for the month is used to determine the percentage payment of the invoice. The County's decision is final.
- The Contractor will be notified of any deficiency identified during the term of the contract. Contractor shall take appropriate corrective action upon notification. In the event of such notification, the Contractor shall explain in writing within five (5) days of receipt, why performance was unsatisfactory, how performance will be brought into compliance with contract specifications and standards and how the problem will be prevented.
- The **Inspection Score** is as follows:

Score Range		Payment
Maximum	Minimum	%
100.00	95.00	100
94.99	90.00	99
89.99	85.00	98
84.99	83.00	97
82.99	81.00	96
80.99	79.00	95
78.99	77.00	94
76.99	75.00	93
74.99	73.00	92
72.99	60.00	80
59.99	47.00	70
46.99	34.00	60
33.99	0.00	0

Stormwater Locations

1. Ponds

DIST	LOCATION	ADDRESS
5	BOOKERTOWN P-A	SE CORNER OF ORANGE BLVD AND DUNBAR AVE
5	FOREST COVE	S SIDE OF ORANGE BLVD, 250 FT W OF AMANDA KAY CIR
5	BOOKERTOWN P-B	SOUTH OF CHESNUT ST AND DUNBAR AVE, AT NE CORNER OF I-4 BORROW PIT
5	BOOKERTOWN P-C	SOUTH END OF HALSEY AVE, AT NW CORNER OF I-4 BORROW PIT
5	RINEHART RD P-6	E SIDE OF RINEHART RD, 600 FT N OF ST JOHN'S PKWY (N POND)
5	INTERNATIONAL PKWY P-3	INTERNATIONAL PARKWAY AND WILSON RD
5	ROSELAND PK PD	NW CORNER OF 2ND DR AND ROSEBERRY LN
5	MIDWAY 2ND ADD	N SIDE OF E 21ST ST, 200 FT E OF RUFF RD
5	RINEHART RD P-4	250 FT NW OF RINEHART RD, ACROSS FROM OREGON AVE
5	RINEHART RD P-3	S SIDE OF RINEHART RD, 300 FT W OF TOWNE CENTER BLVD
5	MANDARIN SEC 8 P-A	NE END OF JUDITH PL, BEHIND 2148
5	MANDARIN SEC 6 P-C	SE CORNER OF LONG POND DR AND JUDITH PL
5	MANDARIN SEC 5	NW CORNER OF W CROWLEY CIR AND JUDITH PL
5	ARLINGTON PK P-A	BEHIND LOT 8 (1886 ARLINGTON CT)
5	ARLINGTON PK P-B	ACROSS FROM 1869 ARLINGTON CT, PART OF LOT 10
2	LAKE MARY BLVD P-D	SE CORNER OF W LAKE MARY BLVD AND LONGWOOD LAKE MARY RD
2	LAKE MARY BLVD P-C	S SIDE OF W LAKE MARY BLVD, 1800 FT E OF GREENWOOD BLVD, BEHIND DRIFTWOOD VILLAGE SHOPPES
2	CR 427 P-17	N SIDE OF CR 427, E OF BIRCHWOOD CT
2	CRYSTAL CREEK UN 1 T-A	S SIDE OF SILK BAY PL (ACCESS BETWEEN 244 AND 248)
2	CRYSTAL CREEK UN 1	W SIDE OF CRYSTAL CREEK DR 300 FT N OF TALL OAKS TER
2	CRYSTAL CREEK UN 1 T-F	N SIDE OF SILVER BIRCH PL (ACCESS BETWEEN 705 AND 709)
2	CRYSTAL CREEK UN 2	W END OF CAITLIN PT (ACCESS BETWEEN 932 AND 940)
2	CR 427 P-16	NW CORNER OF CR 427 AND COUNTRY CLUB RD
2	HAMPTON PARK	NE CORNER OF CR 427 AND S COUNTRY CLUB RD
2	CRYSTAL CREEK UN 1 T-I	SE CORNER OF TALL OAKS TER
2	CR 427 P-15	E SIDE OF CR 427, 500 FT S OF BIG TREE DR
2	TUSKA RIDGE UN 2 P-E	E OF KNOLLWOOD CT, UNDER POWERLINES
2	RED BUG LAKE RD P-F	N SIDE OF RED BUG LAKE RD, JUST E OF 417
2	HUNTRIDGE	E END OF AUGHTON CT
2	AMHERST	NE CORNER OF CHESTERFIELD CIR

DIST	LOCATION	ADDRESS
2	LAFAYETTE FOREST P-B	N END OF N LYONS CT
2	SUNRISE UN 2 B	N SIDE OF VIA VILLANOVA WAY, BETWEEN 1328 AND 1336
2	LAFAYETTE FOREST P-A	N SIDE OF RED BUG LAKE RD 200 FT W OF MIKLER RD
4	LAKEVIEW VILLAGE	S SIDE OF MAINSAIL CT, ACCESS BETWEEN 413 AND 421
4	RESERVE @ CROSSINGS PH2 P-B	W SIDE OF MORNING GLORY DR, NEXT TO 403, ACROSS FROM HEATHER GLEN CIR
4	RESERVE @ CROSSINGS PH2 P-C	W SIDE OF MORNING GLORY DR, JUST S OF DAWNVIEW CT
4	RESERVE @ CROSSINGS PH2 P-A	S SIDE OF MORNING GLORY DR, NEXT TO 233
4	RESERVE @ CROSSINGS PH2 P-D	S SIDE OF MORNING GLORY CT, NEXT TO 253
4	RESERVE @ CROSSINGS PH1	N SIDE OF MORNING GLORY DR, ACROSS FROM HEATHER GLEN CIR
4	REMINGTON OAKS @ CROSSINGS P-H	S SIDE OF GREEN WAY BLVD, 600 FT W OF LAKE PARK DR
4	REMINGTON OAKS @ CROSSINGS P-I	SW CORNER OF GREENWAY BLVD AND LONGWOOD LAKE MARY RD
4	GREENWD LKS UN D3A 1ST ADD P-B	N SIDE OF E CHARING CROSS CIR OR E SIDE OF GREENFORD DR, 300 FT N OF E CHARING CROSS CIR
4	GREENWD LKS UN D3A 1ST ADD P-A	S END OF CHARING CROSS CT, OR NE CORNER OF GREENWAY BLVD AND GREENFORD DR
4	MYRTLE LAKE HILLS P-D	E END OF VISTA RD
4	MYRTLE LAKE HILLS P-E	NW CORNER OF LAKESHORE CIR, NEXT TO 1901
4	MYRTLE LAKE HILLS P-G	N SIDE OF HIGHLAND DR, 200 FT E OF MYRTLE LAKE HILLS RD
4	NORTHRIDGE POINTE	E END OF WINDY RIDGE CT, BETWEEN 1370 AND 1374
4	BAY LAGOON UN 2	BEHIND 1348 N MARCY DR
4	MYRTLE LAKE HILLS P-C	S SIDE OF TWIN LAKES RD, 200 FT E OF OVERLOOK RD
4	CR 427 P-14	W SIDE OF LONGWOOD LAKE MARY BLVD, 1400 FT N OF CR 427
4	CR 427 P-11	E SIDE OF CR 427, N OF LAKE RUTH DR
4	CR 427 P-10	E SIDE OF 427, N OF SPRINGWOOD CT
4	CR 427 P-13	W OF CR 427 AND S OF LONGWOOD LAKE MARY RD
4	CR 427 P-12	E SIDE OF CR 427, OPPOSITE LONGWOOD LAKE MARY RD
4	WOODLANDS SEC 5	E SIDE OF PENELOPE, ACROSS FROM HICKORY TREE DR
4	WOODLANDS EAST	SW CORNER OF EE WILLIAMSON RD AND CITRUS WOOD CT
4	CR 427 P-9	NW CORNER OF 427 AND 2ND PL
4	CR 427 P-7	SE CORNER OF CR 427 AND PALMETTO AVE
4	CR 427 P-8	NE CORNER OF CR 427 AND PALMETTO AVE

DIST	LOCATION	ADDRESS
4	PRESSVIEW AVE	NE CORNER OF PRESSVIEW AVE AND PALM HILL DR
4	CANADA AVE	S END OF CANADA AVE
4	ALPINE ST P-A	S SIDE OF ALPINE ST, BETWEEN 420 AND 432
4	NORTH ST P-A	E END OF CHARLOTTE ST, AT NORTH ST CURVE
4	CHARLOTTE ST IND PARK	S END OF EXPLORER CV
4	LAKE MOBILE SHORES	W SIDE OF OAK ST, 100 FT N OF CR 427
4	MAITLAND AVE P-B	W SIDE OF IPSWICH ST, 300 FT S OF ORIENTA AVE
4	KEWANNEE TRAIL	NE CORNER OF KEWANNEE
4	WELLINGTON P-B	N END OF WELLINGTON TER, N SIDE
4	WELLINGTON P-A	NW CORNER OF DERBYSHIRE RD AND WELLINGTON TER
3	INNSWOOD T-A P-2	S END OF INNSWOOD LOOP, BEHIND 962
3	APPLE VALLEY UN 4	W SIDE OF RED FOX RD, ACROSS FROM LARSON DR
3	LYNWOOD P-2	W SIDE OF ALTON DR, ACROSS FROM 1209
3	CIMARRON GROVES	ANNA DR, ACROSS FROM GINA CT
3	GROVE HILL VILLAS	N SIDE OF BONNIE DR, ACROSS FROM TOPFIELD CT
3	BEAR LAKE CROSSING	NE CORNER OF BEAR LAKE RD AND BUNNELL RD
3	MCNEIL RD/BUNNELL RD P-A	SW CORNER OF BUNNELL AND OLD RR TRACK, OPPOSITE FIRST AVE
1	PARC-DU-LAC	S END OF LAKERIDGE CT, ACCESS BETWEEN 243 AND 247
1	DUNHILL UN 1	S SIDE OF DALTON DR, BEHIND 123 AND 127
1	DUNHILL UN 2	W OF SLASH PINE PL (ACCESS AT W END OF MOFFAT LOOP S SIDE)
1	RED BUG LAKE RD P-E	E SIDE OF RED BUG LAKE RD, ACROSS FROM HOLLOW PINE, (2 PONDS)
1	RED BUG LAKE RD P-G	S SIDE OF RED BUG LAKE RD BETWEEN HOLLOW PINE DR AND DOVERA DR
1	COBBLESTONE P-A	SW CORNER OF RED BUG LAKE RD AND BROOKS LN
1	RED BUG LAKE RD P-D	S SIDE OF RED BUG LAKE RD, ACROSS FROM CLINGING VINE PL
1	COBBLESTONE P-B	BETWEEN 1562 AND 1558 THORNHILL CIR
1	WILLA SPRGS COM CTR PH2A P-A	W SIDE OF WILLA SPRINGS DR, 700 FT S FROM RED BUG LAKE RD
1	WILLA SPRGS COM CTR PH2A P-B	S SIDE OF WILLA SRRINGS DR, 900 FT S FROM RED BUG LAKE RD
1	WILLA SPRGS COM CTR	W SIDE OF SPRING VILLAS PT, 900 FT S OF RED BUG LAKE RD
1	RED BUG LAKE RD P-C	100 FT S OF END OF SPRING VILLAS PT, W OF SUNNY BROOK WAY
1	FOREST CREEK ESTATES	S SIDE OF ALDERGATE PL 250 FT E OF BANNER CT
1	WILLOW RUN	N SIDE OF LORI LOOP OR W SIDE OF TUSKAWILLA RD, 1500 FT S OF EAGLE BLVD

DIST	LOCATION	ADDRESS
1	PRANGE GROVE PK UN 2 P-C	NE END OF WESSON CT, W SIDE
1	SUTTERS MILL UN 2	W SIDE OF NODDING PINES WAY
1	SUTTERS MILL UN 1	SW END OF SUTTERS MILL CIR, NEXT TO 3730
1	HUNTER'S CHASE PD	NE CORNER OF RED BUG LAKE RD AND W EAGLE CIR
1	RED BUG LAKE RD P-B	200 FT S OF RED BUG LAKE RD, AT CAMP HERONWOOD (2 CELLS)
1	RED BUG LAKE RD P-A	400 FT S OF RED BUG LAKE RD, ACROSS FROM EAGLE BLVD
1	HUNTINGTON P-C	W SIDE OF WESTMINSTER TER, 400 FT S OF HEMINGWAY CT
1	HUNTINGTON P-B	NW CORNER OF WESTMINSTER TER, N OF HARTLEPOOL CT (ACCESS BETWEEN 2592 AND 2584 WESTMINSTER TER)
1	HUNTINGTON P-A	N OF WINDCLIFFE CT, W OF WESTMINSTER TER (ACCESS NEXT TO 313 WINDCLIFFE CT)
1	HUNTINGTON OAKS PH2	NW CORNER OF CHANTILLY TER, ACCESS BETWEEN 2204 AND 2212
1	REMINGTON PK PH2	INSIDE WILMINGTON CIRCLE, ACCESS BETWEEN 493 AND 501 - OPPOSITE NEW BERN CV
1	WILLA GROVE	S SIDE OF DIKE RD, 400 FT W OF TUSKAWILLA RD
1	KAWILLA CREST	W END OF KAWILLA CREST PL, BEHIND 4551
1	KINGS COVE P-B	NE CORNER OF GABRIELLA LN AND MOAT LN
1	KINGS COVE P-A	NW CORNER OF GABRIELLA LN AND MOAT LN
1	SPRINGVIEW P-A	E END OF WOODCHASE CT
1	SPRINGVIEW P-B	E SIDE OF LAZY HOLLOW PL, ACROSS FROM DIKEWOOD CT
1	GARDEN LAKE ESTATES UN 3 A	SW CORNER OF ASTER DR (ACCESS BETWEEN 1899 AND 1903)
1	GARDEN LAKE ESTATES UN 3 B	SW CORNER OF GLADIOLAS DR (ACCESS BETWEEN 1220 AND 1230)
1	HYDE PK P-A	NE CORNER OF ASH PARK LOOP
1	HYDE PK P-B	W SIDE OF HYDE PARK DR, ACROSS FROM BATTERSEA WAY
1	HOWELL BRANCH RD P-B	E SIDE OF LAKE ANN LN, 800 FT N OF HOWELL BRANCH RD
1	HOWELL BRANCH RD P-C	500 FTS N OF HOWELL BRANCH RD, ACROSS FROM STEFANIK RD
1	MCCULLOCH RD P-D	N SIDE OF MCCULLOCH RD, 1500 FT E OF SHADOW CREEK CIR
1	TUSKAWILLA RD P-2	E SIDE OF TUSKAWILLA RD, 400 FT S OF PARKER CT (POND FURTHER FROM RD)
1	HOWELL BRANCH RD P-E	SE CORNER OF HOWELL BRANCH RD AND GRAND RD
1	HOWELL BRANCH RD P-F	N CORNER OF HOWELL BRANCH RD AND DODD RD
1	GRAND PINES	SW CORNER OF HOWELL BRANCH RD AND GRAND AVE
1	BRIDGEWATER T-A	S OF REVELWOOD LOOP BETWEEN 5612 AND 5616

DIST	LOCATION	ADDRESS
4	INDIAN HILLS UN 1 P-1	400 FT N OF THE INTERSECTION OF FALMOUTH RD AND KEWANNEE TRL ON THE W SIDE
4	INDIAN HILLS UN 1 P-2	400 FT N OF THE INTERSECTION OF FALMOUTH RD AND KEWANNEE TRL ON THE E SIDE
3	SANLANDO SPRINGS P-E	S SIDE OF NORTH ST EAST OF THE INTERSECTION OF LARSON DR AND NORTH ST
3	SANLANDO SPRINGS P-C	750 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON N SIDE COMMERCIAL PL
3	SANLANDO SPRINGS P-D	550 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON S SIDE COMMERCIAL PL
4	NORTH ST P-B	SE CORNER OF NORTH ST AND HART AVE
3	SANLANDO SPRINGS P-B	1500 E OF THE INTERSECTION OF NORTH ST AND COMMERCIAL PL ON W SIDE OF COMMERCIAL PL
3	SANLANDO SPRINGS P-F	800 FT E OF THE END OF COMMERCIAL PL
3	SANLANDO SPRINGS P-A	E SIDE OF THE END OF COMMERCIAL PL
3	PARADISE POINT P-A	NW CORNER OF SUNSET RD AND HIBISCOUS LN
4	GREENWOOD @ LAKE MARY PH 2 P-3	W SIDE OF GREENWOOD BLVD BETWEEN CANTERBURRY DR AND S SUN DRIVE RUNNING N TO S
5	MANDARIN SEC 6 P-B	660 FT N OF THE INTERSECTION OF JUDITH PL AND LONG POND DR ON NW SIDE OF JUDITH PL
5	MANDARIN SEC 3 P-1	NW SIDE OF RUTLEDGE RD BETWEEN SUNWOOD DR AND RUTLEGGE CT
5	MANDARIN SEC 4 P-1	SE CORNER OF MARKHAM WOODS RD AND MISTY MORN PL
4	NORTHAMPTON T-A	SW CORNER OF WHITMAN CV AND LAKE EMMA RD
4	HIDDEN COVE T-G P-1	SW OF THE INTERSECTION OF LAKE EMMA RD AND FOXHOUND WAY ON THE E SIDE OF LAKE EMMA RD
5	MANDARIN SEC 2 P-1	550 FT E AND 300 FT S OF THE INTERSECTION OF RUTLEDGE RD AND SUNSHINE TREE BLVD ON THE S SIDE OF R
3	INNSWOOD T-A P-1	SW OF CULDASAC ON INNSWOOD CT, THE ONE THAT IS CLOSEST TO THE CUL DE SAC
5	DIXIE TERRACE P-1	NE CORNER OF DIXIE AVE AND LINGARD AVE
5	DIXIE TERRACE P-2	W SIDE OF THE N END OF GRANBY ST
3	SANLANDO SPRINGS T-52 P-1	N SIDE OF W HIGHLAND ST BETWEEN LAURA AVE AND MARION AVE
5	WAYSIDE DR P-1	SW CORNER OF INTERNATIONAL PKWY AND WAYSIDE DR

DIST	LOCATION	ADDRESS
5	CR 46A P-1	BETWEEN CHERRY LAUREL DR AND BRIGHT MEADOW DR ON THE N SIDE OF CR46A
5	CMI LK MARY P-1	BETWEEN CHERRY LAUREL DR AND BRIGHT MEADOW DR ON THE S SIDE OF CR46A
5	SEMINOLE BCC P-1	NW CORNER OF CR46A AND LINDSEY WAY
5	LOCH HARBOR COUNTRY CL P-1	S SIDE OF PAOLA RD BETWEEN MIRROR DR ADN COUNTRY CLUD RD
5	SEMINOLE BCC P-2	E END OF HIDDEN PATH LN
5	LOCH HARBOR COUNTRY CL P-2	SE CORNER OF PAOLA RD AND MIRROR DR
2	SEMINOLE BCC P-3	N OF THE N END OF GAZELL TRL
1	TUSKAWILLA RD P-3	E OF THE INTERSECTION ON TIGUA ISLAND CT AND TUSKAWILLA RD, IT IS THE CLOSEST ONE TO THE ROAD
1	REDBUG LK RD P-3	NE W MITCHELL HAMMOCK RD AND EYRIE DR
1	REDBUG LK RD P-4	S OF THE END OF HILTON CT
1	HOWELL BRANCH RD P-A	NE CORNER OF BEAR GULLY RD AND HOWELL BRANCH RD
5	RINEHART RD P-5	E SIDE OF RINEHART RD, 300 FT N OF ST JOHN'S PKWY (S POND)
5	MIDWAY 1ST ADD	SW CORNER OF JITWAY AND MAIN ST
5	PALM POINT MIDWAY 3RD ADD	E SIDE OF BRISSON AVE, 150 FT N OF DAFFADIL TER
5	LORDLAND	W SIDE OF BAILEY AVE, BETWEEN 2960 AND 2976
5	SHANNON DOWNS P-A	N SIDE OF WIMBLEDON DR, BETWEEN 3806 AND 3810
5	SILVER LAKE DR P-A	S SIDE OF E LAKE MARY BLVD, 1500 FT E OF OHIO AVE
5	EAST LAKE MARY P-D	N SIDE OF E LAKE MARY BLVD, W SIDE OF SIX MILE CREEK
5	EAST LAKE MARY P-C	S SIDE OF E LAKE MARY BLVD 3000 FT E OF US 17-92 (N OF CARRIAGE COVE)
5	CR 427 P-1	NE CORNER OF CR 427 AND E LAKE MARY BLVD
5	EAST LAKE MARY P-E	SW CORNER OF E LAKE MARY BLVD AND SR 417
5	EAST LAKE MARY P-B	S SIDE OF E LAKE MARY BLVD 1800 FT E OF US 17-92
5	LAKE MARY BLVD P-I	N SIDE OF W LAKE MARY BLVD, 1000 FT W OF COLLEGE DR
5	LAKE MARY BLVD P-G	N SIDE OF W LAKE MARY BLVD, 1000 FT E OF COUNTRY CLUB RD
5	CR 427 P-27	N SIDE OF CR 427, 600 FT W OF FRENCH AVE (W SIDE OF SIX MILE CREEK)
5	CR 427 P-25	SW CORNER OF CR 427 AND RADIO AVE
5	CR 427 P-24	SW CORNER OF CR 427 AND FRANCES
5	CR 427 P-23	S SIDE OF CR 427, ACROSS FROM SUNLAND DR
5	CR 427 P-21	S SIDE OF CR 427, 300 FT W OF HESTER AVE

DIST	LOCATION	ADDRESS
5	CR 427 P-20	S SIDE OF CR 427, 700 FT W OF THOMAS STABLE
5	CR 427 P-19	S SIDE OF CR 427, E OF BRYANT RD
5	CR 427 P-18	SE SIDE OF CR 427, S OF GARDENS DR
5	MANCHESTER OAKS	NW SIDE OF DUNHURST CT, BEHIND 1036 - 1051
2	LAKE MARY BLVD P-H	S SIDE OF W LAKE MARY BLVD, 500 FT E OF SIR LAWRENCE DR
2	LAKE MARY BLVD P-F	SW CORNER OF W LAKE MARY BLVD AND COUNTRY CLUB RD
2	JUNGLE RD	W SIDE OF JUNGLE RD, 600 FT S OF CROSSOVER LN
2	CARIBBEAN HEIGHTS P-A	CARIBBEAN PL, 250 FT NW OF LAURA ST
2	SPICEWOOD P-B	NW CORNER OF SPICEWOOD LN, BETWEEN 1672 AND 1680
2	SEMINOLA BLVD P-C	W SIDE OF N WINTER PARK DR, 500 FT S OF SEMINOLA BLVD
2	SEMINOLA BLVD P-A	E SIDE OF SEMINOLA BLVD, ACROSS FROM BUTTON RD
4	CR 427 P-6	400 FT E OF CR 427, S SIDE OF LONGWOOD CANAL (W END OF REIDER AVE)
4	DOG TRACK RD P-1	W SIDE OF 1ST ST, 300 FT N OF DOG TRACK RD (LARGER POND)
4	DOG TRACK RD P-2	W SIDE OF 1ST ST, 700 FT N OF DOG TRACK RD (SMALLER POND)
4	VIRGINIA AVE PD	NE CORNER OF VIRGINIA AVE AND ALPINE ST
4	CR 427 P-4	SW CORNER OF CR 427 AND NORTH ST
4	CR 427 P-2	SW CORNER OF CR 427 AND MAGNOLIA ST
4	CR 427 P-3	NW CORNER OF CR 427 AND MAGNOLIA ST
4	SANLANDO SPRINGS P-H	NW CORNER OF ANCHOR RD AND PINE ST
4	PINE STREET PD	S SIDE OF PINE ST, 200 FT E OF JACKSON ST
4	SANLANDO SPRINGS P-I	NW CORNER OF ANCHOR RD AND OAK ST
4	MERRITT PARK	NW CORNER OF ANCHOR RD AND DUNBAR ST
4	MAITLAND AVE P-A	SW CORNER OF MAITLAND AVE AND LAKE SHORE DR
3	WEKIVA HILLS SEC 10	NW SIDE OF N MOUNTSBAY CT, ACCESS FROM N CASTLEFORD CT BETWEEN 242 AND 246
3	BRANTLEY POINT	SW CORNER OF BLACKMON CT AND W LK BRANTLEY RD
3	VESTAVIA	SW CORNER OF W LAKE BRANTLEY RD AND VESTAVIA WAY
3	BEL AIRE HILLS UN 3	N END OF ST CROIX
3	BEL AIRE HILLS UN 1	E SIDE OF BALMY BEACH, N OF NEW ORLEANS WAY
1	CHULUOTA BYPASS	CHULUOTA BYPASS AND SNOW HILL RD
1	LAKE LENELLE WOODS P-A	N END OF LAKE LANELLE DR, NEXT TO 491

DIST	LOCATION	ADDRESS
1	LAKE LENELLE WOODS P-B	E SIDE OF LAKE LANELLE DR, 1000 FT N OF OLD CHULUOTA RD
1	CR 419 P-2	NE CORNER OF CR 419 AND WILLINGHAM RD
1	LAKE MILLS P-D	N SIDE OF MILLSHORE DR, ACROSS FROM 808
1	LAKE MILLS P-A	NW CORNER OF LAKE MILLS AVE AND MIMOSA DR
1	LAKE MILLS P-B	NW SIDE OF MAGNOLIA DR, JUST W OF MILLSHORE DR
1	LAKE MILLS P-C	S CORNER OF MAGNOLIA DR AND MILLSHOREDR
1	TUSKAWILLA RD P-1	NW CORNER OF TUSKAWILLA AND OLD BEAR RUN
1	HOWELL BRANCH RD P-I	E SIDE OF HOWELL BRANCH RD, 500 FT S OF BEAR GULLY RD
1	HOWELL BRANCH RD P-H	W SIDE OF HOWELL BRANCH RD, 500 FT N OF SR 426
1	CITRUS POINT	NW CORNER OF CITRUS POINT CT, OR S SIDE OF HOWELL BRANCH RD 500 FT WEST OF DIKE RD
1	HOWELL BRANCH RD P-D	N SIDE OF HOWELL BRANCH RD, ACROSS FROM BETTY ST
4	SEMINOLE BCC P-4	NW CORNER OF RED LIONS SQ
5	MANDARIN SEC 3 P-2	W OF THE INTERSECTION OF RUTLEDGE RD ADN SUNWOOD DR ON SUNWOOD DR
5	MANDARIN SEC 4 P-2	E SIDE OF MARKHAM WOODS RD BETWEEN GLEN ETHEL LN AND SANDY OAKS PL
3	WEKIVA VILLAS PH 3 T-A P-1	W SIDE OF N HUNT CLUB BLVD BETWEEN VILLAS GREEN CIR AND NEEDLES TRL
3	MEREDITH MANOR NOB HILL P-1	NE CORNER OF LAKE RENA DR AND NOB HILL CIR
1	SEMINOLE BCC P-6	N OF THE INTERSECTION E MCCULLOCH RD AND OLD LOCKWOOD RD, ON E SIDE OF OLD LOCKWOOD RD
1	DSTRCT BOARD OF TRUSTEES P-1	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY, IT IS THE LARGER OF THE TWO PONDS
1	DSTRCT BOARD OF TRUSTEES P-2	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY SMALLER POND
5	SEMINOLE BCC P-5	W SIDE OF YANKEE LAKE RD 1500 N OF INTERSECTION WITH SR 46
1	SEMINOLE COUNTY EXPRSSWY P-1	SE CORNER OF SR 426 AND STARWOOD DR
5	HEATHROW P-1	S SIDE OF CR 46A E OF INTERSECTION WITH ORANGE BLVD, E POND
2	LAKE MARY BLVD P-J	SW CORNER OF W LAKE MARY BLVD & COLLEGE DR
5	LAKE MARY BLVD P-K	S SIDE OF W LAKE MARY BLVD, 300 FT W OF LIVE OAK BLVD
5	LAKE MARY BLVD P-L	S SIDE OF W LAKE MARY BLVD, 100 FT W OF LIVE OAK BLVD
5	MIDDLETON OAKS P-B	NW CORNER OF OLD MAIL LN & MEETING PL
5	MIDDLETON OAKS P-A	E SIDE OF NOLAN RD, 300 FT S OF EVELYN ST
5	SANFORD PLACE P-A	ACCESS E END OF ST JOHNS RIVER DR, S SIDE (LARGER POND TO N)

DIST	LOCATION	ADDRESS
5	MANDARIN SEC 3 P-2	W OF THE INTERSECTION OF RUTLEDGE RD ADN SUNWOOD DR ON SUNWOOD DR
5	MANDARIN SEC 4 P-2	E SIDE OF MARKHAM WOODS RD BETWEEN GLEN ETHEL LN AND SANDY OAKS PL
3	WEKIVA VILLAS PH 3 T-A P-1	W SIDE OF N HUNT CLUB BLVD BETWEEN VILLAS GREEN CIR AND NEEDLES TRL
3	MEREDITH MANOR NOB HILL P-1	NE CORNER OF LAKE RENA DR AND NOB HILL CIR
1	SEMINOLE BCC P-6	N OF THE INTERSECTION E MCCULLOCH RD AND OLD LOCKWOOD RD, ON E SIDE OF OLD LOCKWOOD RD
1	DSTRCT BOARD OF TRUSTEES P-1	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY, IT IS THE LARGER OF THE TWO PONDS
1	DSTRCT BOARD OF TRUSTEES P-2	E SIDE OF OLD LOCKWOOD RD N OF LIFETIME WAY SMALLER POND
5	SEMINOLE BCC P-5	W SIDE OF YANKEE LAKE RD 1500 N OF INTERSECTION WITH SR 46
1	SEMINOLE COUNTY EXPRSSWY P-1	SE CORNER OF SR 426 AND STARWOOD DR
5	HEATHROW P-1	S SIDE OF CR 46A E OF INTERSECTION WITH ORANGE BLVD, E POND
2	LAKE MARY BLVD P-J	SW CORNER OF W LAKE MARY BLVD & COLLEGE DR
5	LAKE MARY BLVD P-K	S SIDE OF W LAKE MARY BLVD, 300 FT W OF LIVE OAK BLVD
5	LAKE MARY BLVD P-L	S SIDE OF W LAKE MARY BLVD, 100 FT W OF LIVE OAK BLVD
5	MIDDLETON OAKS P-B	NW CORNER OF OLD MAIL LN & MEETING PL
5	MIDDLETON OAKS P-A	E SIDE OF NOLAN RD, 300 FT S OF EVELYN ST
5	SANFORD PLACE P-A	ACCESS E END OF ST JOHNS RIVER DR, S SIDE (LARGER POND TO N)

2. Ditch Locations

DIST	LOCATION	ADDRESS	LENGTH (lineal ft.)
5	Six Mile Creek	Start @ West side of Greenway(417), behind Wal-Mart, & clean ditch across Lake Mary Ext. to C.R. 427	5288
5	Morning Glory Outfall	Near Greenway Blvd. @ Cross Seminole Trail	400
5	Lake Harney Cir. Outfall	Off of Rest Haven Rd., clean ditch to boat dock	360
5	Sunland Outfall	Behind convenience store on Collins Road	150
5	Frances Ave. Ditch	Runs North/South between Frances & Radio Ave.	300
5	Radio Ave. Ditch	Runs perpendicular to Frances Ave. Ditch	250
5	Richmond Outfall	Start @ 2705 Richmond Ave., clean East until ditch T's @ tree line	1298
5	Cameron Canal	Start @ Cameron Ave., head East to S.R. 415	2620
5	Hughey Ditch	Start @ Beardall Ave., head East to Cameron Ave.	1970
5	Childer's Ditch	Off Brisson Ave. & Lingard Ave.; ditch runs all the way to Midway Pond 1st Addition	4400
5	CSX Ditch	Start @ 1672 Sipes Ave., head East to Beardall Ave.	2577
5	Rossetter's Ditch	Start @ Celery Ave. across from Merriweather's Farm, head North to St. John's River	2400

DIST	LOCATION	ADDRESS	LENGTH
5	Rossetter's Ditch- East	Start @ back of property North to St. John's River	500
5	Stump Canal	Start @ Celery Ave. across from New Tribes Mission Development, head North to Wood line	2430
5	New Tribes Mission Ditch	Ditch starts at the S.E. property corner of N.T.M. Homes, runs across Celery Ave. to the woodline.	2000
5	Celery Ave. Outfall	Start @ Celery Ave., head North to Wood line	2280
5	Sanford Trails Outfall	Ditch starts off Celery Ave. @ Sanford Trails Sub.	800
5	22nd St. Outfall	Starts @ 22nd St. & Lincoln Ave.; includes section from 23rd St.	1500
5	Riverview Outfall	Ditch runs from Palm Dr. to Riverview Ave.	700
5	Big Ditch	Southwest Rd. & 18th St.	496
5	Corner Ditch	Southwest Rd. & 18th St.	216
5	Short Ditch	Southwest Rd. & 18th St.	346
5	Dixie Canal	Runs from Harrison St. North to McCraken	3655
5	Harrison Canal	Runs from Dixie Way off Harrison St. to 13th St. across from Crooms School	1475
5	West Airport Blvd. Outfall	Ditch is located beside Commerce Way Industrial Park	150
5	Blackstone Ditch	Ditch is off 18th St. near Blackstone St.	200
5	Randyard Canal	Start @ S.R. 46 & head North to Randyard Rd. & clean from pickle factory & head West to Ice House	4520
5	Jewett Ditch	Start @ Narcissus Ave., head North to Ice House	3363
5	Bass Ditch	Start @ Narcissus Ave., head North to railroad tracks	2587
5	N. White Cedar Ditch	Start @ North end of N. White Cedar Ave., head West to Cox Lumber	1450
5	White Cedar Ditch	Start @ Church St., head North to end	650
5	Iowa Ave. Ditch	Ditch runs North & South off of Iowa Ave. to Church St.	2300
5	Railroad Ditch	Start @ North end of Bass Ditch, head West to railroad bridge	1375
5	Narcissus Outfall	Ditch starts at Church St., runs under School Rd. and ends at railroad bridge.	2100
5	Palm Terrace Ditch	Ditch runs from S.R. 46 near Palm Terrace	1300
5	Canal St. Outfall	Ditch is at curve on Canal Dr. off of Missouri Ave.	300
5	Western Canal	Ditch is off Ohio Ave., runs North	1966
5	Powers Court Outfall	Off Hickman Drive	1956
5	Smith Canal	Start @ S.R. 46 & follow entire ditch to I-4 by Hickman Drive	10,250
5	Upsala Ditch	On Upsala Rd. along side 417 diagonally across from fire station	1300
5	(580) W. Elder Rd. Ditch	Ditch runs from Elder Rd. to FL Power R.O.W.	600
5	I-4 Industrial Ditch	Start @ address # 610 off Hickman Circle, North of building	160
5	I-4 Industrial Ditch	Start @ address # 645 off Hickman Circle, North of building	300
5	I-4 Industrial Ditch	Start @ address # 650 off Hickman Circle, North of building	750
5	I-4 Industrial Ditch	Start @ address # 686 off Hickman Circle, North of building	540
5	I-4 Industrial Ditch	Start @ address # 580 off Hickman Circle to West of sewer plant	150
5	Lake Forest Outfall	Ditch runs off of Oregon Ave. across from NTS property	1000
	LOCATION	ADDRESS	

DIST			LENGTH (lineal ft.)
5	Orange Blvd. Outfall	Off Orange Blvd, In Briar Corp., North to marina	1074
5	Bookertown Ditch	Ditch is located @ the end Dunbar Ave.	100
5	N. Georgia Ave. Outfall	Ditch runs from 5005 Orange Blvd. North to Ohio Ave.	1500
5	W. S.R. 46 Outfall(Yankee Lake)	Ditch runs into Yankee Lake at address 7180 W. SR 46.	300
5	Page School Outfall	Ditch runs from funeral home to Page School	550
5	Silver Lake Outfall	Ditch is off E. Lake Mary Blvd. just East of Mellonville Ave.; runs alongside ret. pond to the woodline.	600
5	Chubb Creek	Ditch runs from Moorestation to Cameron Ave. next to # 2950 Cameron Ave.	3270
5	Marquette Ave. Outfall	Ditch is located at the corner of Marquette Ave.& Beardall Ave.	1800
5	South Beardall Ave. Outfall	Ditch runs from M. Trainer's driveway to Lake Jessup	250
5	Ingram Rd. Outfall	Ditch is @ Pine Way & Ingram Rd. R.O.W.	2900
5	S. Brisson Ave. Ditch	Ditch heads West off S. Brisson Ave.	2600
5	20th St. Outfall	Ditch runs North from 20th St. to CSX Ditch	720
4	Tanglewood Canal	In Interlachen Golf Course off of Lake Howell Rd.	4250
4	Elsinore Ave. Outfall	Ditch starts at Linden Dr.; clean down to Lake Howell Rd.	1800
4	Old Lake Howell Dam	Off of Lk Howell Rd. between SR 436 & Howell Branch Rd.	50
4	Campello Outfall	Ditch runs from Franklin Ave. to Campello St. off Seminole Ave.	389
4	Lake of the Woods Outfall	Off Derbyshire Rd. across from Lake of the Woods	180
4	Cassel Creek	Ditch runs from Oxford Rd. to just past Talbot St.& from Kewannee Tr. To SR 436.	8700
4	Oxford Rd. Outfall	Ditch is behind 1433 Oxford Rd.	125
4	Hunterfield Outfall	Ditch is off of Hunterfield Rd.	200
4	Lake Ruth Outfall	Ditch is off 427 near Lake Ruth Rd.	75
4	Columbus Harbor Ditch	Ditch runs from C.R. 427 East to Fairy Lake	1825
4	Spring Valley Ditch	Runs from Spring Valley Ln. to Horselovers Ln.	1000
4	Pineview Outfall	Ditch runs near Pineview off of Palm Springs Blvd.	200
3	Virginia Drive Outfall	Ditch is located next to 531 W. Lake Brantley Rd.	1200
3	Alahambra Ditch	Behind #129 Alhambra Ave.	200
3	York Ct.	Ditch runs along side soccer field	300
3	Cutler Rd. Outfall	Ditch is located at the park on Palmetto Concourse; ditch runs along park into Lake Brantley	300
3	Azalea Ditch	In W. Lake Brantley area off Camellia Dr. & Triangle Dr.	562
3	Jennifer Hope Outfall	Ditch is located @ # 2607 Jennifer Hope Blvd. in the rear of residence, runs to conservation area	136
3	Paradise Community Club	Ditch inside park across from Sunset Rd., off Balmy Beach Rd.	188

DIST	LOCATION	ADDRESS	LENGTH (lineal ft)
3	Bear Lake Outfall	Ditch starts @ intersection of Bear Lake Rd. & Bear Lake Circle & goes East to Cub Lake	754
3	Eden Park Outfall	Ditch starts at R/R tracks on Eden Park Rd.	50
3	Play-a-Way Outfall	Ditch starts @ intersection of Linneal Beach Dr. & Play-a-Way on North side of intersection heading North to Bear Lake	282
3	Play-a-Way Ditch	Ditch runs off Play-a-Way to 441	300
3	Linneal Beach Outfall	Ditch runs from Linneal Beach to Cub Lake	750
3	Lake Asher	Easement at Lake Asher off off Holiday Rd.	100
3	Center St. Outfall	Ditch is located at the end of Junior Dr. running East to Florence Ave.	365
3	Sombrero Ave. Outfall	Ditch starts at the end of Sombrero Ave., goes to Orange Co. line	600
3	Markham Woods Outfall	Ditch is at the corner of 434 & Markham Woods Rd.	200
3	E. Hornbeam Outfall	Ditch starts @ # 203 E. Hornbeam Dr. & heads South to end	657
3	Clay Court Outfall	Ditch runs from # 2391 Westwood Dr. to the West, across Clay Ct. to the tree line	295
3	Cub Lake Outfall	Ditch runs behind # 5203 Pineview Way	845
3	2400 Westwood Dr. Ditch	Ditch starts @ # 2400 Westwood Dr. & runs West to tree line	106
3	Bearview Outfall	Ditch is off Bearview Dr. on the West end of Bear Lake.	200
3	Curtis Dr. Outfall	Ditch runs off Curtis Dr. in Bear lake area.	200
3	Bunnell/McNeil Outfall	Rim ditch next to Bunnell/McNell Pond	250
3	Northwestern Outfall	Ditch runs off of Northwestern Ave.	400
2	Meredith St. Outfall	Ditch runs alongside driveway @ # 711 Meredith St. Off of Lakeview Dr. behind Burger King	329
2	Soldiers Creek	Start @ Austin St., creek runs to C.R. 427	3290
2	Seminole Pony Field Outfall	Ditch runs from concession stand around the back of the ball field.	310
2	Seminola Blvd. Outfall	Behind the Acura dealership on Seminola Blvd. near Button Rd.	200
2	Rainbow Trail Ditch	Ditch is off Citrus Rd. next to Rainbow Elementary.	70
2	Deer Run Outfall	Off of E. Lake Dr. at the Hindu temple	600
2	Buck Lake Outfall East	Off 426 near Billsborough Rd. East side of road.	500
2	Buck Lake Outfall West	Off 426 near Billsborough Rd. West side of road.	500
2	Van Arsdale St. Outfall	Ditch is located between Stone St. & Van Arsdale St. beside 1710 CR 426	700
2	Lightwood Knot Canal	Off Chapman Rd. West of Huntington subdivision	1312
2	Lightwood Knox Canal (Red Bug Pit)	Located @ 417 & Red Bug Rd. inside Red Bug Stockpile area	1250
2	Sweetwater Creek	Ditch runs off of CR 426 across from 6th Street	1125
2	Farina Ditch	Ditch is across from Lk. Mary H.S. off of Lgwd./Lk Mary Rd.	250
2	Tributary to Soldiers Creek	Ditch runs from Longwood/Lake Mary Rd. to the railroad tracks	1020
1	East Blvd. Ditch	Ditch runs West to end, off of East Blvd.	300
1	Eagle Circle Ditch	Ditch runs behind 7-11 off Eagle Circle	1300
1	Lake Sterling Outfall	Ditch runs along Red Bug Rd. @ entrance to Deer Run Sub.	860

DIST	LOCATION	ADDRESS	LENGTH (lineal ft)
1	Bear Gully Creek	Ditch runs from Mikler Rd., across Slavia Rd. maintain canal 1000' past Slavia Rd.	4000
1	Lukas Lane Ditch	Off Slavia Rd. beside Lukas Nursery.	1000
1	Red Bug Outfall	Ditch runs from Red Bug Rd. to Lake Howell	1200
1	Crane Strand Canal	Off of S.R. 436 & Casselton Dr.	2036
1	Eastbrook Canal	Ditch runs from S.R. 436 to Betty St.(4688lf) & from Betty St. & Howell Branch Rd. to the county line(4370lf)	9058
1	YMCA Ditch	Ditch is next to YMCA off of Eastbrook Blvd.	326
1	Double R Lane	Ditch runs off of Brooks Lane	450
1	Washington Heights Ditch	In Washington Heights Sub. From Queens Ave. to 6th St.	1236
1	Overland St. Outfall	Near Overland St.	100
1	Stillwater Canal	Ditch runs from Erskine Dr., across Carrigan Ave to the woodline.	1887
1	Carrigan Outfall	From Lagoon Dr., across Carrigan Ave. around to the pond near the power easement.	1600
1	Lake Hayes Outfall	Off Lake Hayes Rd. at the end	650
1	Lake Drive Ditch	Ditch is off Lake Dr. at end of county maintenance(Lake Dr. is off of Alafaya Trail)	445
1	Grant Court Ditch	Off of Lake Howell Rd. @ power plant sub station	523
1	Glennholly Outfall	Ditch is off of Glennholly Ct. & runs along golf course property	600
1	Augusta Way Outfall	Ditch runs parallel to Augusta Way behind houses along golf course	1115
1	Grand Ave. Outfall	Off Howell Branch Rd. across from Pelican Bay sub.	100
1	Dike Road Outfall	Ditch runs beside Lake Howell High School	420
1	Security Ave. Outfall	Ditch runs from East St. to Security Ave.	725
1	County Canal	Off of Security Dr. in Jamestown area	1300

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Annual Florida State Aid for Libraries Application

DEPARTMENT: Library Services **DIVISION:** Administration - Library Services

AUTHORIZED BY: Jane Peterson **CONTACT:** Jane Peterson **EXT:** 1501

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Library and Information Services and Seminole County, and the Certification of Credentials in anticipatd acceptance of monies in State Aid to Library funds for library-related operating expenses.

County-wide Jane Peterson

BACKGROUND:

The Florida Division of Library and Information Services provides the State Aid to Libraries program to help local governments maintain and develop equal access to free public library service to all residences. The program supports consistent plans, programs, policies, and procedures in the operation, maintenance, and development of library systems throughout Florida. These funds will be used to support the daily operations of Seminole County libraries.

The FY 2006/07 allocation for Seminole County is $228,337. As the Legislature prepares for the Special Session on the state budget, the State Librarian has made recommendation to reduce funding for the State Aid to Florida Libraries. This proposal would reduce the County's allocation from $228,377 to $187,601.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with the Florida Division of Library and Information Services. The Board must also approve and authorize the Chairman to execute the "Certification of Credentials of Single Library Administrative Head" form certifying that the Library Director has completed a library education program accredited by the American Library Association and has at least two years full-time paid professional experience after completing the library education program. Submission of these two documents satisfies all requirements for application submission and award acceptance.

The anticipated funds from the Florida State Aid to Libraries are included in the proposed budget for FY 07/08 and may have to be adjusted if the proposed reduction is approved by the State Legislature.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the grant agreement between the Florida Division of Library and Information Services and Seminole County, and the Certification of Credentials in anticipated acceptance of monies in State Aid to Library funds for library-related operating expenses.

ATTACHMENTS:

1. State Aid to Libraries Application Form
2. State Aide to Libraries Agreement
3. State Aid to Libraries Certification Form

Additionally Reviewed By:

☑ Grant Review (Jennifer Bero, Lisa Spriggs)

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

FY2007-2008 STATE AID TO LIBRARIES GRANT APPLICATION
File by October 1, 2007

Check One:
___x Single County Library
____ Municipal Library
____ County Participating in a Multicounty Library

The ___Seminole County Board of County Commissioners_____
(name of library governing body)

governing body for the _____Seminole County Public Library System_____
(name of county or municipal library)

Complete either Section 1A **or** 1B as applicable.

1A Certification of Local Operating Expenditures

We hereby certify that the following total funds from local sources were expended centrally during the fiscal year beginning October 1, 2005 and ending September 30, 2006 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds expended centrally by the library for the operation and maintenance of a library between October 1, 2005 and September 30, 2006.

$ 5,542,949

Library Name: **Seminole County Public Library System**

1B Certification of Local Operating Appropriations

(Complete this section only if the applicant is a newly established public library in the first two years of operation.)

We hereby certify that the following total funds from local sources are appropriated to be expended centrally during the fiscal year beginning October 1, 2007 and ending September 30, 2008 for the operation and maintenance of a library under the provisions outlined in Chapter 257.14 - 257.25, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

We further certify that the amount listed below does not include funds received from the federal government; funds received from state government; or funds used for purchase or construction of a library building or library quarters. Such funds are not eligible to be used as local match for State Aid applications under Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program.

Total local funds appropriated to be expended centrally by the library for the operation and maintenance of a library between October 1, 2007 and September 30, 2008.

$ _____

SIGNATURES:

_____
Library Finance Manager

_____
Single Library Administrative Head

Lisa H. Spriggs
Typed Name

Jane E. Peterson
Typed Name

7/25/07
Date

7/17/07
Date

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

EXPENDITURE OR APPROPRIATION REPORT

Library Name: **Seminole County Public Library System**

II. Check Applicable

_x_ Expenditure Report - *October 1, 2005- September 30, 2006*

____ Appropriation Report - October 1, 2007 - September 30, 2008
(Provide appropriation only if the applicant is a newly established public library in the first two years of operation.)

EXPENDITURE/ APPROPRIATION CATEGORY	FUNDING OR REVENUE SOURCES:				TOTAL
	LOCAL	STATE	FEDERAL	OTHER	
10 Personal Services	4,190,788				4,190,788
30 Operating Expenses	723,685				723,685
60 Capital Outlay (Non-Fixed)	628,476	272,422			900,898
Other					
Total for the operation & maintenance of the library	5,542,949 *(Record this amount on page 1)*	272,422			5,815,371

60 Capital Outlay (Fixed, including purchase or construction of a library building or quarters)					

Florida Department of State, Division of Library and Information Services
STATE AID TO LIBRARIES GRANT AGREEMENT

The Applicant (Grantee) Seminole County Board of County Commissioners__
(Name of library governing body)

Governing body for _____Seminole County Public Library System_____
(Name of library)

hereby makes application and certifies eligibility for receipt of grants authorized under Chapter 257, *Florida Statutes* and guidelines for the State Aid to Libraries Grant Program.

I. The Grantee agrees to:

a. Expend all grant funds awarded and perform all acts in connection with this agreement in full compliance with the terms and conditions of Chapter 257, *Florida Statutes*, and guidelines for the State Aid to Libraries Grant Program. Funds will not be used for lobbying the legislature, the judicial branch, or any state agency.

b. Provide the Division of Library and Information Services (DIVISION) with statistical, narrative, financial, and other reports as requested.

c. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap, or marital status. The Grantee shall insert a similar provision in all subcontracts for services by this agreement.

d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.

e. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year of such grantee, the Grantee 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. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, 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 e., paragraph 1, the Grantee shall ensure that the audit complies with the requirements of Section 2 15.97(8), 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.

If the Grantee 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 grantee 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 nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Grantee directly to each of the following:

A. The Department of State at the following addresses:

Department of State
Grants Office
Division of Library and Information Services
R. A. Gray Building, 2nd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

B. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

f. Identify an individual or position with the authority to make minor modifications to the application, if necessary, prior to execution of the agreement.

II. The DIVISION agrees to:

a. Provide a grant in accordance with the terms of this agreement in consideration of the Grantee's performance hereinunder, and contingent upon an annual appropriation by the Legislature. In the event that the state funds on which this agreement is dependent are withdrawn, this agreement is terminated and the DIVISION has no further liability to the Grantee beyond that already incurred by

the termination date. In the event of a state revenue shortfall, Operating Grants shall be reduced in accordance with Section 257.195, Florida Statutes.

b. Notify the grantee of the grant award after review and approval of required documents. The grant amount shall be calculated in accordance with Chapter 257, Florida Statutes and guidelines for the State Aid to Libraries Grant Program.

c. Distribute grant funds in two payments. The first payment will be requested by the DIVISION from the Comptroller upon execution of the agreement. The remaining payment will be made by June 30.

III. The Grantee and the DIVISION mutually agree that:

a. This instrument embodies the whole agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representation, or agreements either verbal or written, between the parties. No amendment shall be effective unless reduced in writing and signed by the parties.

b. The agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.

c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

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

e. The DIVISION shall unilaterally cancel this agreement if the Grantee refuses to allow public access to all documents or other materials subject to the provisions of Chapter 119, *Florida Statutes*.

f. Unless authorized by law and agreed to in writing by the DIVISION, the DIVISION shall not be liable to pay attorney fees, interest, or cost of collection.

g. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor shall the Grantee exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the Grantee hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the Grantee.

h. The Grantee, other than a Grantee which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities

performed under this agreement and shall investigate all claims at its own expense.

i. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into a contractual relationship.

j. The Grantee, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. Grantee agrees to take such steps as may be necessary to ensure that each subcontractor of the Grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.

k. The Grantee shall not assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this agreement without the prior written consent of the DIVISION, whose consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the DIVISION approves a transfer of the Grantee's obligations, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In the event the Legislature transfers the rights, duties, or obligations of the Department to another governmental entity pursuant to section 20.60, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.

l. This agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligation of the DIVISION.

m. This agreement shall be terminated by the DIVISION because of failure of the Grantee to fulfill its obligations under the agreement in a timely and satisfactory manner unless the Grantee demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by Grantee shall be determined by the DIVISION, based on the terms and conditions imposed on the Grantee in paragraphs I and III of this agreement and guidelines for the State Aid to Libraries Grant Program. The DIVISION shall provide Grantee a written notice of default letter. Grantee shall have 15 calendar days to cure the default. If the default is not cured by Grantee within the stated period, the DIVISION shall terminate this agreement, unless the Grantee demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the Grantee's control. Notice shall be sufficient if it is delivered to the party personally or mailed to its specified address. In the event of termination of this agreement, the Grantee will be compensated for any work satisfactorily completed prior to notification of termination.

n. Unless there is a change of address, any notice required by this agreement shall be delivered to the Division of Library and Information Services, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State and, for the Grantee, to its single library administrative unit. In the event of a change of address, it is the obligation of the moving party to notify the other party in writing of the change of address.

IV. The term of this agreement will commence on the date of execution of the grant agreement.

THE APPLICANT/GRANTEE	**THE DIVISION**
_____	_____
Chair of Governing Body or Chief Executive Officer	Florida Department of State Division of Library and Information Services
Carlton D. Henley, Chairman, Board of __	_____
Typed Name County Commissioners	Typed Name
_____	_____
Date	Date
_____	_____
Clerk or Chief Financial Officer Witness	
_Maryanne Morse, Clerk to the BCC_____	_____
Typed Name and Title of Official	Date
_____	
Date	

FLORIDA DEPARTMENT OF STATE
DIVISION OF LIBRARY AND INFORMATION SERVICES

2007-2008 STATE AID TO LIBRARIES GRANT APPLICATION
Certification of Credentials - Single Library Administrative Head
File by October 1, 2007

The Seminole County Board of County Commissioners
(name of library governing body)

governing body for the Seminole County Public Library System
(name of library)

hereby certifies that the incumbent single library administrative head,

Jane Peterson
(name of incumbent)

- Has completed a library education program accredited by the American Library Association; and
- Has at least two years full-time paid professional experience, after completing the library education program, in a public library that is open to the public for a *minimum* of 40 hours per week.

Signature

Chair, Library Governing Body

Date

Carlton D. Henley, Chairman
Name (typed)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of a Private Road Maintenance Bond for Deer Run Villas aka The Villas at Deer Run

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Tony Nelson **EXT:** 7341

MOTION/RECOMMENDATION:
Authorize the release of the Deer Run Villas aka The Villas at Deer Run Maintenance Bond #6360542-1 in the amount of $22,994.90 for the Deer Run Villas aka The Villas at Deer Run road improvements.

District 1 Bob Dallari Tony Nelson

BACKGROUND:

Maintenance Bond #6360542-1 for $22,994.90 (Safeco Insurance Company of America) 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 Deer Run Villas aka The Villas at Deer Run Private Road 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 Deer Run Villas aka The Villas at Deer Run Private Road Maintenance Bond #6360542-1 in the amount of $22,994.90 for the Deer Run Villas aka The Villas at Deer Run road improvements.

ATTACHMENTS:

1. Agreement
2. Power of Attorney

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: Bond No. 6360542-1

That we, CENTEX HOMES, a Nevada General Partnership, hereinafter referred to as "Principal" and SAFECO INSURANCE COMPANY OF AMERICA, hereinafter referred to as "Surety" are held and firmly bound unto The Villas at Deer Run Townhome Owners Association, Inc. and each and all purchasers of lots within The Villas at Deer Run subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of Twenty-Two Thousand Nine Hundred Ninety-Four and 90/100*** ($22,994.90) 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 Villas at Deer Run, a plat of which is recorded in Plat Book _____, Pages _____, **Public Records of Seminole** County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 13, 2005 and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary 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 August 30, 2005;

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries 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 August 30, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may 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 any Beneficiary, or an 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, any Beneficiary, in view of the health, safety, welfare and factors involved, 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 Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries 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.

(This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.)

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 30th day of August, 2005.

Name and Address:

385 Douglas Ave., Suite 2000
Altamonte Springs FL 32714

CENTEX HOMES, a Nevada general partnership (SEAL)
PRINCIPAL

By: _____ Its: DIVISION PRESIDENT
(If corporation)

ATTEST: _____ Its: _____
(If a corporation)

Name and Address:

12750 Merit Drive, Suite 710
Dallas, TX 75251

SAFECO INSURANCE COMPANY OF AMERICA (SEAL)
SURETY

By: _____
Carmen Mims, Attorney-In-Fact

ATTEST: _____
Tim Hayden, Witness

Safeco

POWER OF ATTORNEY

Safeco Insurance Companies
PO Box 34526
Seattle, WA 98124-1526

No. 6485

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA,** each a Washington corporation, does each hereby appoint

PHILIP N. BAIR; JANIE CERMENO; VICIE COLEMAN; ERIC S. FEIGHL; JOYCE A. JOHNSON; JIMMYE LANGFORD; PHYLLIS RAMIREZ; Houston, Texas; JOHN DEAL; BRIAN M. LEBOW; CARMEN MIMS; ALLYSON DEAN; Dallas, Texas*******

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 14th day of June, 2005

Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

MIKE PETERS, PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA:**

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA,** do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 30th day of August 2005

SAFECO INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1953 STATE OF WASHINGTON

GENERAL INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1923 State of Washington

Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

S-0974/DS 4/05

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Release Performance Bond for Clifton Park

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cythia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:
Authorize the release of Performance Bond # 024-010-905 in the amount of $932,520.60 for Clifton Park subdivision, as requested by Ryland Homes, applicant.

District 1 Bob Dallari Cynthia Sweet

BACKGROUND:
Performance Bond # 024-010-905 in the amount of $932,520.60 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Clifton Park subdivision improvements. Staff has conducted the final construction inspection and found that the construction requirements were completed per the approved final engineering plan. The Performance Bond has been replaced with a two-year maintenance bond to insure the performance and maintenance of the subdivision's improvements.

The subdivision is located approximately ¼ mile south of SR 426 and west of the SR 417, within the South Tuskawilla PUD, in Section 31, Township 21 South, and Range 31 East.

STAFF RECOMMENDATION:
Staff recommends the Board authorize the release of Performance Bond # 024-010-905 in the amount of $932,520.60 for Clifton Park subdivision as requested by the applicant, Ryland Homes.

ATTACHMENTS:

1. Performance Bond

Additionally Reviewed By:
☑ County Attorney Review (Kathleen Furey-Tran)

Bond No. 024-010-905

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, The Ryland Group, Inc., hereinafter called the **"Principal"**, and Liberty Mutual Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called **"Surety"** are held and firmly bound to **SEMINOLE COUNTY,** a political subdivision of the State of Florida, in the full and just sum of **$932,520.60** lawful money of The United States of America, to be paid to the Board of County Commissioners of **SEMINOLE COUNTY,** to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden **Principal** has as a condition precedent to the approval by **SEMINOLE COUNTY** of a plat of a certain subdivision known as Clifton Park has covenanted and agreed with **SEMINOLE COUNTY** to construct roads, streets, sidewalks, drainage, potable water, sanitary sewer, and other improvements based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 16th day of May, 2005, and being on file with **SEMINOLE, COUNTY,** Florida.

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden **Principal** shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and specifications dated 16th day of May, 2005, or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and specifications, and shall indemnify and save harmless **SEMINOLE COUNTY** against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which **SEMINOLE COUNTY** may sustain on account of the failure of the **Principal** to perform in accordance with the development plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The **Surety** unconditionally covenants and agrees that if the **Principal** fails to perform all or any part of the construction work required by the development plans and specifications above referred to, the **Surety** upon forty-five (45) days written notice from **SEMINOLE COUNTY,** or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the **Surety** fail or refuse to perform and complete the said improvements, **SEMINOLE COUNTY,** in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the **Principal** and the **Surety,** or either, both at law and in equity, including specifically specific performance, to which the **Principal** and **Surety** unconditionally agree.

The **Principal** and the **Surety** further jointly and severally agree that **SEMINOLE COUNTY,** at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the **Principal** shall fail or refuse to do so. In the event **SEMINOLE COUNTY** should exercise and give effect to such right, the **Principal** and the **Surety** shall be jointly and severally liable hereunder to reimburse **SEMINOLE 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 the failure of the **Principal** to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the **Principal** and the **Surety** have executed these presents this the 21st day of April, 2006.

Address:
4700 Millenia Boulevard
Suite 400
Orlando, Florida 32839

THE RYLAND GROUP, INC.

By: _____ Its Assistant Vice President
Print Name: Larry Dowling Title

ATTEST: _____, Its _____
Print Name: Tahis E. Lefebvre Title

CORPORATE SEAL

Liberty Mutual Insurance Company
Surety (PRINT NAME)

Address:
505 S. Main St, Ste #830
Orange, CA 92868

By: _____
Its Attorney-in-Fact (PRINT NAME AND TITLE)
Natalie K. Trofimoff, Attorney-in-Fact

~~ATTEST:~~ Witness: _____
(PRINT NAME)
Shanna E. Judson

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On APR 21 2006 (DATE) before me, Patricia Talavera, Notary Public, (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Natalie K. Trofimoff (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** -

☐ proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

PATRICIA TALAVERA
Commission # 1376890
Notary Public - California
Los Angeles County
My Comm. Expires Sep 27, 2006

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

POSITION CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER:

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

1708986

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

CESAR F. JAVIER, JEFFREY STRASSNER, CHRISTINA TURMAN, B. A. MATSON, KRISTINE MENDEZ, ADRIANA VALENZUELA, NATALIE K. TROFIMOFF, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA .....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **SEVENTY FIVE MILLION AND 00/100**********DOLLARS ($ **75,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 4th day of April, 2005.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 4th day of April, 2005, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

TERESA PASTELLA COMMONWEALTH OF PENNSYLVANIA NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this APR 21 2006 day of _____, _____.

By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Weeping Willow (4391) Utility Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:
Adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of the public utility easement situated at the rear of Lot 128, Deer Run Unit 12 "B", as recorded in Plat Book 37, Page 82, of the Public Records of Seminole County, Florida, and further described as 4391 Weeping Willow Circle, Casselberry, Florida – Hesham Z. Abudaif and Mona A. Abdelmalak, applicant.

District 2 Michael McLean Alan Willis

BACKGROUND:
The applicants, Hesham Z. Abudaif and Mona A. Abdelmalak, are requesting to vacate and abandon the north 1 foot portion of the 7.5 foot wide public utility easement situated at the rear of the property located at 4391 Weeping Willow Circle, Casselberry, Florida, and further described as Lot 128, Deer Run Unit 12 "B", as recorded in Plat Book 37, Page 82, of the Public Records of Seminole County, Florida, in Section 14, Township 21 S, Range 30 E. The applicant is requesting to vacate the described portion of the utility easement to cure an encroachment of an existing covered porch in the utility easement. The applicant has provided letters from the applicable utility companies stating "no objections" to the request.

STAFF RECOMMENDATION:

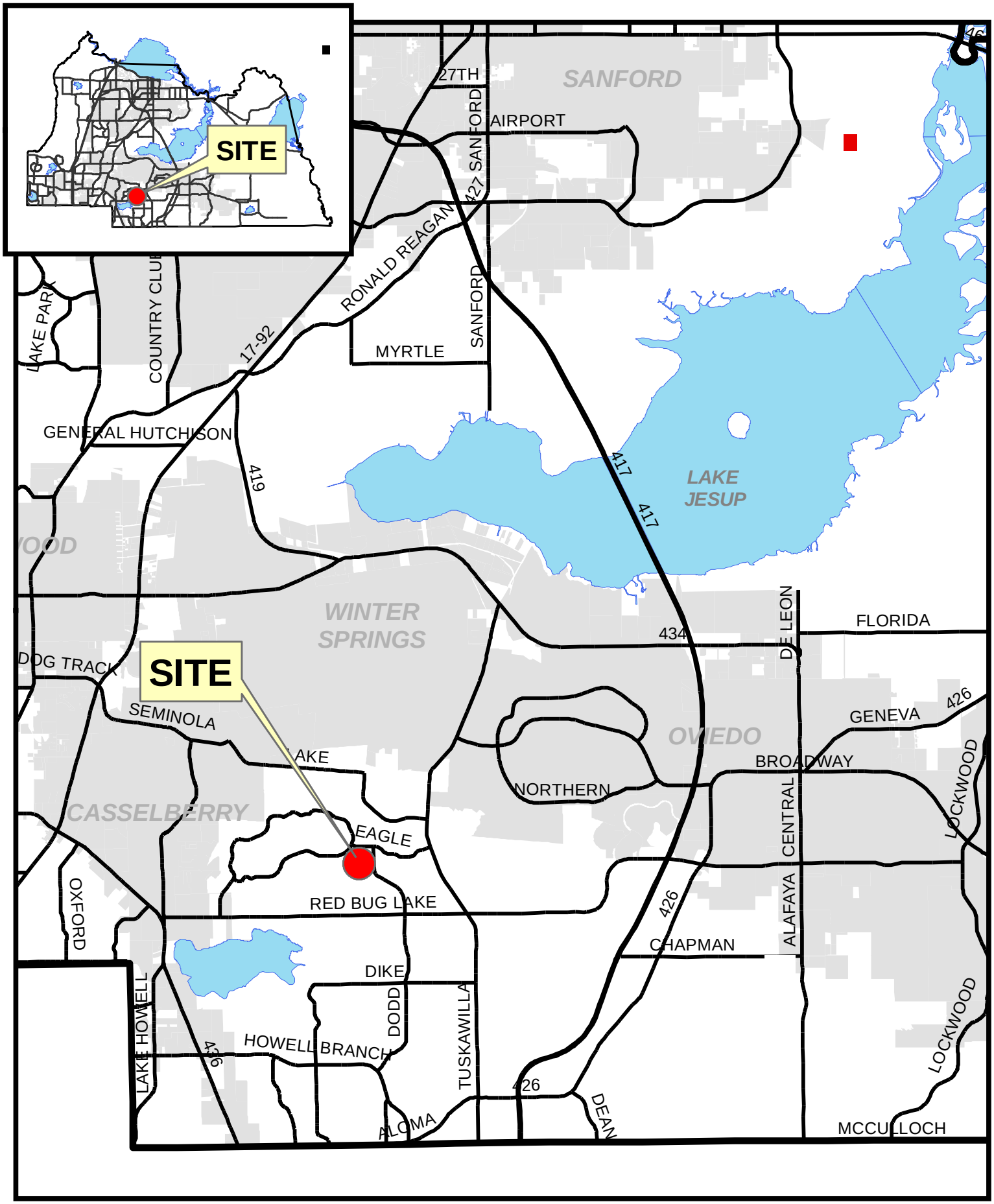
Staff recommends the Board adopt and authorize the Chairman to execute a Resolution to vacate and abandon a portion of the public utility easement situated at the rear of Lot 128, Deer Run Unit 12 "B", as recorded in Plat Book 37, Page 82, of the Public Records of Seminole County, Florida, and further described as 4391 Weeping Willow Circle, Casselberry, Florida.

ATTACHMENTS:

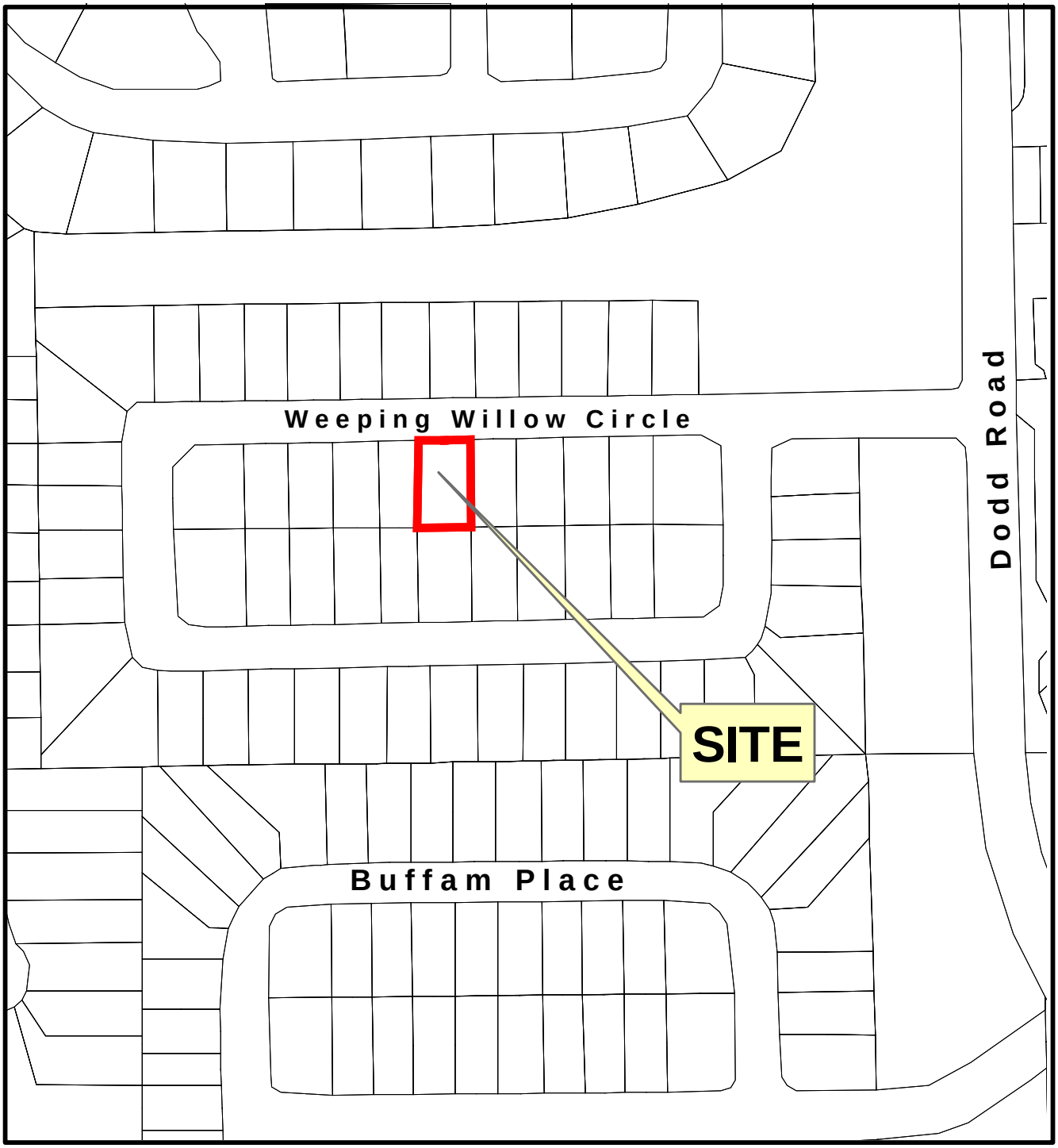
1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



Weeping Willow (4391) Utility Vacate



Weeping Willow (4391) Utility Vacate

Weeping Willow (4391) Utility Vacate

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 28th DAY OF August A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A UTILITY EASEMENT

Whereas, a Petition was presented on behalf of

ABUDAIF HESHAM Z

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating, and abandoning of the following described utility easement to-wit:

SEE ATTACHED SKETCH OF DESCRIPTION "*EXHIBIT C*"

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described utility easement is to the best interest of the County and the public in that the area in question is not needed for utility purposes and not necessary for public need.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described utility easement be, and the same is hereby abandoned, closed, and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 28th 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

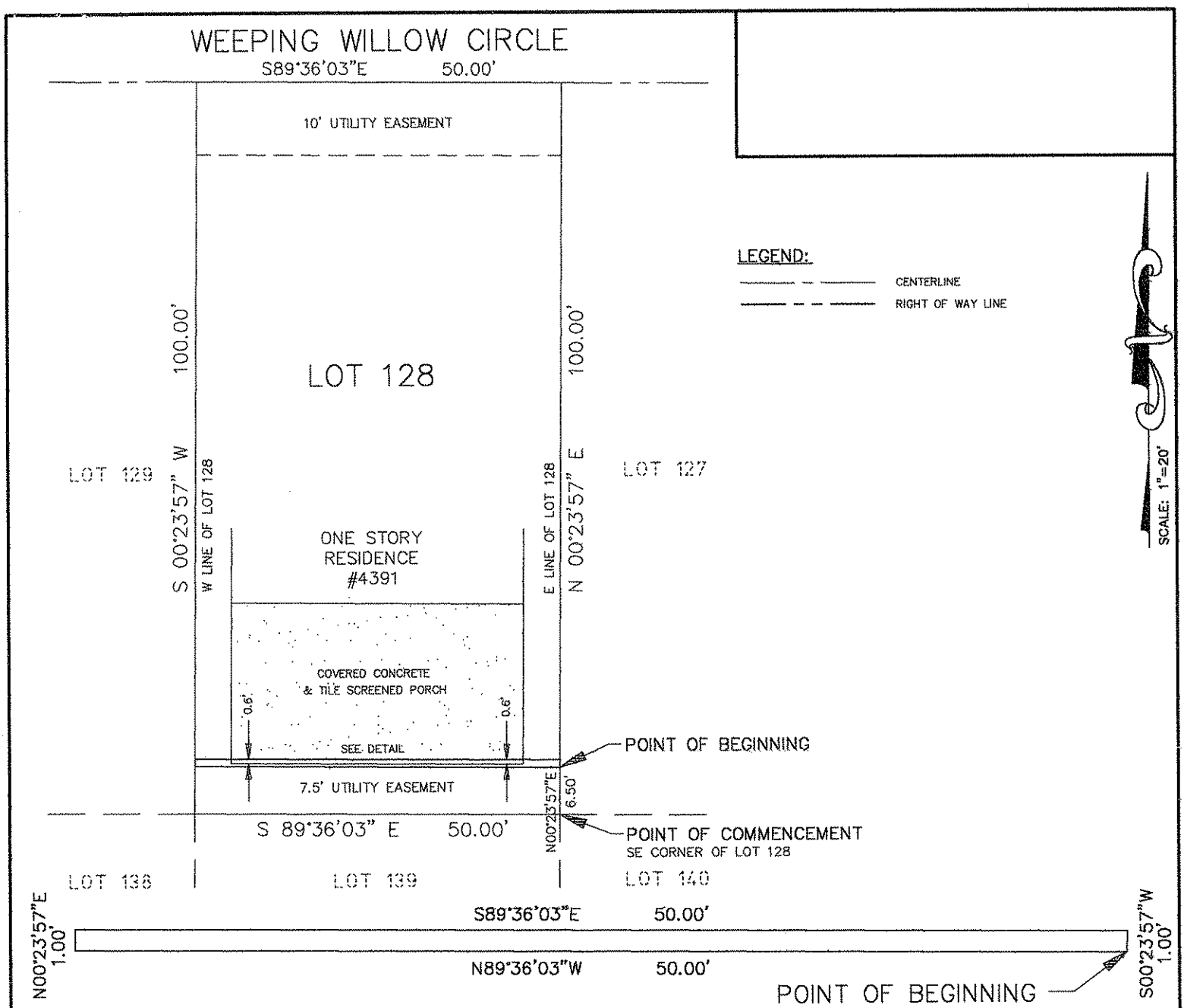
LEGAL DESCRIPTION

A PORTION OF LOT 128, DEER RUN UNIT 12"B", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 82 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT SAID 128; THENCE NORTH 00°23'57" EAST, ALONG THE EAST LINE OF SAID LOT 128, A DISTANCE OF 6.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°36'03" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 128; THENCE NORTH 00°23'57" EAST, ALONG THE WEST LINE OF SAID LOT 128, A DISTANCE OF 1.00 FEET TO A POINT; THENCE SOUTH 89°36'03" EAST, ALONG A LINE PARALLEL TO AND 7.50 FEET NORTH OF THE SOUTH LINE OF SAID LOT 128, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 128; THENCE SOUTH 00°23'57" WEST, ALONG THE EAST LINE OF SAID LOT 128, A DISTANCE OF 1.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET OR 0.001 ACRE, MORE OR LESS.

EXHIBIT C



GENERAL NOTES:

1. *THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.*
2. *THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS.*
3. *THE BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF LOT 128, BEING S89°36'03"E, ASSUMED.*

PREPARED FOR:

HESHEAM Z. ABUDAIF AND MONA A. ABDELMALAK

SKETCH OF DESCRIPTION VACATE PORTION OF UTILITY EASEMENT

CERTIFICATION:
I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS 15TH DAY OF MAY, 2007

Gregory S Locklin, Professional Land Surveyor No. 5619
Land Surveyor Business License No. 6906
VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL

LOCKLIN & ASSOCIATES, INC.
SURVEYORS & MAPPERS
1417 N. SEMORAN BLVD., ST. 115
ORLANDO, FL. 32807
VOICE: (407) 273-0356 FAX/DATA: 282-7850

No.	DATE	REVISION

EXHIBIT C

DRAWN BY: GSL
CHECKED BY: GSL
DRAWING FILE: U01540ESMT.DWG
DATE: 4/29/07
PROJECT No. S05-721
SCALE: 1" = 20'
SHEET 2 OF 3

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Westwood Village Shopping Center Subdivision Final 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 final plat for Westwood Village Shopping Center Subdivision located on the north side of W. SR 46 and west of N. Oregon Street in Sections 29, Township 19 South, Range 30 East.

District 5 Brenda Carey Alan Willis

BACKGROUND:
The applicant, Rockett & Associates, is requesting final plat approval for Westwood Village Shopping Center. The project site is 8 acres more or less and zoned as a Planned Unit Development. The site consists of 2 commercial lots.

Staff has reviewed the plat and finds that it meets all the Planned Unit Development, Development Order, and Developers Commitment Agreement requirements. Staff also finds that the plat meets all applicable requirements of Chapter 35 of the Seminole County Land Development Code and Chapter 177, Florida Statutes. Prior to recording the applicant will submit a performance bond in compliance with Seminole County Land Development Code Section *35.44 (e) Additional Required Legal Submittals (1) Bonds,* to guarantee all infrastructure improvements.

STAFF RECOMMENDATION:

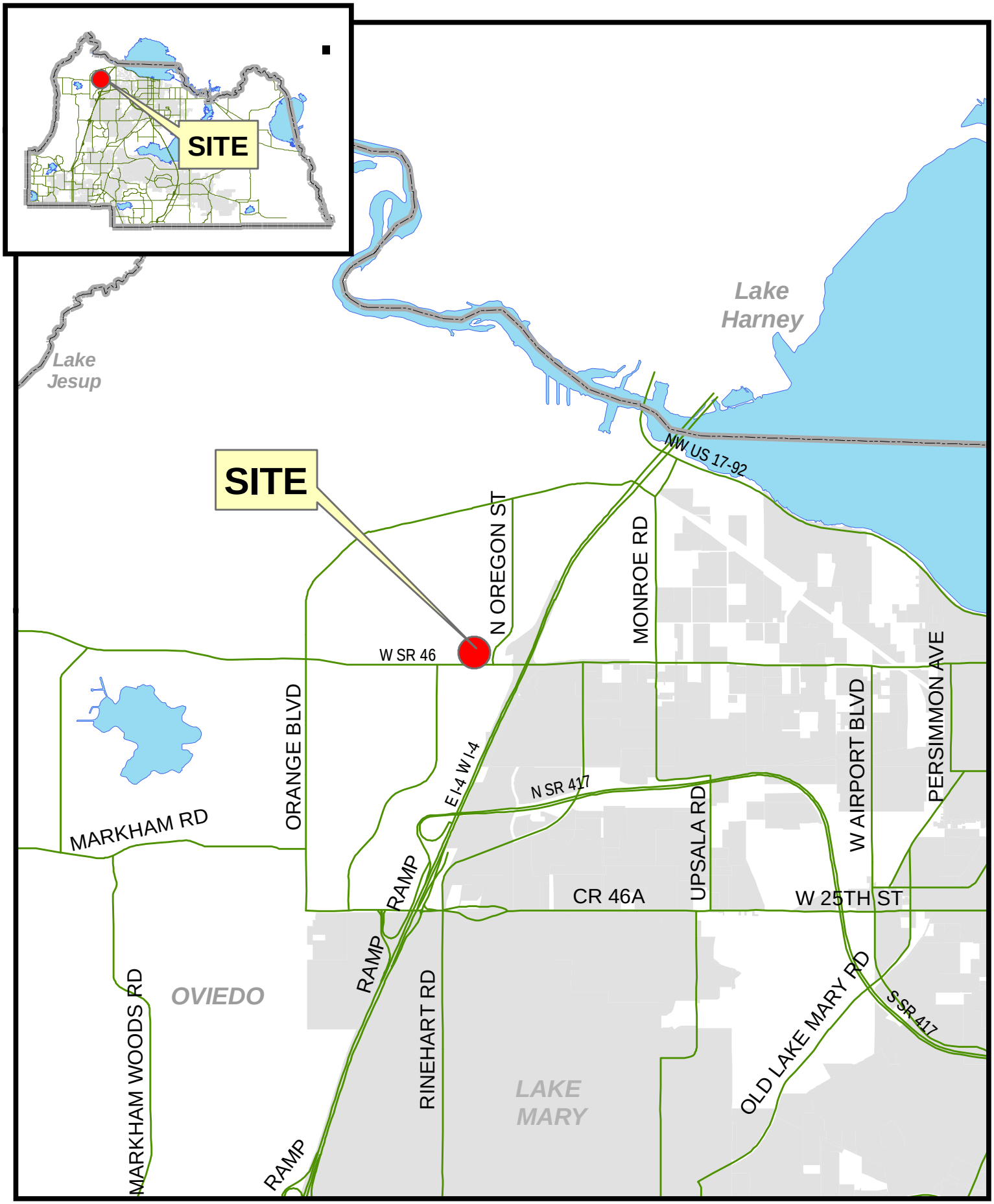
Staff recommends the Board approve and authorize the Chairman to execute the final plat for Westwood Village Shopping Center located on the north side of W. SR 46 and west of N. Oregon Street in Sections 29, Township 19 South, Range 30 East.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Sketch of Description

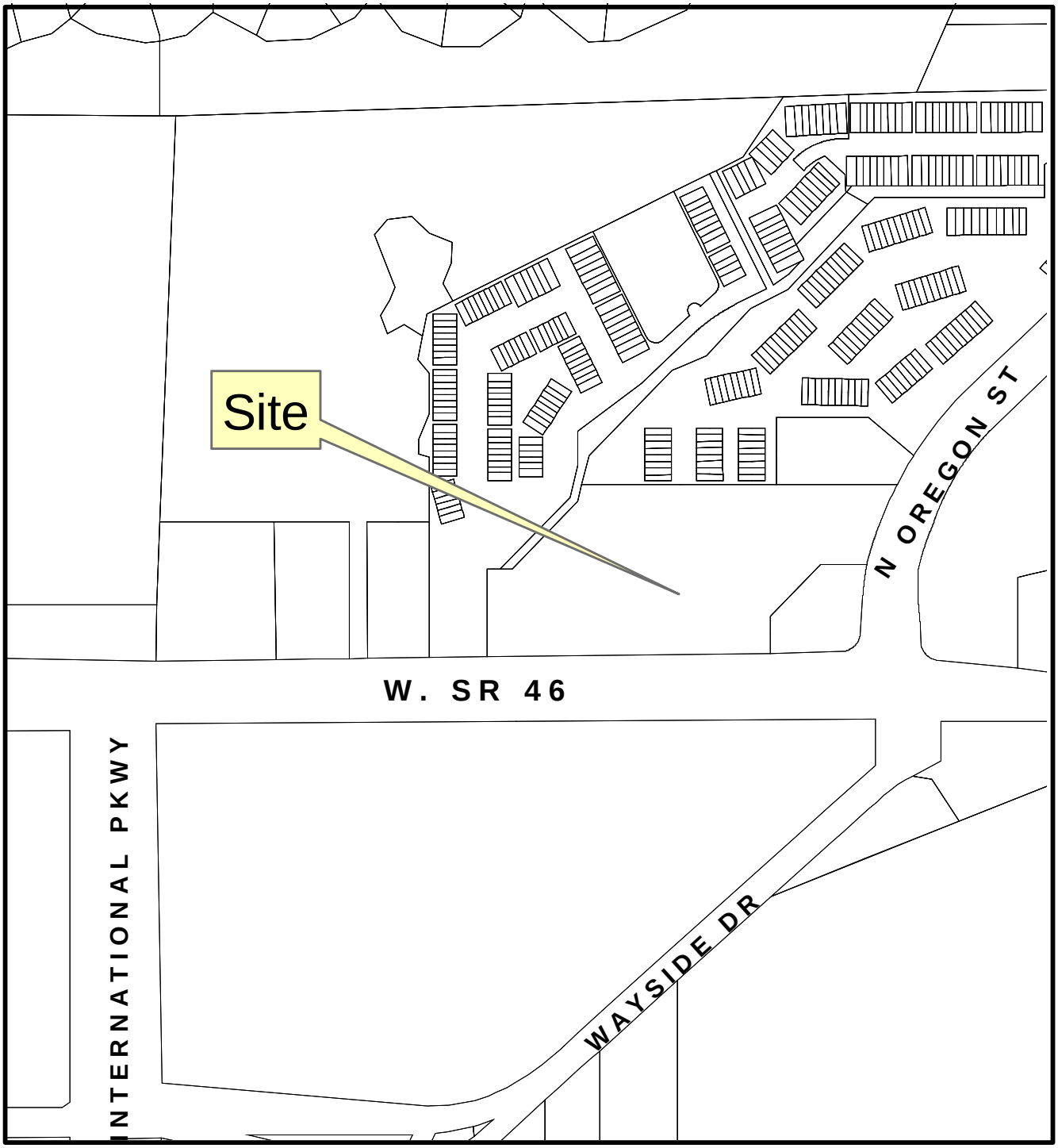
Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



Westwood Village Shopping Center Final Plat

EXHIBIT A



Westwood Village
Shopping Center
Final Plat

EXHIBIT A

Westwood Village
Shopping Center
Final Plat

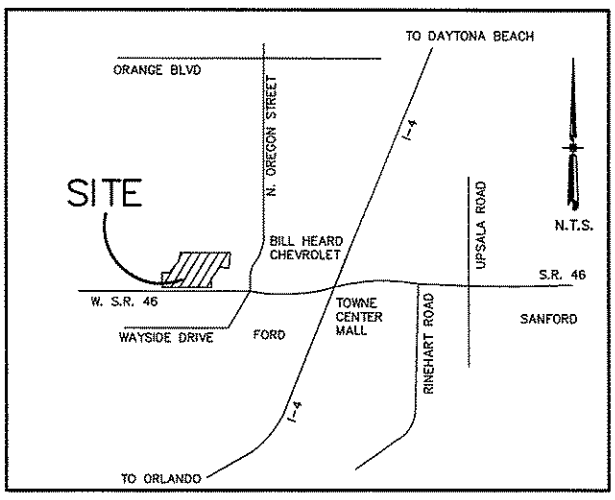
Parcel
Subject Property

January 2006 Color Aerials

EXHIBIT A

WESTWOOD VILLAGE SHOPPING CENTER

A PORTION OF GOVERNMENT LOTS 1 AND 2, AND A PORTION OF THE MOSES E. LEVY GRANT AS SHOWN ON THE JULY 3, 1852 TOWNSHIP MAP OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA



LOCATION MAP

INDEX OF SHEETS:

1. COVER SHEET
2.-3. PLAT
4.-6. EASEMENT DETAIL

LEGAL DESCRIPTION

A PORTION OF GOVERNMENT LOTS 1 AND 2, AND A PORTION OF THE MOSES E. LEVY GRANT AS SHOWN ON THE JULY 3, 1852 TOWNSHIP MAP OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE NORTH 89°44'08" EAST, ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29, A DISTANCE OF 2591.50 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE (RADIAL LINE THRU SAID POINT BEARS NORTH 85°31'33" WEST), SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF NORTH OREGON STREET AS DESCRIBED IN THE "PUBLIC PURPOSE QUITCLAIM DEED" RECORDED IN OR BOOK 3332 PAGE 477 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY FLORIDA; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, BEING CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 725.00 FEET, A DELTA OF 43°37'09", AN ARC DISTANCE OF 551.94 FEET; THENCE TANGENT TO SAID CURVE, SOUTH 48°05'36" WEST, 333.46 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 785.00 FEET, A DELTA OF 25°54'54", AN ARC DISTANCE OF 355.06 FEET; TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 785.00 FEET, A DELTA OF 16°05'49", AN ARC DISTANCE OF 220.54 FEET, (THE LAST THREE COURSES DESCRIBED BEING COINCIDENT WITH SAID NORTH OREGON STREET RIGHT-OF-WAY); THENCE NORTH 90°00'00" WEST, 25.13 FEET; THENCE NORTH 80°31'55" WEST, 106.15 FEET; THENCE SOUTH 44°26'27" WEST, 211.98 FEET; THENCE SOUTH 00°00'04" EAST, 92.27 FEET, TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 46, AS SHOWN ON THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION RIGHT-OF-MAP MAP SECTION 77030-2505 SHEET 8 OF 8; THENCE SOUTH 89°50'18" WEST, ALONG SAID LINE, 714.33 FEET; THENCE NORTH 00°00'00" EAST, 218.14 FEET; THENCE SOUTH 90°00'00" EAST, 63.36 FEET; THENCE NORTH 44°26'27" EAST, 243.33 FEET; THENCE NORTH 13°38'10" EAST, 50.99 FEET, TO A POINT ON THE SOUTH BOUNDARY OF LOT 1 "CARRIAGE HOMES AT DUNWOODY COMMONS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 67, PAGES 18 AND 19 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, (THE LAST FOUR COURSES DESCRIBED BEING COINCIDENT WITH THE SOUTHEASTERLY BOUNDARY OF "DUNWOODY COMMONS PHASE 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 64, PAGES 78 THRU 80 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA); THENCE SOUTH 89°59'39" EAST, ALONG SAID LINE, 800.50 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN SEMINOLE COUNTY, FLORIDA.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH 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 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 SAFETY COMMISSION.

SURVEYOR'S NOTES

1.) BEARINGS AS SHOWN HEREON ARE BASED ON THE NORTH RIGHT OF WAY OF STATE ROAD 46, ACCORDING TO THE BOUNDARY SURVEY PREPARED BY DONALD W. MCINTOSH ASSOCIATES, INC., PROJECT NUMBER 24128.0005, SAID LINE BEING A BEARING OF S89°50'18"W.

2.) AT THE TIME OF RECORDING THIS PLAT IS AFFECTED BY THE FOLLOWING RECORDED DOCUMENTS, ALL IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

A.) SEMINOLE COUNTY DEVELOPMENT ORDER #2000-0045 RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 6.

B.) NW OREGON P.U.D. FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 4191, PAGE 183, REVISED AND RESTATED NW OREGON P.U.D. FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 5244, PAGE 1897, SECOND REVISED AND RESTATED NW OREGON P.U.D. FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 6310, PAGE 254, AND THIRD REVISED AND RESTATED NW OREGON P.U.D. FINAL MASTER PLAN DEVELOPER'S COMMITMENT AGREEMENT COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION RECORDED IN OFFICIAL RECORDS BOOK 6547, PAGE 811.

C.) TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN EASEMENT AND RESTRICTIVE COVENANT AGREEMENT BY AND BETWEEN NW OREGON, LTD. AND RS III, INC., RECORDED IN OFFICIAL RECORDS BOOK 4638, PAGE 1840.

D.) TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN EASEMENT AND RESTRICTIVE COVENANT AGREEMENT BY AND BETWEEN NW OREGON, LTD., AND PULTE HOME CORPORATION, RECORDED IN OFFICIAL RECORDS BOOK 4641, PAGE 27.

E.) TERMS, CONDITIONS, AND PROVISIONS OF EASEMENT AND RESTRICTIVE COVENANT AGREEMENT BY AND BETWEEN NW OREGON, LTD., AND SRE FLORIDA - 2, LLC, RECORDED IN OFFICIAL RECORDS 5254, PAGE 514.

F.) TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN CUSTOMER AGREEMENT FOR RECLAIMED WATER RATES BY AND BETWEEN SONIC DEVELOPMENT, LLC AND SEMINOLE COUNTY, FLORIDA, RECORDED IN OFFICIAL RECORDS BOOK 5589, PAGE 348. (BLANKET EASEMENT)

G.) TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN CONDITIONAL UTILITY AGREEMENT FOR WATER SERVICES, RECORDED IN OFFICIAL RECORDS BOOK 5470, PAGE 895. (BLANKET EASEMENT)

H.) TERMS, CONDITIONS, AND PROVISIONS OF THAT CERTAIN CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICE, RECORDED IN OFFICIAL RECORDS BOOK 5470, PAGE 931. (BLANKET EASEMENT)

3.) 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.

4.) UTILIZATION OF THE LANDS DESCRIBED ON THIS PLAT WILL BE IMPACTED BY THAT CERTAIN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF WESTWOOD VILLAGE SHOPPING CENTER, WHICH WILL BE RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

5.) LOTS 1, 2 AND 3 RESPECTIVELY, SHOWN HEREON ARE ALSO SHOWN AS LOTS 1A, 1 AND 1B RESPECTIVELY ON THE APPROVED "WESTWOOD VILLAGE SHOPPING CENTER" ENGINEERING PLANS.

PREPARED BY:

R&A
ROCKETT & ASSOCIATES
CONSULTING / CIVIL ENGINEERS & SURVEYORS
1685 Lee Road, Winter Park, Florida 32789
(407) 894-3804 FAX (407) 894-3805
Certificate of Authorization LB 3461
www.rockettengineering.com

Job # 506059.001

MORTGAGEE'S CONSENT

WESTWOOD VILLAGE SHOPPING CENTER
FOR INSERT ON SHEET 1 OF PLAT

CONSENT TO DEDICATION
MORTGAGEE APPROVAL

SUNTRUST BANK, A GEORGIA CORPORATION (THE "BANK") IS THE MORTGAGEE UNDER A CERTAIN MORTGAGE AND SECURITY AGREEMENT GIVEN BY CRF-SANFORD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED MAY 12, 2006, IN OFFICIAL RECORDS BOOK 6243, PAGE 1433, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AND A CERTAIN MORTGAGE AND SECURITY AGREEMENT GIVEN BY CRF-SANFORD, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED MAY 12, 2006, IN OFFICIAL RECORDS BOOK 6243, PAGE 1468, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA (COLLECTIVELY, THE "MORTGAGES"). THE BANK HEREBY CONSENTS TO THE PLATTING OF THE REAL PROPERTY SUBJECT TO THE MORTGAGES LEGALLY DESCRIBED ON THIS PLAT AND HEREBY JOINS IN ON THE DEDICATIONS AND RESERVATIONS CONTAINED ON THIS PLAT.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:
SUNTRUST BANK,
A GEORGIA CORPORATION

BY: _____
PRINT NAME: _____
TITLE: _____

WITNESS
BY: _____
PRINT NAME: _____

WITNESS
BY: _____
PRINT NAME: _____

ACKNOWLEDGMENT:
STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2007, BY _____, AS _____ OF SUNTRUST BANK, A GEORGIA CORPORATION, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____, AS IDENTIFICATION AND WHO DID NOT TAKE AN OATH.

_____
NOTARY PUBLIC

NAME: _____
COMMISSION EXPIRES: _____
COMMISSION NO.: _____

LEGEND AND ABBREVIATIONS

CM = CONCRETE MONUMENT	P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
D.E. = DRAINAGE EASEMENT	P.L.S. = PROFESSIONAL LICENSED SURVEYOR
ESMT. = EASEMENT	R/W = RIGHT OF WAY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION	S.S.E. = SANITARY SEWER EASEMENT
G.I.S. = GEOGRAPHIC INFORMATION SYSTEM	SEC. = SECTION
INC. = INCORPORATED	W.E. = WATER EASMENT
LB = LICENSED BUSINESS	■ = FOUND 4"X4" CONCRETE MONUMENT LABELED "PRM LB 68"
N/D = NAIL AND DISC	⊗ = FOUND NAIL AND DISC LABELED "PRM LB 68"
NO. = NUMBER	⊡ = SET 4"X4" CONCRETE MONUMENT LABELED "LB 3461"
O.R.B. = OFFICIAL RECORDS BOOK	
PG. = PAGE	
(P) = PLAT	
P.B. = PLAT BOOK	

PLAT BOOK _____ PAGE _____

SHEET 1 OF 6 SHEETS

WESTWOOD VILLAGE SHOPPING CENTER

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT ODYSSEY (III) DP IX, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE HEREON DESCRIBED LANDS, DOES HEREBY CAUSE THIS PLAT OF WESTWOOD VILLAGE SHOPPING CENTER TO BE MADE AND HEREBY DEDICATES THE FOLLOWING FOREVER:

1. TO SEMINOLE COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, THE WATER AND SANITARY SEWER EASEMENTS SHOWN HEREON FOR THE PURPOSE OF PROVIDING WATER AND SANITARY SEWER UTILITIES, AND A PERPETUAL NON-EXCLUSIVE RIGHT OF INGRESS AND EGRESS OVER, UNDER AND ACROSS THE INGRESS/EGRESS EASEMENT SHOWN HEREON SOLELY FOR THE PURPOSES OF OPERATING AND MAINTAINING SUCH WATER AND SANITARY SEWER UTILITIES.

2. TO THE OWNERS OF LOT 1 AND LOT 3 SHOWN ON THIS PLAT, AND THEIR SUCCESSORS AND ASSIGNS, THE INGRESS/EGRESS EASEMENT SHOWN HEREON FOR THE USES AND PURPOSES HEREON EXPRESSED (WHICH INGRESS/EGRESS EASEMENT IS AND SHALL BE A PERPETUAL AND NON-EXCLUSIVE EASEMENT).

3. TO THE OWNERS OF LOT 1, LOT 2 AND LOT 3 SHOWN ON THIS PLAT, AND THEIR SUCCESSORS AND ASSIGNS, THE DRAINAGE EASEMENT SHOWN HEREON FOR THE USES AND PURPOSES HEREON EXPRESSED (WHICH DRAINAGE EASEMENT IS AND SHALL BE A PERPETUAL AND NON-EXCLUSIVE EASEMENT).

4. NON-EXCLUSIVE RIGHTS OF ACCESS AND EMERGENCEY MAINTENANCE ARE HEREBY DEDICATED TO SEMINOLE COUNTY OVER THE DRAINAGE EASEMENTS (EXCEPT THE FDOT DRAINAGE EASEMENTS). THIS DOES NOT OBLIGATE SEMINOLE COUNTY IN ANY WAY TO PERFORM REPAIRS OR MAINTENANCE.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

_____
WITNESS SIGNATURE

_____
WITNESS PRINTED NAME

_____
WITNESS SIGNATURE

_____
WITNESS PRINTED NAME

ODYSSEY (III) DP IX, LLC,
A FLORIDA LIMITED LIABILITY COMPANY BY
ODYSSEY DIVERSIFIED PROPERTIES III, LLC,
A FLORIDA LIMITED LIABILITY COMPANY,
ITS MANAGER

BY: _____
PRINT NAME: _____
TITLE: _____

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF POLK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2007, BY _____ AS_____ OF ODYSSEY DIVERSIFIED PROPERTIES III, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE MANAGER OF ODYSSEY (III) DP IX, LLC, FLORIDA LIMITED LIABILITY COMPANY, _____ WHO IS PERSONALLY KNOWN TO ME OR _____ WHO HAS _____ PRODUCED _____, AS IDENTIFICATION AND WHO DID NOT TAKE AN OATH.

NOTARY PUBLIC

NAME: _____
COMMISSION EXPIRES: _____
COMMISSION NO.: _____

COUNTY SURVEYOR'S CERTIFICATE

I HAVE REVIEWED THIS PLAT AND FIND IT IN CONFORMITY WITH CHAPTER 177, FLORIDA STATUTES.

_____ _____

STEVE L. WESSELS, P.L.S.
FLORIDA REGISTRATION No. 4589
COUNTY SURVEYOR FOR
SEMINOLE COUNTY, FLORIDA

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 177.091(7) REGARDING "PERMANENT REFERENCE MONUMENTS", AND THAT THE LAND IS LOCATED WITHIN SEMINOLE COUNTY, FLORIDA.

ROCKETT & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION #3614

SIGNATURE _____ DATED _____
EDWARD MIZO, P.S.M.
REGISTRATION No. 3376

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

_____
CHAIRMAN OF THE BOARD

ATTEST

_____ _____

BY _____D.C.

CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY 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.

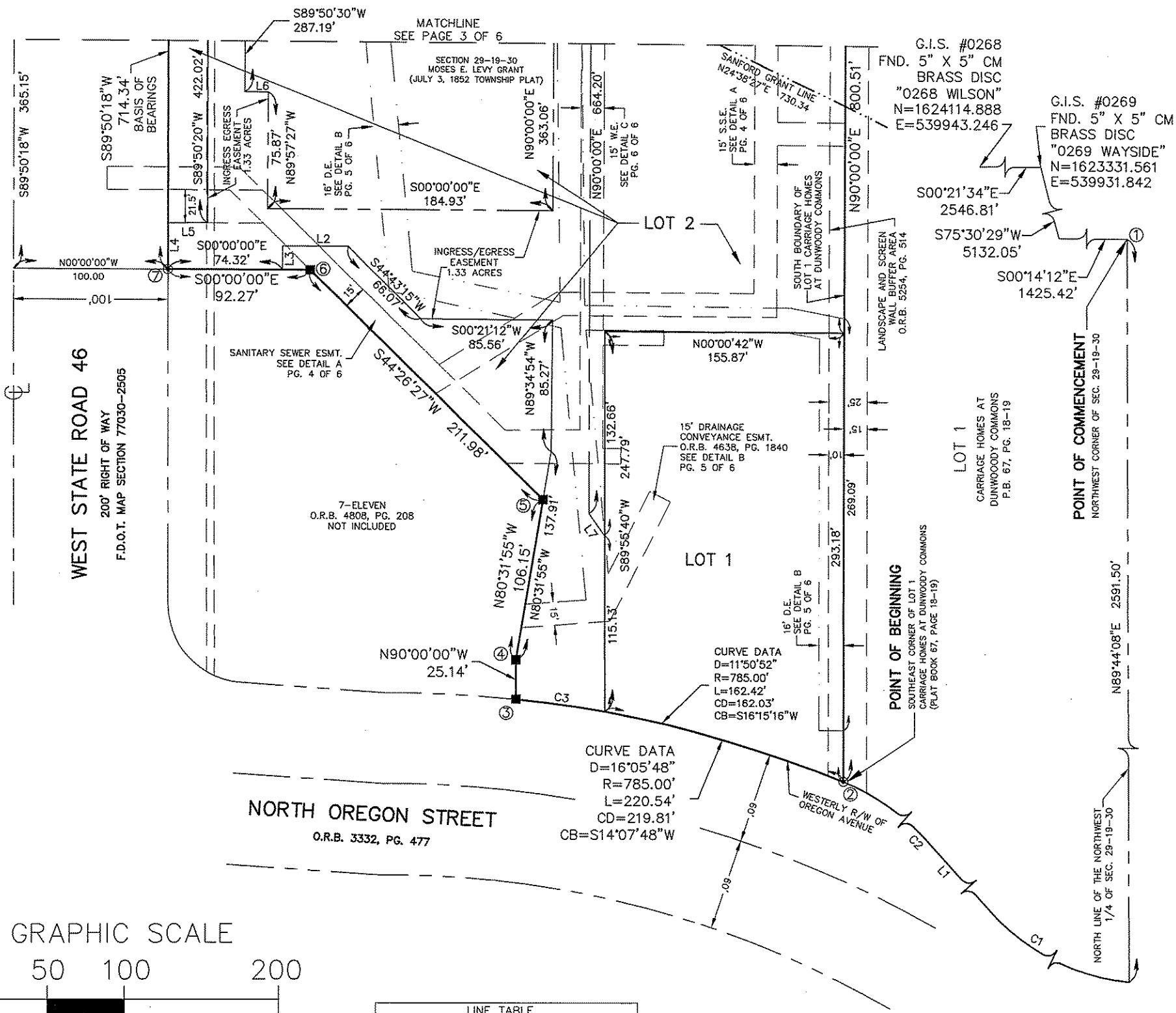
EXHIBIT B

WESTWOOD VILLAGE SHOPPING CENTER

A PORTION OF GOVERNMENT LOTS 1 AND 2, AND A PORTION OF THE MOSES E. LEVY GRANT AS SHOWN ON THE JULY 3, 1852 TOWNSHIP MAP OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____

SHEET 2 OF 6 SHEETS



LINE TABLE		
LINE	LENGTH	BEARING
L1	333.46	S48°05'36"W
L2	42.64	S00°00'00"E
L3	15.18	N90°00'00"E
L4	29.63	S89°50'18"W
L5	25.71	N00°44'20"W
L6	15.12	S00°00'00"E
L7	17.48	N54°07'53"E

CURVE TABLE					
CURVE	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	43°37'09"	551.94	725.00	S26°17'02"W	538.71
C2	25°54'54"	355.06	785.00	S35°08'09"W	352.04
C3	4°14'57"	58.22	785.00	S08°12'22"W	58.20

STATE PLANE COORDINATES		
	NORTHING	EASTING
1	1629371.23	544894.72
2	1628389.56	546796.86
3	1628176.40	546743.20
4	1628176.40	546718.06
5	1628193.86	546613.36
6	1628042.51	546464.94
7	1627950.24	546464.94

LEGEND AND ABBREVIATIONS

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PREPARED BY:

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Job # 506059.001

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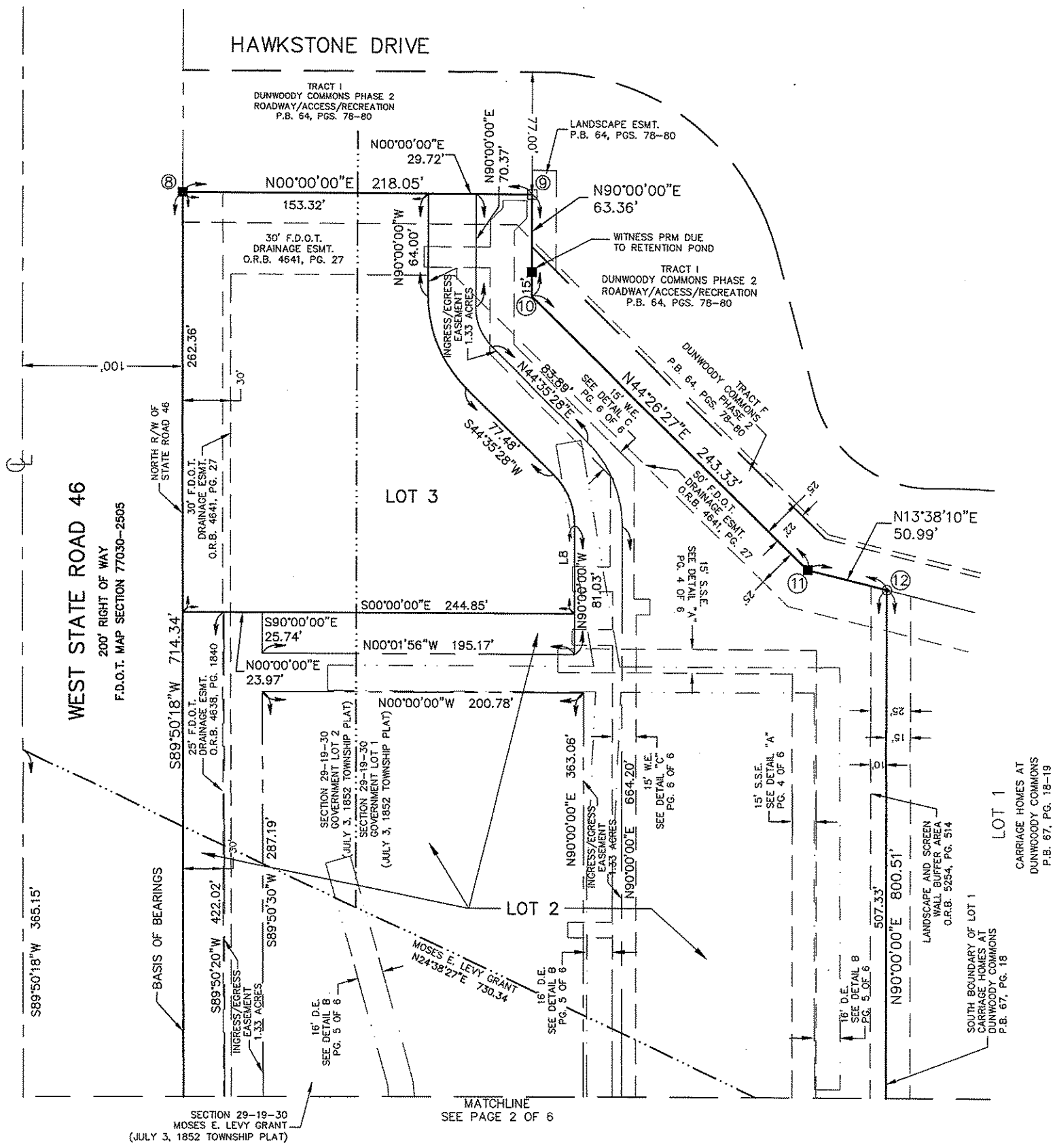
PLAT BOOK _____ PAGE _____

SHEET 3 OF 6 SHEETS



GRAPHIC SCALE

0 50 100 200

(IN FEET)

SCALE 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L8	55.40	N90°00'00"E

STATE PLANE COORDINATES		
	NORTHING	EASTING
8	1627948.22	545750.61
9	1628166.36	545750.61
10	1628166.36	545813.97
11	1628340.09	545984.34
12	1628389.65	545996.36

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PLAT BOOK _____ PAGE _____

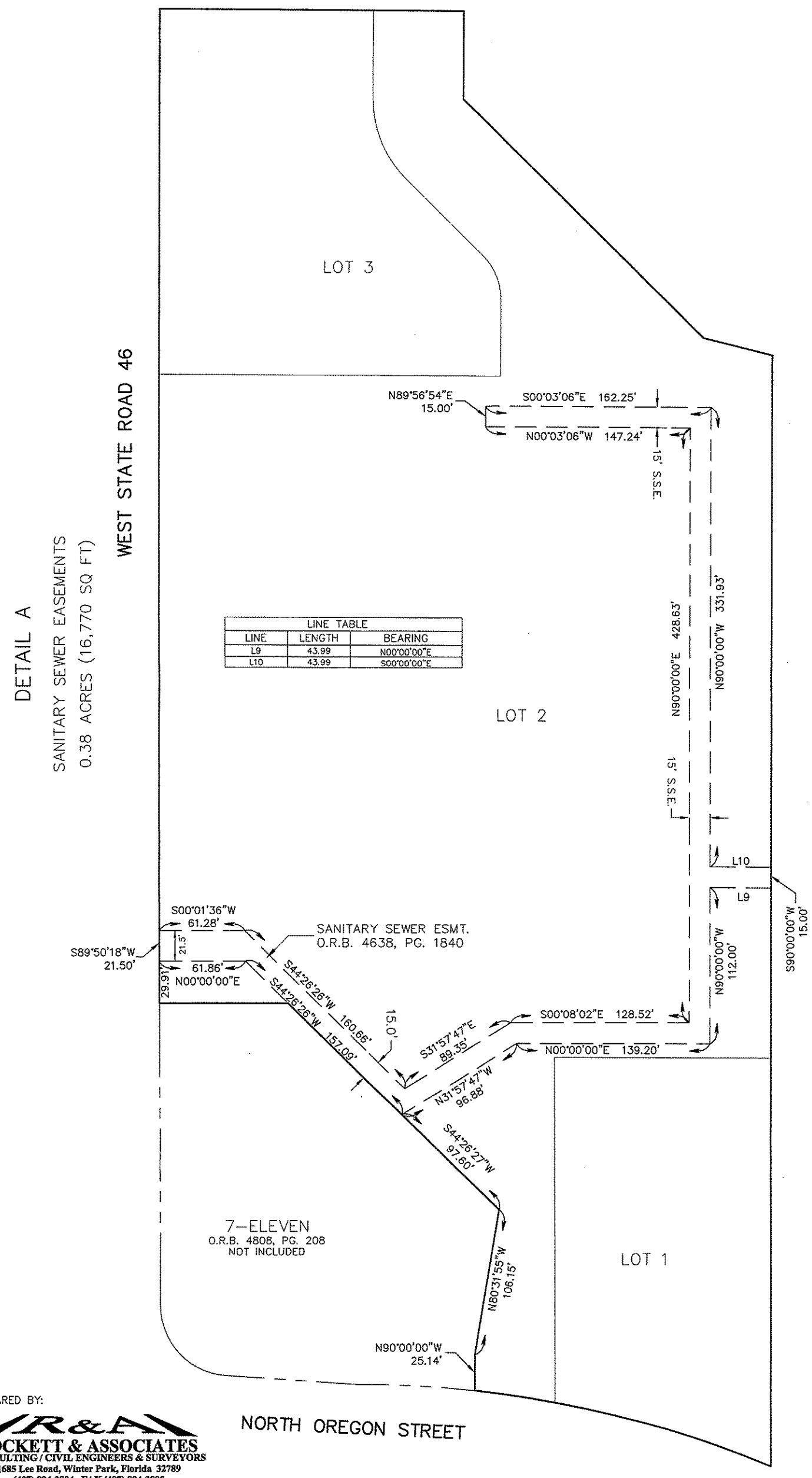
SHEET 4 OF 6 SHEETS

GRAPHIC SCALE

0 50 100 200

(IN FEET)

SCALE 1" = 100'



LINE TABLE		
LINE	LENGTH	BEARING
L9	43.99	N00°00'00"E
L10	43.99	S00°00'00"E

LEGEND AND ABBREVIATIONS

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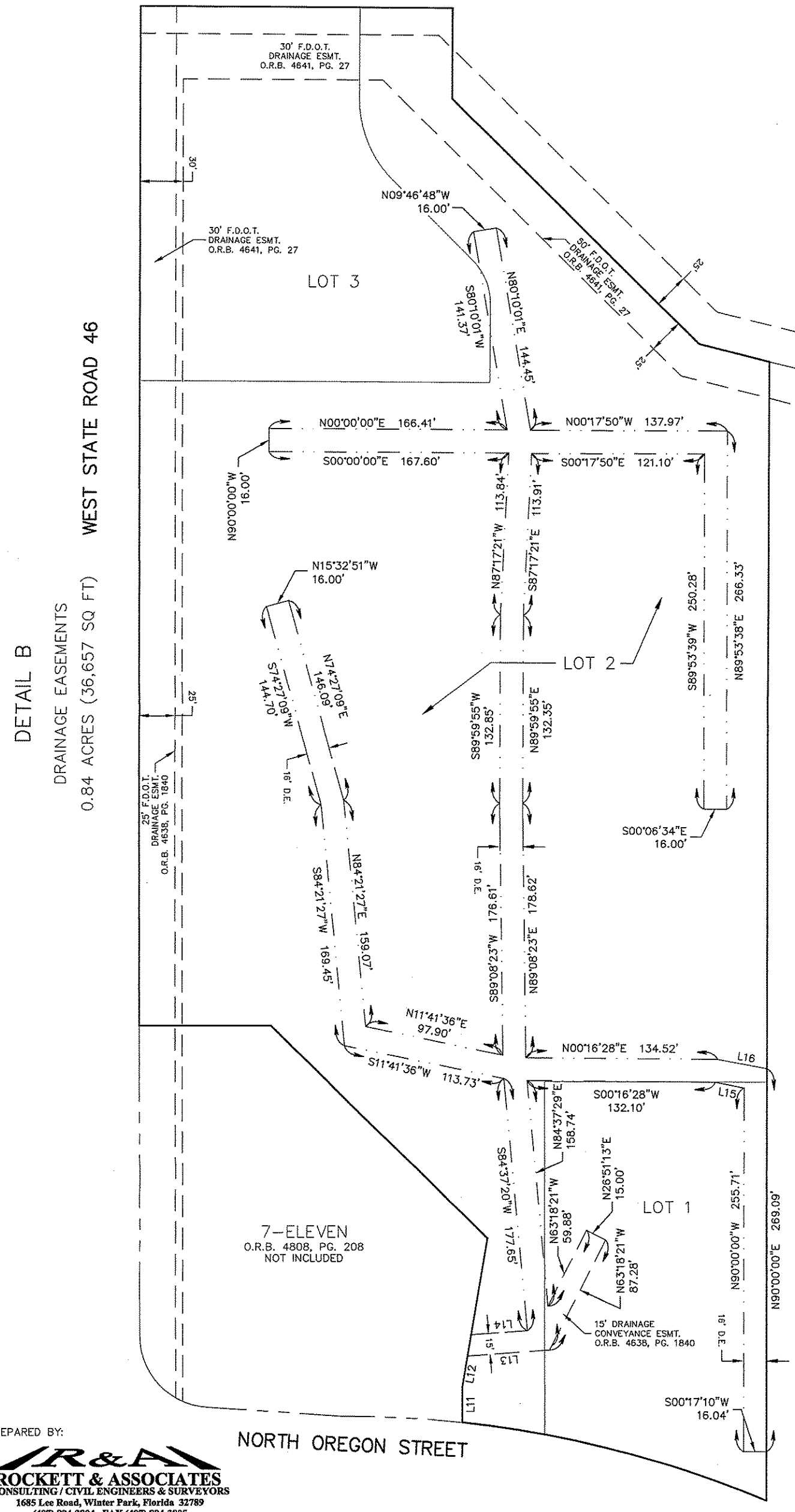
PLAT BOOK _____ PAGE _____

SHEET 5 OF 6 SHEETS



GRAPHIC SCALE

0 50 100 200

(IN FEET)

SCALE 1" = 100'

LINE TABLE		
LINE	LENGTH	BEARING
L11	25.14	N90°00'00"W
L12	21.52	N80°31'55"W
L13	57.56	S04°27'16"E
L14	39.47	S04°27'16"E
L15	20.38	S10°30'20"W
L16	35.16	N10°30'20"E

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PLAT BOOK _____ PAGE _____

SHEET 6 OF 6 SHEETS

GRAPHIC SCALE

0 25 50 100

(IN FEET)

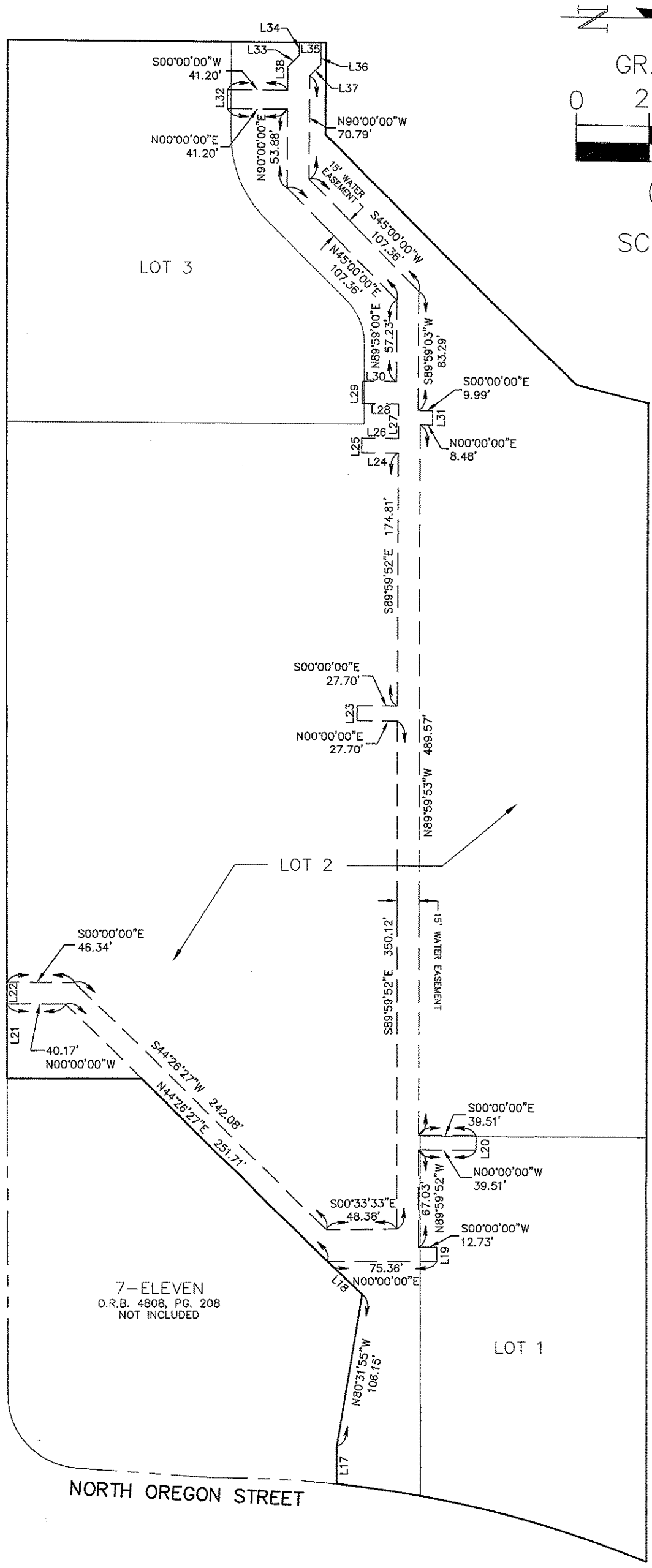
SCALE 1" = 50'

LINE TABLE		
LINE	LENGTH	BEARING
L17	25.14	N90°00'00"W
L18	33.45	S44°26'27"W
L19	10.00	N90°00'00"W
L20	10.00	N90°00'00"W
L21	51.24	S89°50'18"W
L22	15.00	S89°42'56"E
L23	10.00	N90°00'00"E
L24	25.33	N00°00'00"E
L25	10.00	N90°00'00"E
L26	25.33	S00°00'00"E
L27	23.87	N89°59'07"E
L28	25.05	N00°00'00"E
L29	15.44	N90°00'00"E
L30	23.55	S00°00'00"E
L31	10.00	S89°59'31"W
L32	12.83	N90°00'00"E
L33	11.06	S45°00'00"E
L34	8.71	N90°00'00"E
L35	15.00	S00°00'00"E
L36	14.93	N90°00'00"W
L37	11.06	N45°00'00"W
L38	16.51	N90°00'00"E

DETAIL C

WATER EASEMENT

0.47 ACRES (20,540 SQ FT)



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PREPARED BY:

R&A

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Job # 506059.001

EXHIBIT B

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Site Access Agreement for Fire Rescue High-Rise Training

DEPARTMENT: Public Safety **DIVISION:** EMS Fire Rescue

AUTHORIZED BY: Tad Stone **CONTACT:** Leeanna Raw **EXT:** 5188

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the agreement between Skanska, USA Building, Inc. /The Super Channel and the Seminole County EMS/Fire/Rescue Division, for use of the building located at 123 E. Central Parkway, Altamonte Springs, FL, for the purpose of training in fire and rescue operations on high-rise facilities.

District 4 Carlton D. Henley Leeanna Raw

BACKGROUND:

There is a need for our firefighting personnel to practice high-rise firefighting techniques, and familiarize themselves with specific safety hazards and rescue methods applicable to a particular structure. This is best accomplished by using actual facilities that EMS/Fire/Rescue may be called to, should a fire need to be extinguished or a rescue need to be accomplished. Skanska/Superchannel has agreed to allow us to do this in/on their building.

The agreement to be executed has already been reviewed by Risk Management and agreed upon by both the County and Skanska/Superchannel legal departments.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the agreement between Skanska, USA Building, Inc./The Super Channel and the Seminole County EMS/Fire/Rescue Division, for use of the building located at 123 E. Central Parkway, Altamonte Springs, FL, for the purpose of training in fire and rescue operations on high-rise facilities.

ATTACHMENTS:

1. Agreement
2. Risk Mgmt Approval

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

SITE ACCESS AGREEMENT
FOR
FIRE/RESCUE HIGH-RISE TRAINING

This Site Access Agreement (hereinafter the "Agreement" is made and entered into this day of _____ 2007, by and between **SKANSKA, USA BUILDING, INC./THE SUPER CHANNEL**, on behalf of itself and its wholly owned affiliates and subsidiaries (hereinafter "SKANSKA/ SUPERCHANNEL" and **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereafter "COUNTY"). For purposes of this Agreement, SKANSKA, USA BUILDING, INC./THE SUPER CHANNEL shall be deemed to be SKANSKA/SUPERCHANNEL or any of its subsidiaries or affiliates

W I T N E S S E T H

WHEREAS, SKANSKA/SUPERCHANNEL owns a high-rise building located at 123 E. Central Parkway, Altamonte Springs, Florida 32701, and;

WHEREAS, COUNTY desires to utilize SKANSKA/SUPERCHANNEL's high-rise facility and surrounding land located at 123 E. Central Parkway, Altamonte Springs, Florida 32701 (hereinafter the "Property") to train its hired and/or volunteer fire and/or rescue workers (hereinafter the "Personnel") in the details of fire and rescue operations on high-rise facilities; and

WHEREAS, SKANSKA/SUPERCHANNEL is willing to grant permission to COUNTY and its Personnel to enter onto the Property to conduct such training under the terms and conditions as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which

are hereby acknowledged, SKANSKA/SUPERCHANNEL and COUNTY agree as follows:

SECTION 1. SKANSKA/SUPERCHANNEL grants to COUNTY and its Personnel a temporary right of entry and license to enter and conduct training upon the Property. All Personnel must be either paid or volunteer fire and/or rescue workers of COUNTY

SECTION 2. COUNTY shall comply with all local, state, and federal laws and ordinances as may be applicable to COUNTY and reasonable rules and regulations established from time to time by SKANSKA/SUPERCHANNEL, and shall exercise due care in the performance of all activities on the Property. COUNTY will be responsible for any damage to any aboveground or underground structures on the Property resulting from its activities or the activities of its Personnel.

SECTION 3. COUNTY shall give SKANSKA/SUPERCHANNEL fourteen (14) business days notice in writing prior to entering upon the Property to perform the training. As part of its written notice, COUNTY shall identify all Personnel who will participate in training. COUNTY may only bring onto the Property those Personnel who have been approved by SKANSKA/SUPERCHANNEL, which approval shall not be unreasonably withheld

SECTION 4. COUNTY shall restore the Property to the condition existing immediately prior to the commencement of training activities as authorized herein, casualty and damage from the elements excepted

SECTION 5. The rights granted to COUNTY under this Agreement shall terminate and be of no further effect upon the earliest to occur of: (i) expiration of a certificate of insurance issued in accordance

with the provisions below; or ii the date this Agreement is terminated by SKANSKA/SUPERCHANNEL, at its sole discretion. COUNTY acknowledges and agrees that this Agreement grants to COUNTY only a temporary license to enter and perform certain activities at or on the Property and vests no property interest in COUNTY

SECTION 6. COUNTY, subject to the limitations of Section 768.28, Florida Statutes, and decisions thereunder, shall be responsible for any claims, liabilities, or damages directed against COUNTY resulting from the alleged negligent acts or omissions of COUNTY, and/or its officers, employees, or agents Nothing herein shall be construed as a waiver of COUNTY's sovereign immunity or as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement.

SECTION 7. INSURANCE.

a. During the term of this Agreement, COUNTY agrees to maintain professional liability insurances of not less than $100,000.00 for individual liability and $200,000.00 for group liability. COUNTY agrees to present proof of said coverage to SKANSKA/SUPERCHANNEL upon request Coverage shall be written on an occurrence basis and shall be maintained without interruption from the date of commencement of any training until at least the date of termination under this Agreement

b. COUNTY's compliance with this Section shall not constitute a limitation of liability or in any way limit or affect COUNTY's indemnification obligations under this Agreement. The foregoing insurance coverage shall be primary and non-contributing with respect

to any other insurance or self-insurance that may be maintained by either the property owner or SKANSKA/SUPERCHANNEL.

c. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company providing insurance to COUNTY, or failure of any such insurance company to pay claims accruing, shall not reduce or eliminate COUNTY's obligations under this Agreement.

SECTION 8. COUNTY shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of public authorities applicable to its activities, including without limitation, all federal, state, and local safety regulations and Occupational Safety and Health Act "OSHA") requirements. Where any rules, regulations and practices are in conflict, COUNTY shall comply with the provision that is the most stringent

SECTION 9. COUNTY warrants that it and its Personnel have all current and valid licenses required by state and local laws for performing the type of activities covered by this Agreement and agrees to supply copies of those licenses to SKANSKA/SUPERCHANNEL upon request.

SECTION 10. SAFETY PRECAUTIONS AND PROCEDURES.

a. COUNTY shall take all necessary or required safety precautions with respect to its activities and the activities of its Personnel and shall comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons or property, including without limitation the requirements of OSHA and other governmental authorities and agencies

b. COUNTY shall provide all necessary or required protection, including without limitation the provision of employee training appropriate fall protection equipment to prevent damage, injury, or loss to all Personnel engaged in the training and all other persons who may be affected thereby and all property at the Property or adjacent thereto, including substructures.

c COUNTY shall immediately report any injury or death to SKANSKA/SUPERCHANNEL. COUNTY shall also immediately notify insurance carrier of any such injury or death and shall provide a copy of any investigation, report, or notification to SKANSKA/SUPERCHANNEL.

d. Notwithstanding anything to the contrary herein, in the event that SKANSKA/SUPERCHANNEL observes any violation by COUNTY or COUNTY's Personnel of their safe practices obligations under this Section, SKANSKA/SUPERCHANNEL may order the training stopped until the violation is corrected. If the violation is not corrected within a reasonable period of time after training is stopped, SKANSKA/SUPERCHANNEL may, in its sole discretion, declare COUNTY to be in default of this Agreement.

e COUNTY shall provide, and its Personnel shall use, approved safety and health equipment. COUNTY shall work in harmony with other individuals at the Property and shall be responsible for compliance with all safety rules and regulations under OSHA and other applicable statutes and ordinances related to the training.

SECTION 11. This Agreement constitutes the entire understanding between SKANSKA/SUPERCHANNEL and COUNTY with respect to the activities contemplated by this Agreement. All prior agreements or

understandings, whether oral or written, concerning the subject matter herein are superseded This Agreement may be amended only by a written document executed by SKANSKA/SUPERCHANNEL and COUNTY.

SECTION 12. This Agreement shall be governed by the laws of the State of Florida

Witness

William T. Mills Jr.

Print Name

Witness

James C. Johnson

SKANSKA, USA BUILDING, INC./
SUPERCHANNEL

By: _____
JIM STEELMAN, Superintendent

Date: 07/26/07

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 _____, 20_____
regular meeting.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

Chris Johnson, Assistant Chief
EMS/Fire/Rescue

Cc: T. E. Stone, Director
Public Safety

Ann E. Colby, Assistant County Attorney
Ext. 7254

Date: July 24, 2007

Subject: Site Access Agreement

Attached is the Site Access Agreement with Skanska USA Building, Inc./SuperChannel which has been revised, in the interest of time, to contain language that reflects statutory limitations on the County's indemnification of Skanska and insurance limits which are in line with agreements of this nature.

Please review the insurance language with Risk Management prior to placing this item on the BCC Agenda.

AEC:jjr
Enc.: Site Access Agreement

INSURANCE
AC

P:\Users\jroyal\Public Safety\Chris Johnson-July24(07).doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Lease Agreement #4363 with the Board of Trustees of the Internal Improvement Fund of the State of Florida for the Seminole County Midway Regional Stormwater and Recreational Facility (IFAS Site)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Mark Flomerfelt **EXT:** 5709

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the attached Lease Agreement #4363 with the Board of Trustees of the Internal Improvement Fund of the State of Florida for the Seminole County Midway Regional Stormwater Recreational Facility (IFAS Site).

District 5 Brenda Carey Jerry McCollum

BACKGROUND:

This lease is for a 65 acre parcel of land formerly used by the University of Florida Institute of Food and Agriculture Services (IFAS). The property is located at 2700 Celery Avenue in Sanford, Florida, and includes approximately 20 acres north and 45 acres south of Celery Avenue. The site includes Property Tax Identification Numbers: 29-19-31-300-0170-0000, 32-19-31-300-0080-0000, and 32-19-31-300-008A-0000.

The project will construct on this property a regional stormwater facility to serve the Midway Drainage Basin and provide flood attenuation and water quality treatment prior to discharging to Lake Monroe.

IFAS is currently concluding a clean-up operation and removal actions conducted at the site have been found to meet required "Removal Action Goals". (See attached Removal Action Report for details).

The proposed design will consist of four wet detention ponds and has been reviewed and permitted by the St. Johns River Water Management District. The annual cost of the lease will be a yearly administrative fee of $300.

The St. Johns River and Lake Monroe are listed on the Florida Department of Environmental Protection's Section 303(d) list as impaired water bodies. This project is anticipated to remove 41%, 52%, and 64%, respectively, of the nitrogen, phosphorus, and total suspended solids which currently discharge to Lake Monroe through this site. The ponds are sized to provide additional treatment capacity (approximately 157 acres) for potential future basin needs as funds become available.

Funding for construction of Phase 1 is provided under Capital Improvement Project #241701 by two Stormwater Management Cost-Share Agreements #SI433AA for $400,000 and #SJ456AA for $2,200,000. In addition, $245,840 of County funding is budgeted under Capital Improvement Project #241801.

STAFF RECOMMENDATION:

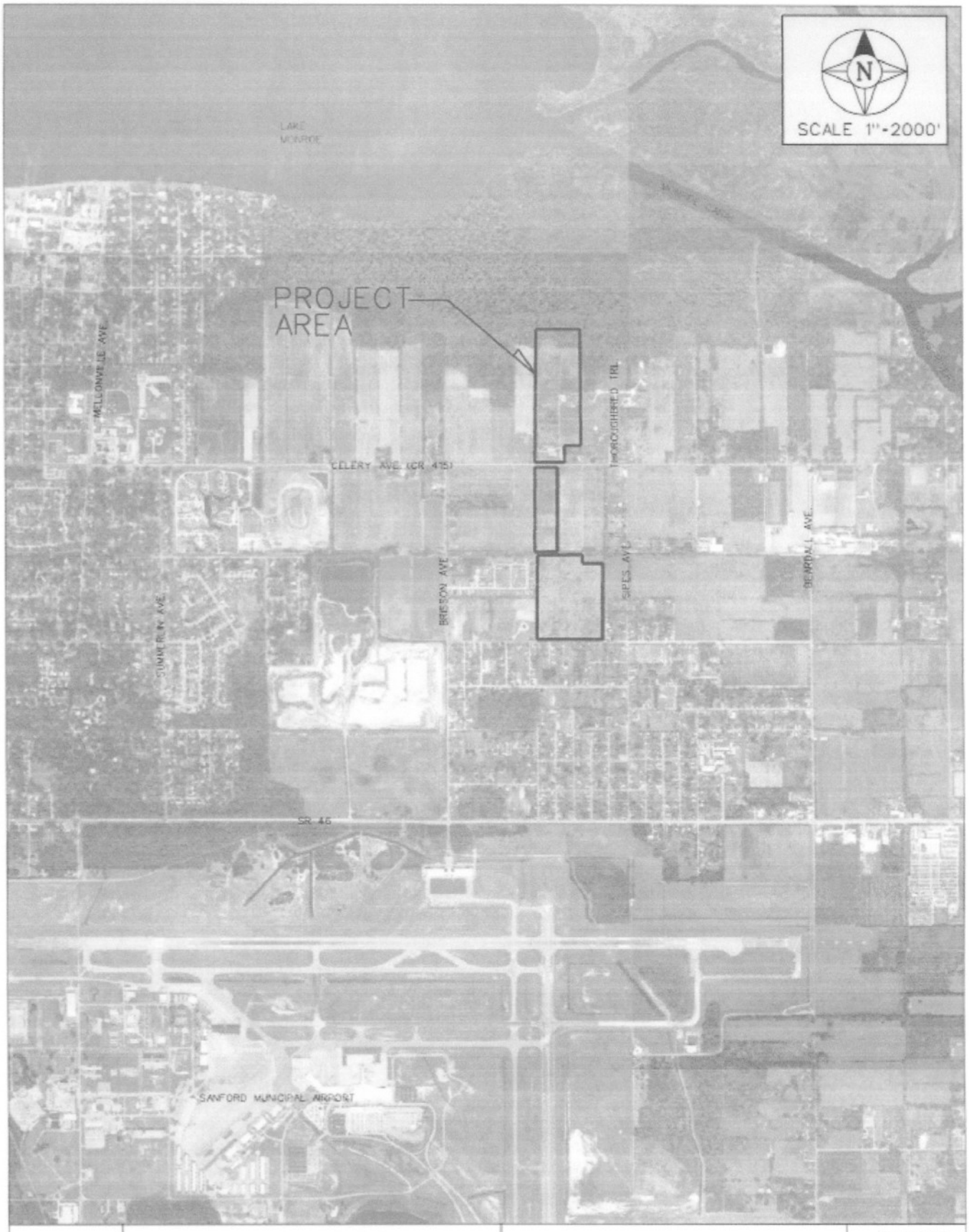
Staff recommends the Board approve and authorize the Chairman to execute the attached Lease Agreement #4363 with the Board of Trustees of the Internal Improvement Fund of the State of Florida for the Seminole County Midway Regional Stormwater and Recreational Facility – (IFAS Site).

ATTACHMENTS:

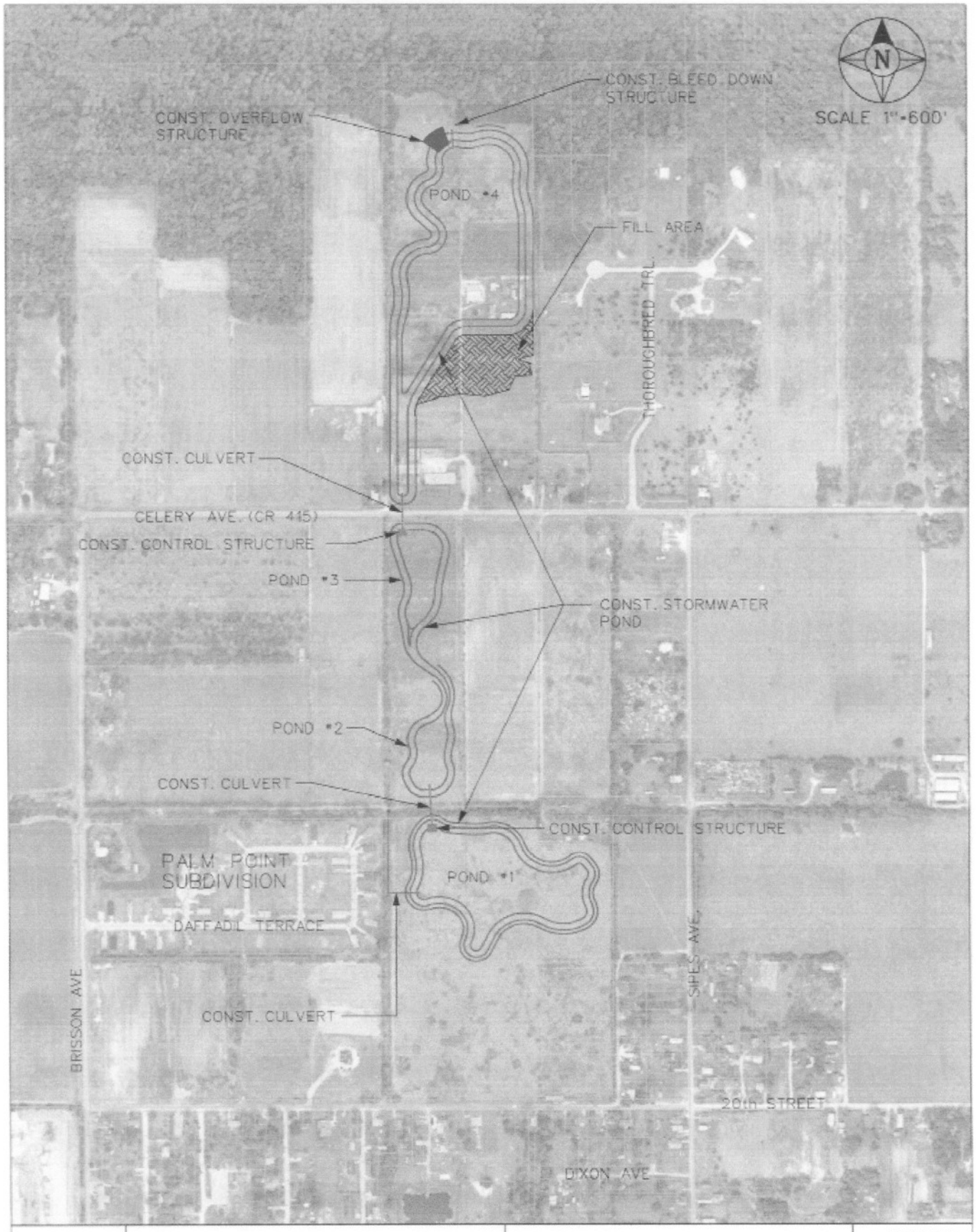
1. Location Map
2. Project Site Map
3. Lease Agreement
4. Summary - Midway Facility
5. SJRWMD Cost-Share Agmt #SI433AA
6. SJRWMD Cost-Share Agmt #SJ456AA

Additionally Reviewed By:

- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ County Attorney Review (Matthew Minter)



SAI	MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY	LOCATION / VICINITY MAP	FIGURE 1.1
			Project No. 22001.10



SAI	**MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY**	**PROJECT SITE MAP**	FIGURE **5.1** Project No. 22001.10

OAL1

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA

LEASE AGREEMENT

Lease Number 4363

THIS LEASE AGREEMENT, made and entered into this _____ day of _____ 20__, between the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA hereinafter referred to as "LESSOR", and SEMINOLE COUNTY, FLORIDA, hereinafter referred to as "LESSEE."

LESSOR, for and in consideration of mutual covenants and agreements hereinafter contained, does hereby lease to said LESSEE the lands described in paragraph 2 below, together with the improvements thereon, and subject to the following terms and conditions:

1. DELEGATIONS OF AUTHORITY: LESSOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, Department of Environmental Protection.

2. DESCRIPTION OF PREMISES: The property subject to this lease, is situated in the County of Seminole, State of Florida and is more particularly described in Exhibit "A" attached hereto and hereinafter referred to as the "leased premises".

3. TERM: The term of this lease shall be for a period of 50 years commencing on _____ and ending on _____, unless sooner terminated pursuant to the provisions of this lease.

4. PURPOSE: The LESSEE shall manage the leased premises only for the establishment and operation of a public park, storm water facility, public works storage yard and an environmental study center, along with other related uses necessary for the accomplishment of this purpose as designated in the Management Plan required by paragraph 8 of this lease.

5. QUIET ENJOYMENT AND RIGHT OF USE: LESSEE shall have the right of ingress and egress to, from and upon the leased premises for all purposes necessary to the full quiet enjoyment by said LESSEE of the rights conveyed herein.

6. UNAUTHORIZED USE: LESSEE shall, through its agents and employees, prevent the unauthorized use of the leased premises or any use thereof not in conformance with this lease.

7. ASSIGNMENT: This lease shall not be assigned in whole or in part without the prior written consent of LESSOR. Any assignment made either in whole or in part without the prior written consent of LESSOR shall be void and without legal effect.

8. MANAGEMENT PLAN: LESSEE shall prepare and submit a Management Plan for the leased premises, in accordance with subsection 18-2.021(4), Florida Administrative Code, within twelve months of the effective date of this lease. The Management Plan shall be submitted to LESSOR for approval through the Division of State Lands. The leased premises shall not be developed or physically altered in any way other than what is necessary for security and maintenance of the leased premises without the prior written approval of LESSOR until the

Management Plan is approved. LESSEE shall provide LESSOR with an opportunity to participate in all phases of preparing and developing the Management Plan for the leased premises. The Management Plan shall be submitted to LESSOR in draft form for review and comments within ten months of the effective date of this lease. LESSEE shall give LESSOR reasonable notice of the application for and receipt of any state, federal or local permits as well as any public hearings or meetings relating to the development or use of the leased premises. LESSEE shall not proceed with development of said leased premises including, but not limited to, funding, permit application, design or building contracts, until the Management Plan required herein has been submitted and approved. Any financial commitments made by LESSEE which are not in compliance with the terms of this lease shall be done at LESSEE'S own risk. The Management Plan shall emphasize the original management concept as approved by LESSOR on the effective date of this lease which established the primary public purpose for which the leased premises are to be managed. The approved Management Plan shall provide the basic guidance for all management activities and shall be reviewed jointly by LESSEE and LESSOR at least every five years. LESSEE shall not use or alter the leased premises except as provided for in the approved Management Plan without the prior written approval of LESSOR. The Management Plan prepared under this lease shall identify management strategies for exotic species, if present. The introduction of exotic species is prohibited, except when specifically authorized by the approved Management Plan.

9. EASEMENTS: All easements including, but not limited to, utility easements are expressly prohibited without the prior written approval of LESSOR. Any easement not approved in writing by LESSOR shall be void and without legal effect.

10. SUBLEASES: This agreement is for the purposes specified herein and subleases of any nature are prohibited, without the prior written approval of LESSOR. Any sublease not approved in writing by LESSOR shall be void and without legal effect.

11. RIGHT OF INSPECTION: LESSOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect the leased premises and the works and operations of LESSEE in any matter pertaining to this lease.

12. PLACEMENT AND REMOVAL OF IMPROVEMENTS: All buildings, structures, improvements, and signs shall be constructed at the expense of LESSEE in accordance with plans prepared by professional designers and shall require the prior written approval of LESSOR as to purpose, location and design. Further, no trees, other than non-native species, shall be removed or major land alterations done without the prior written approval of LESSOR. Removable equipment and removable improvements placed on the leased premises by LESSEE which do not become a permanent part of the leased premises will remain the property of LESSEE and may be removed by LESSEE upon termination of this lease.

13. INSURANCE REQUIREMENTS: During the term of this lease LESSEE shall procure and maintain policies of fire, extended coverage, and

liability insurance coverage. The extended coverage and fire insurance coverage shall be in an amount equal to the full insurable replacement value of any improvements or fixtures located on the leased premises. The liability insurance coverage shall be in amounts not less than $100,000 per person and $200,000 per incident or occurrence for personal injury, death, and property damage on the leased premises. Such policies of insurance shall name LESSOR, the State of Florida and LESSEE as additional insureds. LESSEE shall submit written evidence of having procured all insurance policies required herein prior to the effective date of this lease and shall submit annually thereafter, written evidence of maintaining such insurance policies to the Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. LESSEE shall purchase all policies of insurance from a financially-responsible insurer duly authorized to do business in the State of Florida. Any certificate of self-insurance shall be issued or approved by the Insurance Commissioner, State of Florida. The certificate of self-insurance shall provide for casualty and liability coverage. LESSEE shall immediately notify LESSOR and the insurer of any erection or removal of any building or other improvement on the leased premises and any changes affecting the value of any improvements and shall request the insurer to make adequate changes in the coverage to reflect the changes in value. LESSEE shall be financially responsible for any loss due to failure to

obtain adequate insurance coverage and the failure to maintain such policies or certificate in the amounts set forth shall constitute a breach of this lease.

14. 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.

15. PAYMENT OF TAXES AND ASSESSMENTS: LESSEE shall assume full responsibility for and shall pay all liabilities, as permitted by Florida Statutes, that accrue to the leased premises or to the improvements thereon, including any and all ad valorem taxes and 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 the leased premises.

16. NO WAIVER OF BREACH: The failure of LESSOR to insist in any one or more instances upon strict performance of any one or more of the covenants, terms and conditions of this lease shall not be construed as a waiver of such covenants, terms or conditions, but the same shall continue in full force and effect, and no waiver of LESSOR of any of the provisions hereof shall in any event be deemed to have been made unless the waiver is set forth in writing, signed by LESSOR.

17. TIME: Time is expressly declared to be of the essence of this lease.

18. NON-DISCRIMINATION: LESSEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the leased premises or upon lands adjacent to and used as an adjunct of the leased premises.

19. UTILITY FEES: LESSEE shall be responsible for the payment of all charges for the furnishing of gas, electricity, water and other public utilities to the leased premises and for having all utilities turned off when the leased premises are surrendered.

20. MINERAL RIGHTS: This lease does not cover petroleum or petroleum products or minerals and does not give the right to LESSEE to drill for or develop the same, and LESSOR specifically reserves the right to lease the leased premises for purpose of exploring and recovering oil and minerals by whatever means appropriate; provided, however, that LESSEE named herein shall be fully compensated for any and all damages that might result to the leasehold interest of said LESSEE by reason of such exploration and recovery operations.

21. RIGHT OF AUDIT: LESSEE shall make available to LESSOR all financial and other records relating to this lease, and LESSOR shall have the right to either audit such records at any reasonable time or require the submittal of an annual independent audit by a Certified Public Accountant during the term of this lease. This right shall be continuous until this lease expires or is terminated. This lease may

be terminated by LESSOR should LESSEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this lease, pursuant to the provisions of Chapter 119, Florida Statutes.

22. CONDITION OF PREMISES: LESSOR assumes no liability or obligation to LESSEE with reference to the condition of the leased premises. The leased premises herein are leased by LESSOR to LESSEE in an "as is" condition, with LESSOR assuming no responsibility for the care, repair, maintenance or improvement of the leased premises for the benefit of LESSEE.

23. COMPLIANCE WITH LAWS: LESSEE agrees that this lease is contingent upon and subject to LESSEE 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.

24. NOTICE: All notices given under this lease shall be in writing and shall be served by certified mail including, but not limited to, notice of any violation served pursuant to Section 253.04, Florida Statutes, to the last address of the party to whom notice is to be given, as designated by such party in writing. LESSOR and LESSEE hereby designate their address as follows:

LESSOR: Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, M. S. 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000

LESSEE: Seminole County, Florida

Road Operations and Stormwater Divisions
520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

25. BREACH OF COVENANTS, TERMS, OR CONDITIONS: Should LESSEE breach any of the covenants, terms, or conditions of this lease, LESSOR shall give written notice to LESSEE to remedy such breach within sixty days of such notice. In the event LESSEE fails to remedy the breach to the satisfaction of LESSOR within sixty days of receipt of written notice, LESSOR may either terminate this lease and recover from LESSEE all damages LESSOR may incur by reason of the breach including, but not limited to, the cost of recovering the leased premises and attorneys' fees or maintain this lease in full force and effect and exercise all rights and remedies herein conferred upon LESSOR.

26. DAMAGE TO THE PREMISES: (a) The parties acknowledge that the leased premises include areas which were contaminated and the subject of an ongoing hazardous waste clean up program administered by the Florida Department of Environmental Protection, Division of Waste Management, Bureau of Waste Cleanup (FDEP). LESSOR agrees that LESSEE is not responsible for the environmental conditions of the leased premises, including the existing contamination of ground water, as same exist upon commencement of this lease. From and after the date that LESSEE takes possession of the leased premises, LESSOR shall not generate, produce, treat, release, or discharge any contaminants, pollutants, or pollution, or cause by its action or in action, the occurrence of same, including but not limited to hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted

by law. Furthermore, Lessee is not responsible for the continued monitoring or clean up of the site under the FDEP clean up plan. LESSOR's obligations set forth in this paragraph shall survive the termination or expiration of this lease. (b) From and after the date that LESSEE takes possession of the leased premises, Lessee shall not generate, store, produce, place, treat, release or discharge any contaminants, pollutants or pollution, including, but not limited to, hazardous or toxic substances, chemicals or other agents on, into, or from the leased premises or any adjacent lands or waters in any manner not permitted by law. For the purposes of this lease, "hazardous substances" shall mean and include those elements or compounds defined in 42 USC Section 9601 or which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by the United States Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance, material, pollutant or contaminant. "Pollutants" and "pollution" shall mean those products or substances defined in Chapters 376 and 403, Florida Statutes, and the rules promulgated thereunder, all as amended or updated from time to time. In the event of LESSEE'S failure to comply with this paragraph, LESSEE shall, at its sole cost and expense, promptly commence and diligently pursue any legally required closure, investigation, assessment, cleanup, decontamination,

remediation, restoration and monitoring of (1) the leased premises, and (2) all off-site ground and surface waters and lands affected by LESSEE'S failure to comply, as may be necessary to bring the leased premises and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders, and decrees, and to restore the damaged property to the condition existing immediately prior to the occurrence which caused the damage. LESSEE'S obligations set forth in this paragraph shall survive the termination or expiration of this lease. This paragraph shall not be construed as a limitation upon the obligations or responsibilities of LESSEE as set forth herein. Nothing herein shall relieve LESSEE of any responsibility or liability prescribed by law for fines, penalties and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by LESSEE'S activities or facilities. Upon discovery of a release of a hazardous substance or pollutant, or any other violation of local, state, or federal law, ordinance, code, rule, regulation, order or decree relating to the generation, storage, production, placement, treatment, release, or discharge of any contaminant, LESSEE shall report such violation to all applicable governmental agencies having jurisdiction, and to LESSOR, all within the reporting periods of the applicable governmental agencies.

27. ENVIRONMENTAL AUDIT: At LESSOR'S discretion, LESSEE shall provide LESSOR with a current Phase I environmental site assessment

conducted in accordance with the Department of Environmental Protection, Division of State Lands' standards prior to termination of this lease, and if necessary a Phase II environmental site assessment.

28. SURRENDER OF PREMISES: Upon termination or expiration of this lease, LESSEE shall surrender the leased premises to LESSOR. In the event no further use of the leased premises or any part thereof is needed, LESSEE shall give written notification to LESSOR and the Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, Mail Station 130, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, at least six months prior to the release of any or all of the leased premises. Notification shall include a legal description, this lease number, and an explanation of the release. The release shall only be valid if approved by LESSOR through the execution of a release of lease instrument with the same formality as this lease. Upon release of all or any part of the leased premises or upon termination or expiration of this lease, all improvements, including both physical structures and modifications to the leased premises shall become the property of LESSOR, unless LESSOR gives written notice to LESSEE to remove any or all such improvements at the expense of LESSEE. The decision to retain any improvements upon termination or expiration of this lease shall be at LESSOR'S sole discretion. Prior to surrender of all or any part of the leased premises a representative of the Division of State Lands, Department of Environmental Protection shall perform an on-site inspection and the keys to any building on the leased premises

shall be turned over to the Division. If the improvements do not meet all conditions as set forth in paragraphs 19 and 35 herein, LESSEE shall pay all costs necessary to meet the prescribed conditions.

29. BEST MANAGEMENT PRACTICES: LESSEE shall implement applicable Best Management Practices for all activities conducted under this lease in compliance with paragraph 18-2.018(2)(h), Florida Administrative Code, which have been selected, developed, or approved by LESSOR or other land managing agencies for the protection and enhancement of the leased premises.

30. PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES: Fee title to the leased premises is held by LESSOR. LESSEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property contained in the leased premises including, but not limited to, mortgages or construction liens against the leased premises or against any interest of LESSOR therein.

31. PARTIAL INVALIDITY: If any term, covenant, condition or provision of this lease 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.

32. ARCHAEOLOGICAL AND HISTORIC SITES: Execution of this lease 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 Department of

State, Division of Historical Resources. The Management Plan prepared pursuant to Chapter 18-2, Florida Administrative Code, shall be reviewed by the Division of Historical Resources to insure that adequate measures have been planned to locate, identify, protect and preserve the archaeological and historic sites and properties on the leased premises.

33. SOVEREIGNTY SUBMERGED LANDS: This lease 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.

34. ENTIRE UNDERSTANDING: This lease sets forth the entire understanding between the parties and shall only be amended with the prior written approval of LESSOR.

35. MAINTENANCE OF IMPROVEMENTS: LESSEE shall maintain the real property contained within the leased premises and any improvements located thereon, in a state of good condition, working order and repair including, but not limited to, keeping the leased premises free of trash or litter, maintaining all planned improvements as set forth in the approved Management Plan, meeting all building and safety codes in the location situated and maintaining any and all existing roads, canals, ditches, culverts, risers and the like in as good condition as the same may be on the effective date of this lease.

36. GOVERNING LAW: This lease shall be governed by and interpreted according to the laws of the State of Florida.

37. SECTION CAPTIONS: Articles, subsections and other captions contained in this lease are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this lease or any provisions thereof.

38. ADMINISTRATIVE FEE: LESSEE shall pay LESSOR an annual administrative fee of $300 pursuant to subsection 18-2.020(8), Florida Administrative Code. The initial annual administrative fee shall be payable within thirty days from the date of execution of this lease agreement and shall be prorated based on the number of months or fraction thereof remaining in the fiscal year of execution. For purposes of this lease agreement, the fiscal year shall be the period extending from July 1 to June 30. Each annual payment thereafter shall be due and payable on July 1 of each subsequent year.

39. SPECIAL CONDITIONS: The following special conditions shall apply to this lease.

(1) LESSEE agrees that FDEP shall have the right of ingress and egress to from and upon the leased premises to conduct testing, ground water monitoring, wetlands restoration, and environmental restoration.

(2) LESSEE agrees to submit all development plans to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration for review and approval before development begins.

(3) LESSEE agrees to place any material removed from the ditch areas located on and immediately adjacent to the site either within

the boundaries of the leased premises or will dispose of the ditch materials in a manner approved by FDEP. For soils and sediments removed from the leased premises, LESSEE agrees to develop an agreement, to be included in the management plan, for review and approval by FDEP.

(4) LESSEE agrees to install and maintain fencing around the leased premises to prevent trespassing.

IN WITNESS WHEREOF, the parties have caused this lease to be executed on 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. NELSON, OPERATIONS AND MANAGEMENT CONSULTANT MANAGER BUREAU OF PUBLIC LAND ADMINISTRATION, DIVISION OF STATE LANDS, STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Witness

_____
Print/Type Name

_____
Witness

_____
Print/Type Name

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Gloria C. Barber, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He 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: _____

_____
Print/Type Name

Title: _____

(OFFICIAL SEAL)

ATTEST: _____
County Administrator and Ex-Officio Clerk of the Board of County Commissioners of Seminole County

"LESSEE"

_____
Witness

_____
Print/Type Name

_____
Witness

_____
Print/Type Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by _____ and _____, as _____ and _____ respectively, on behalf of the Board of County Commissioners of Seminole County, Florida. They are personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

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

_____
Carlton D. Henley, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at their August 28, 2007 regular meeting.

For Use and Reliance of Seminole County Only. Approved as to Legal Form and Sufficiency.

_____
County Attorney

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this _____ _____day of _____ 2007, by _____ and _____, as _____ and _____ respectively, on behalf of the Board of County Commissioners of Semiole County, Florida. They are personally known to me.

_____
Notary Public, State of Florida

_____
Print/Type Notary Name

Commission Number:

Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LEASED PREMISES

All those certain lands known as University of Florida Experiment Station properties as described in deeds from The State Board of Education to the Trustees of the Internal Improvement Trust Fund and recorded in Official Records Book 833, Pages 120-122, and Official Records Book 833, Pages 126-128, Public Records of Seminole County, Florida.

Removal Action Report
Central Florida Research and Education Center

Institute of Food and Agricultural Sciences
University of Florida
2700 Celery Road
Sanford, Seminole County, Florida

Prepared for

Site Investigation Section
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, Florida

FDEP Site Number:	038SL
Completion Date:	September 18, 2006
Contract Number:	HW507
Prepared by:	LFR Inc.
LFR Project Number:	004-11130-12

LFR

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CERTIFICATION

Hydrogeologic and geologic information, conclusions, and recommendations in this document have been prepared under the supervision of and reviewed by a LFR Inc. Florida Professional Geologist.

Shekhar R Melkote

Shekhar Melkote, P.G., Principal Hydrogeologist
Florida Professional Geologist (1357)
Florida Geology Business (125)

9/18/2006
Date

1.0 INTRODUCTION

LFR Inc. (LFR) has prepared this Removal Action Report for the Florida Department of Environmental Protection (FDEP) to describe recent remedial activities that were conducted at the University of Florida's Institute of Food and Agricultural Sciences (IFAS) Central Florida Research and Education Center (CFREC) located at 2700 Celery Avenue, Sanford, Florida ("the Site"; Figure 1).

The work was performed as part of the FDEP State-Owned Lands Cleanup under Hazardous Waste Site Cleanup Services Contract Number HW507 and Task Assignment Number SL18L; the FDEP Site Investigation Section site number is 038SL. Remedial actions at the Site were conducted between February and June 2005. This report describes the remedial activities, presents the results of confirmation samples, and provides recommendations for future actions at the Site.

2.0 BACKGROUND

The CFREC facility is located in Seminole County, south of Lake Monroe, approximately 2 miles east of Sanford on State Road 415 (Celery Avenue). The Site is located in Section 29, Township 19 South, Range 31 East and is approximately centered at latitude 28°48.140' North and longitude 81°14.075' West.

The CFREC facility was established in 1933 and consisted of approximately 20 buildings on 65 acres of land, with most of the facility devoted to field crops (e.g., celery). Figure 2 is a site map of the CFREC facility. The buildings include offices, laboratory facilities, maintenance barns, greenhouses, and storage facilities. Research activities include cultivar evaluations, plant-nutrition studies, pest management, and studies of control measures for plant disease, insects, weeds, and nematodes. Programs dealing with reclamation of wastewater and biomass production using aquatic plants and management of aquatic insect pests were also present. The facility began agricultural-research operations in 1933, with subsequent expansions and facility improvements in the 1940s, 1950s, and 1970s. Operations at the facility were terminated in 2000, and the facility is currently abandoned.

Numerous site assessments and remedial activities were undertaken by FDEP to facilitate transfer of the Site to Seminole County. Seminole County plans to use the Site for public-recreational activities (baseball and soccer fields, tennis courts, walking/bike paths, and park areas) and for the construction of a stormwater system that will eventually drain to the north into Lake Monroe. Information concerning the conceptual design of the proposed stormwater system is presented in Professional Engineering Consultants, Inc. (2001). Seminole County had also planned to construct a public school at the southern portion of the Site. Reportedly, plans for the construction of the public school have been cancelled.

3.0 PREVIOUS SITE INVESTIGATIONS

Previous site investigations at the Site have historically focused upon numerous areas of concern (AOCs), typically designated by the nearest building on the CFREC facility. The AOCs were associated with a variety of previous research and agricultural uses, including pesticide/herbicide storage, disposal and mix/rinse activities, laboratories, waste storage, vehicle maintenance and fueling and, as such, were thought to be more likely to be affected. These AOCs, where previous site investigations were historically focused upon, generally include, from south to north (Figure 2):

- Pump House Area near buildings 7021, 7022, and 7023
- Greenhouse Area near buildings 7003 through 7007
- Building 7001
- Buildings 7008 and 7009
- Building 7010
- Building 7029
- Building 7011
- Buildings 7012 and 7017
- former Pesticide Burial/Dump Area (PBDA), located to the extreme north of the Site
- surface-water drainage ditches

The following is a brief summary of previous environmental assessment activities:

W. B. Ennis (1985)

In 1985, IFAS conducted a Preliminary Assessment (PA; Ennis 1985) and identified nine AOCs related to pesticide and hazardous-chemical handling, storage, and disposal at the facility. Since 1985, the nine initial AOCs have been addressed to varying degrees and three additional areas were added for a total of 12 AOCs.

Environmental Science and Engineering, Inc. (1986 to 1996)

Environmental Science and Engineering (ESE; now MACTEC Engineering and Consulting, Inc. [MACTEC]) conducted a site investigation (ESE 1986) and contamination assessment (ESE 1989) that documented the occurrences of various pesticides and hazardous chemicals in soil and groundwater at the facility. ESE (1996) prepared a Contamination Assessment Addendum Work Plan to further assess affected soil and groundwater at each AOC.

Harding ESE (2001 to 2003)

Harding ESE (now MACTEC; 2001) reported on additional assessment activities conducted in accordance with the 1996 ESE work plan. Harding ESE (2002) conducted further site assessments to delineate the horizontal and vertical extent of affected soil and groundwater previously identified at various AOCs.

MACTEC (2003)

- MACTEC (2003a) conducted a program-overview site visit.
- MACTEC (2003b) reported groundwater-sampling analytical results.
- MACTEC (2003c) conducted a statistical evaluation to determine sufficient characterization of arsenic levels in non-point source soils, such that the significantly affected areas associated with point sources could be identified.
- MACTEC (2003d) conducted soil-sampling activities to evaluate the extent and magnitude of arsenic and copper contamination in the non-point source areas of the Site, including drainage ditches. During this sampling event, MACTEC also performed an evaluation and testing of a rapid on-site field test kit for arsenic analysis.
- MACTEC (2003e) conducted irrigation ditch soil sampling associated with the non-point source-area sampling described above (MACTEC 2003d).

LFR (2003 to 2004)

- LFR (2003a) prepared a Removal Action Work Plan to address data-gap sampling and remediation of affected soil and/or groundwater at the Greenhouse Area near buildings 7003 through 7007.
- LFR (2003b) prepared a Pre-Removal Action Summary Report to address the excavation and transport of affected soils at the Greenhouse Area.
- LFR (2003c) prepared a Removal Action Work Plan to address data-gap sampling and remediation of affected soils at the Pump House Area near buildings 7021, 7022, and 7023.
- LFR (2004a) prepared an addendum to Pre-Removal Action Summary Report to further define the proposed area of soil excavation at the Greenhouse Area.
- LFR (2004b) prepared a Removal Action Work Plan to address data-gap sampling and soil-removal activities at buildings 7001, 7008/7009, 7010, 7011, 7012/7017, and 7029.
- LFR (2004c) prepared a Pre-Removal Action Summary Report to identify and describe soil excavation, transport, and disposal activities at the Pump House Area.
- LFR (2004d) prepared a Pre-Removal Action Summary to identify proposed areas of soil excavation near buildings 7001, 7008/7009, 7010, 7011, 7012/7017, and 7029.

- LFR (2004e) prepared a Removal Action Work Plan to summarize proposed removal of affected soil and sediment from the former PBDA.
- LFR (2005a) prepared a draft Sampling and Analysis Plan to describe supplemental surface-soil sampling within the ditches, background surface-soil sampling, and a well survey. FDEP is currently reviewing the plan.

4.0 REMOVAL ACTIONS

This section describes the removal action objectives and goals, soil and groundwater quality, and the removal actions conducted at the Site. The volume of soil excavated and results of confirmation soil-sampling locations at each AOC are also discussed.

Only a qualitative discussion of historical sampling is presented below in order to familiarize the reader with the issues that were affecting the soil and/or groundwater quality at each AOC where removal actions were undertaken. Detailed analytical results of past soil and/or groundwater sampling are presented and discussed in detail in the various contamination assessment reports and/or removal action work plans identified in Section 3.0 above.

4.1 Removal Action Objectives and Removal Action Goals

The removal action objectives for the Site were to eliminate the direct human-health exposure potential and the groundwater-leaching potential. Based on the horizontal and vertical extent of affected soils, excavation and off-site disposal of affected soils was identified as the most cost-effective remedy for the Site. The excavated areas were backfilled with certified clean soil that was brought in from an off-site source. In addition to the "clean certification" provided by the source pit, representative samples of the backfill soils were also collected and analyzed for target chemicals at a FDEP-approved laboratory. The representative backfill soils were analyzed for contaminants of interest, which typically included metals (including arsenic and copper) and organochlorine pesticides (OCPs). Additionally, representative samples of backfill soil for the PBDA area were also analyzed for volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), total organic carbon (TOC), and sieve analyses.

Backfill to the original grade surface was initially proposed for the entire Site, with the exception of northern-central area near buildings 7011 and 7012. In the area near buildings 7011 and 7012, backfilling was proposed to 2 feet below ground surface (bgs; LFR 2004d), as Seminole County was planning to construct a stormwater-retention pond. However, as it became apparent that Seminole County's plans for the construction of the stormwater-retention pond were not imminent, FDEP, during removal activities, requested that this area also be backfilled to grade surface to prevent water ponding/stagnation.

Historical sampling activities at the Site since 1985 have indicated that soil and groundwater at the Site are affected primarily by metals (typically arsenic and copper) and OCPs. Low levels of VOCs and PAHs were also detected in the PBDA area soil samples. The Removal Action Goals (RAGs) that were used to guide the extent of the removal actions were the Chapter 62-777, Florida Administrative Code (FAC; FDEP 1999) residential direct-exposure soil cleanup target levels (SCTLs), groundwater-leachability SCTLs, and/or groundwater cleanup target levels (GCTLs). (It should be noted that the FDEP Chapter 62-777, FAC, SCTLs and GCTLs that were as used as RAGs, were subsequently revised by FDEP in April 2005. The SCTLs and GCTLs of many contaminants detected at the Site changed—most notably, the arsenic direct-exposure SCTL changed from 0.8 milligram per kilogram [mg/kg] to 2.1 mg/kg, and the copper residential direct-exposure SCTL changed from 110 mg/kg to 150 mg/kg.)

The FDEP (1999) SCTLs and GCTLs were used as RAGs for all contaminants of interest, excepting arsenic, which was based on site-specific data. Due to the widespread detection of arsenic in the surface soil at the CFREC facility, FDEP tasked MACTEC (2003d) to collect and analyze surface-soil samples (0 to 2 feet bgs) for arsenic from throughout the CFREC facility. Based on these concentrations, the 95% Upper Confidence Level (UCL) for arsenic in the surface soil was calculated to identify a minimum concentration at which detected arsenic from the facility was not considered significantly elevated. The 95% UCL calculated for the entire facility station was 4.1 mg/kg. Because the FDEP (1999) commercial/industrial direct-exposure SCTL for arsenic (3.7 mg/kg) was comparable to the 95% UCL of 4.1 mg/kg, FDEP established 3.7 mg/kg as the RAG for arsenic at the CFREC facility.

Due to the detection of elevated concentrations of arsenic in groundwater at the Pump House Area, a site-specific groundwater-leachability SCTL for arsenic was calculated using the Synthetic Precipitation Leaching Procedure (SPLP). The site-specific groundwater-leachability SCTL was calculated to be 3.43 mg/kg (LFR 2004c) and was used as the RAG for the removal of arsenic-affected soil at the Pump House Area only.

Subsequent to the review and approval of the various removal action work plans prepared by LFR for the Site, the St. Johns River Water Management District (SJRWMD) requested (approved by FDEP) additional volumes of soil based on surface-water leachability SCTLs, also be excavated and disposed of off site.

4.2 Site Preparation

LFR initiated the removal actions at the Site on February 28, 2005. Big Bend Environmental Services, Inc. (BBES), a certified environmental remedial contractor, was contracted by LFR to conduct soil excavation, demolish various buildings and sheds, dispose of excavated media off site, and backfill the excavations. MACTEC was contracted by LFR to oversee the removal actions at the former PDBA, including removal of non-native/instrusive vegetation, removal of affected soils/sediments, and re-planting of vegetation. Environmental Conservation Laboratories, Inc. (ENCO) of

Orlando, Florida, was subcontracted for analytical services. Health and safety monitoring was conducted by LFR personnel.

Site-preparation activities included clearing; grubbing; marking the areas of excavation; demolishing the various buildings, pole-barns, and sheds; removing and/or re-locating fences; and abandoning all monitoring wells (except MW-9 and MW-10, located in the south right-of-way along 20th Street, south of the Pump House Area).

At the former PBDA, desirable plants and trees were marked by a MACTEC biologist. Subsequently, exotic and intrusive plants and trees were cut down using a chain saw. Vegetation cut from above the ground (e.g., tree trunks, limbs) was permitted to be burned at the Site. However, the root bases (root balls) were disposed of off site along with the affected sediments.

Underground utilities in the areas of excavation were marked by a professional subcontractor. Concrete pads at various AOCs and sediment and water from the evaporation ponds were removed and disposed of off site. The evaporation ponds were also demolished for off-site disposal.

Prior to transporting certified clean soil to the Site for backfilling excavated areas, representative soil samples were collected at the source pit and analyzed for the various contaminants of interest. Based on the analytical results, which were either below detection limits or below the RAGs, appropriate volumes of soil were transported to the Site and staged at strategic locations for backfilling.

Representative sediment samples from the wetlands were also collected and analyzed for physical parameters, such as total organic carbon, grain size distribution (sieve analyses), and compaction characteristics (Proctor test). The results were used to prepare soil for backfilling that closely matched the wetlands sediments.

4.3 Soil Excavation

BBES conducted the soil excavation with LFR and MACTEC (under subcontract to LFR) oversight; LFR collected the confirmation samples. A track hoe and/or back hoe was used to perform much of the excavation. The excavated materials were then transferred to a front-end loader and transported to the nearest staging area. The excavated soil was placed at temporary staging areas that were constructed near each excavation site to facilitate better access for transport trucks. The staging areas for affected soil were constructed using 3.0-millimeter plastic sheeting. Subsequently, soil-hauling trucks were used to transport the affected soil to a Class I landfill.

Building debris, bricks, concrete from the evaporation pond/associated concrete pads, sumps, drains pipes, and other debris from demolished buildings were staged in roll-off bins and later transported and disposed of off-site as construction and debris (C&D) waste.

After excavation was completed, LFR collected confirmatory soil samples as proposed from the side walls and the base of each excavation. To facilitate backfilling, samples were analyzed on three-day, five-day, or seven-day turnaround times. After review of the analytical results and confirming that the extent of the excavation met the proposed RAGs, the excavated areas were backfilled with clean-certified soil. The confirmation samples were typically analyzed for one or more of the following:

- arsenic, copper, and lead using United States Environmental Protection Agency (EPA) Method 6010
- mercury using EPA Method 7421
- OCPs using EPA Method 8081
- PAHs using EPA Method 8270
- VOCs using EPA Method 8260

The excavated soil from each AOC was transported and disposed of off site at a Class I landfill; the building debris was disposed of off-site as C&D waste. The backfilled areas were graded to match current site conditions, but not compacted to any geotechnical standards. Subsequent to backfilling, each area was seeded with grass.

The analytical results of the confirmation samples are summarized in Tables 1 through 10. The detailed analytical results as provided by ENCO, including sample chain-of-custody forms, will be included on a compact disc (CD) and provided to FDEP separately. The CD will also include the daily field notes, analytical results of samples collected during health and safety monitoring (discussed below), waste manifests, and analytical results of representative samples of soil (which were either below detection limits or below RAGs) used to backfill excavated areas.

4.4 Health and Safety Monitoring Summary

LFR observed and implemented health and safety guidelines, procedures, and requirements as specified in the Health and Safety Plan for Soil Excavation Activities at Sanford (LFR 2005b).

4.4.1 Site Safety Officer

The designated Site Safety Officer (SSO) for the Site was Spencer Mitchell (LFR) or his representative. The SSO's duties included:

- conducting daily tailgate safety meeting before each day's activities began
- communicating unforeseen or unusual conditions at the Site to the Project Manager and implementing suitable safety precautions
- limiting access at the Site to authorized personnel
- conducting site-safety inspections at the start of each day's activities

4.4.2 Air Monitoring

LFR conducted dust and air monitoring periodically (approximately every 30 minutes) during each day's activities using a mini-Real-time Aerosol Monitor (mini-RAM) and an organic vapor analyzer (OVA). The action levels for inhalation of chemicals of concern and dust were not exceeded at any time during the excavation. Proper protective equipment and procedures were also observed whenever danger from dermal contact and incidental ingestion were inherent.

LFR also conducted personal air monitoring for select metals and OCPs for the person with the highest potential for exposure to target compounds. In addition to this, LFR conducted compound-specific air monitoring at site boundaries to evaluate potential off-site migration of airborne contaminants. The soil-excavation areas selected for monitoring included the former PBDA, Building 7023, buildings 7011 and 7012, buildings 7003 through 7007, buildings 7008 and 7009, Building 7010, and Building 7029. The air samples collected from the air-monitoring pumps were analyzed by a certified industrial hygienist at DataChem Laboratories Inc. in Cincinnati, Ohio. The results from the monitoring were as follows:

- The metals selected for analysis were copper, lead, arsenic, and mercury using EPA Methods 6010 and 7471. Metals were not detected in the samples.
- OCPs were analyzed using EPA Method 8081; no OCPs were detected.

Copies of the daily tailgate safety meetings and other relevant health and safety documents recorded during the active project period, as well as laboratory results of air-monitoring samples, will be included on the CD.

Removal actions conducted at each AOC are described below.

4.5 Pump House Area

The Pump House Area (Figure 3A) is located at the southern boundary of the CFREC facility; it included buildings 7021, 7022, and 7023 (Figure 2). Building 7023 was the Floridan-Aquifer-well pump house, and Building 7021 was a former vehicle/tractor shed; both buildings were reported to be former agrochemical-storage buildings (Harding ESE 2002). Mixing and loading of agrochemicals reportedly occurred near the pump house. Building 7022 was apparently an outhouse with no plumbing. The three buildings were constructed of steel siding with corrugated steel roofs. The buildings were located at the southern boundary of the facility, just to the north of 20th Street with no other IFAS buildings near them; however, residential homes are located to the south of 20th Street.

Most recent soil-sampling data from the February and March 2004 (LFR 2004c) sampling events indicated that concentrations of arsenic, toxaphene, and dieldrin exceeded the most conservative FDEP SCTLs (FDEP 1999; 0.8 mg/kg [residential direct exposure], 1.0 mg/kg [residential direct exposure], and 0.004 mg/kg

[groundwater-leachability], respectively); the sampling depths ranged up to 3 feet bgs. Arsenic concentrations (ranging from 0.82 to 98 mg/kg) exceeding the residential direct-exposure SCTL were detected in 37 samples throughout the Pump House Area. Arsenic was above the commercial/industrial direct-exposure SCTL (3.7 mg/kg) near Building 7023. Previous soil sampling by Harding ESE (2002) detected copper in numerous soil samples at concentrations ranging up to 390 mg/kg, exceeding the copper SCTL of 110 mg/kg (FDEP 1999).

Toxaphene concentrations (ranging from 1.1 to 4.9 mg/kg) exceeded the SCTL of 1 mg/kg in 11 samples throughout the Pump House Area. The highest concentrations of toxaphene were detected around Building 7023. Dieldrin concentrations (ranging from 0.0054 to 0.036 mg/kg) exceeded the groundwater-leachability SCTL of 0.004 mg/kg in three samples.

Arsenic concentrations (ranging from 10 to 930 micrograms per liter [μg/l]) were detected above the GCTL of 10 μg/l (FDEP 2005) in 13 of the 15 shallow-depth monitoring wells (LFR 2004c). Arsenic was below detection limits (10 μg/l) in the five deeper wells. OCPs were not detected in groundwater.

4.5.1 Proposed Removal Action Goals for the Pump House Area

Arsenic, toxaphene, copper, dieldrin, and 4,4'-dichlorodiphenyltrichloroethane (DDT) were the primary contaminants detected at the Pump House Area. Copper, dieldrin, and 4,4'-DDT were each detected to be above the former residential direct-exposure SCTLs in the surface soil (0 to 2 feet); these chemicals were detected at locations surrounded by or coexisting with areas where toxaphene and arsenic concentrations exceeded the respective SCTLs. Although dieldrin exceeded the groundwater-leachability SCTL of 0.004 mg/kg in numerous soil samples, groundwater-leachability potential was assumed to be minimal as dieldrin was not detected in groundwater. The RAGs were based on arsenic and toxaphene detections.

The RAGs proposed (LFR 2004c) for the Pump House Area included:

- removal of arsenic-affected soil to concentrations to below the site-specific groundwater-leachability SCTL of 3.43 mg/kg
- removal of toxaphene-affected soils to concentrations below the residential direct-exposure SCTL of 1 mg/kg (FDEP 1999)

4.5.2 Removal Actions at the Pump House Area

The proposed removal actions for the Pump House Area included:

- demolishing and off-site disposal of buildings 7021, 7022, and 7023

- properly abandoning 13 out of the 15 monitoring wells (Monitoring wells MW-9 and MW-10, located along the south right-of-way on 20th Street, were to be preserved for future groundwater monitoring.)
- excavating and disposing of soil from ground surface to a depth of approximately 1 to 2 feet bgs at much of the Pump House Area, and from ground surface to 4 feet bgs in a smaller area surrounding Building 7023
- collecting a sufficient number of confirmatory samples for analysis to confirm that RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- hydro-seeding the area for grass

Figures 3A, 3B, and 3C show the originally proposed footprint of excavation, the actual area excavated, and the confirmatory sampling analytical results, respectively. Analytical data are also summarized in Table 1. With the exception of samples 006 (1 to 2 feet bgs) and 009 (0 to 1 foot bgs), target analytes were either below detection limits, below the RAGs, or below applicable SCTLs. In samples 006 and 009, arsenic was detected at 5.1 mg/kg and 20 mg/kg, respectively, above the proposed RAG of 3.43 mg/kg. Sample 006 was collected in the ditch; sample 009 was collected just north of the ditch, near the fence. In the vicinity of sample 006 location, excavation depth was extended to 2 feet bgs. Near sample 009 location, excavation was extended to 5 feet in the westerly direction and to a depth of 2 feet bgs.

The volume of affected soil excavated and transported off site from the Pump House Area was 1,216 cubic yards (yds^3; 1,946 tons). The originally proposed volume was 938 yds^3 (1,500 tons); an additional 144 yds^3 (230 tons) was subsequently requested by SJRWMD.

4.6 Greenhouse Area

The Greenhouse Area (Figure 4A) consists of an approximately 180-foot by 60-foot area that included buildings (greenhouses) 7003 through 7007 (each approximately 28 feet long by 17 feet wide). Each greenhouse was constructed of a concrete-block lower wall with a glass-framed upper wall, and a glass-framed, gabled-roof. The interior of each greenhouse consisted of a central concrete walkway and gravel floor. The Greenhouse Area is surrounded by laboratory-area buildings 7001 and 7002 to the east and north, respectively. To the west and south, the Greenhouse Area is surrounded by a residence and Celery Avenue, respectively (Figure 2).

Soil-analytical data from the Greenhouse Area showed arsenic, mercury, and copper in the 0 to 2 feet bgs samples at concentrations exceeding their most conservative FDEP (1999) SCTLs (0.8 mg/kg [arsenic residential direct exposure], 2.1 mg/kg [mercury groundwater-leachability], and 110 mg/kg [copper residential direct exposure]). At 0 to 1 foot bgs or 1 to 2 feet bgs, arsenic, copper, and mercury were detected at concentrations of up to 9.9 mg/kg, 300 mg/kg, and 450 mg/kg, respectively, exceeding

the respective SCTLs in numerous samples. In the 2-to-3-foot-bgs soil samples (LFR 2004a), arsenic was detected in three samples collected south of Building 7007 at concentrations ranging from 5.5 to 64 mg/kg; however, only one sample (arsenic concentration of 64 mg/kg) exceeded the FDEP (1999) groundwater-leachability SCTL of 29 mg/kg.

Neither arsenic, copper, nor mercury concentrations were detected in the groundwater samples at the Greenhouse Area above the FDEP (1999) GCTLs.

4.6.1 Proposed Removal Action Goals for the Greenhouse Area

The proposed RAGs for the Greenhouse Area included:

- elimination of the direct-exposure potential to the arsenic- and copper-affected soils (The site-specific 95% UCL of 3.7 mg/kg and the [FDEP 1999] residential direct-exposure SCTL of 110 mg/kg were the RAGs for arsenic and copper, respectively.)
- elimination of groundwater-leaching potential for mercury detected in the soils (The groundwater-leachability SCTL of 2.1 mg/kg was adopted as the RAG for mercury.)

4.6.2 Removal Actions at the Greenhouse Area

The removal actions for the Greenhouse Area included:

- demolishing and off-site disposal of buildings (greenhouses) 7003 through 7007
- properly abandoning the six monitoring wells
- excavating and disposing of soil from 0 to 2 feet bgs throughout much of the Greenhouse Area
- excavating and disposing of soil from ground surface to 3 feet bgs in a smaller area, south of Building 7007, to address the localized elevated arsenic levels detected between 2 to 3 feet bgs
- collection a sufficient number of confirmatory samples for analysis to confirm that RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 4A, 4B, and 4C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. Table 2 presents the analytical results of the soil-confirmation samples. Arsenic and mercury were below the RAGs in the confirmation samples. Copper was detected in a few samples along the western boundary of the Greenhouse Area in confirmatory samples 007, 008, 009, 017,

and 018 at concentrations ranging from 130 to 190 mg/kg. Based on these copper detections, excavation in the southwest corner was extended by approximately 20 feet to the south; confirmatory sample 020 exhibited copper at 99 mg/kg. Along the western boundary, in the vicinity of sample 009, where copper concentration (160 mg/kg) was above the RAG, soil was excavated to the fence line. Off-site sampling to address the copper detections above the RAG in samples 008 and 009 will be addressed by LFR (2005a), as part of the Ditch and Background Sampling.

The actual volume of affected soil excavated from the Greenhouse Area was 819 yds^3 (1,310 tons); the originally proposed volume was 400 yds^3 (640 tons).

4.7 Building 7001

Building 7001 is located near the facility's main entrance on Celery Road (Figure 2) and previously housed the main administrative offices for the facility, a kitchen, four laboratories, and a film-developing darkroom. There is one 750-gallon septic tank and three concrete-bottomed laboratory sand sumps (Sand Sumps A, B, and C; each 3 feet in diameter and 8 feet in depth) located north of Building 7001. The sumps reportedly drained the laboratories (and probably the darkroom) within the building and are connected to a sewer line that runs to the west (ESE 1996). The septic tank was reported to accept only sanitary waste and has not been investigated.

Previous investigations at this area (Ennis 1985, ESE 1986, Harding ESE 2001 and 2002, MACTEC 2003b, and LFR 2004b) focused on the evaluation of the three sumps as potential sources that could have affected the soil and groundwater. Water and sediment samples were collected from the sumps, and monitoring wells were installed near the sumps and Building 7001 to evaluate groundwater quality. The samples were analyzed for OCPs, organophosphorus pesticides (OPPs), VOCs, chlorinated herbicides (CHs), Base/Neutral Acid Extractable compounds (BNAs), Resource Conservation and Recovery Act (RCRA) metals, and copper. A sample for analysis using the toxicity characteristic leaching procedure (TCLP) was collected from sediment at each sump and analyzed for the above constituents and also for corrosivity, ignitability, and reactivity.

With the exception of low levels of cadmium in one sump, water samples were below detection limts for the various chemicals analyzed. In the sediment samples, OCPs, OPPs, PAHs, and metals were detected in elevated concentrations. The sediments were characterized as hazardous due to corrosivity. The contents of the three sumps were removed and the interior surfaces cleaned (Harding ESE 2002).

Earlier monitoring well sampling in this area (Harding ESE (2002) and MACTEC (2003b) had detected various organic chemicals and metals slightly above respective GCTLs. Subsequent monitoring-well sampling by LFR (2004b) indicated only barium and 1,2-dichloropropane, but at levels below their GCTLs.

With the exception of monitoring well abandonment, no other removal actions were conducted at this area. The contents of the three sumps had been removed in 2002.

4.8 Buildings 7008 and 7009 Area

Building 7008 was a small, covered shade house with an unpaved floor, and Building 7009 was a small, uncovered research greenhouse with an unpaved floor. The two buildings (Figure 5A) are located next to one another and are located west-northwest of Building 7001, along the western boundary of the CFREC facility (Figure 2).

Soil sampling (Harding ESE 2001, LFR 2004b, and LFR 2004d) in this area (samples were analyzed for OCPs, OPPs, BNAs, CHs, and metals) indicated that the soil, from 0 to 2 feet bgs, was affected with arsenic at concentrations in excess of the FDEP (1999) residential direct-exposure SCTL of 0.8 mg/kg; a few soil samples exceeded the proposed arsenic cleanup goal (site-specific 95% UCL) of 3.7 mg/kg for the CFREC facility. The most recent groundwater sampling by LFR (2004d) of the four shallow-depth (15 feet bgs) monitoring wells in this area did not detect arsenic above the GCTL of 10 μg/l.

4.8.1 Proposed Removal Action Goal for Buildings 7008 and 7009 Area

The proposed RAG for buildings 7008 and 7009 included elimination of the direct-exposure potential to the arsenic-affected soils. The site-specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic.

4.8.2 Removal Actions at Buildings 7008 and 7009 Area

The removal actions for the buildings 7008 and 7009 area included:

- demolishing and off-site disposal of the buildings 7008 and 7009
- properly abandoning the three monitoring wells
- excavating and disposing of soil from 0 to 2 feet bgs
- collecting a sufficient number of confirmatory samples for analysis to confirm RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 5A, 5B, and 5C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. Table 3 presents the analytical results of the soil-confirmation samples. Twenty-nine soil-confirmation samples were collected from the base or side walls of the excavation to confirm the

arsenic RAG of 3.7 mg/kg was met. Arsenic concentration (up to 9.6 mg/kg) exceeded the RAG in numerous soil samples (002, 004, 007, 008, 012, 017, 023, 026, and 027). At these sample locations, excavation was expanded laterally or vertically. The maximum vertical depth of excavation was to 2 feet bgs, as elimination of potential direct exposure was the remedial goal. Additional sidewall confirmatory samples (028, 033, 031, and 030) were collected; arsenic concentration in the confirmatory samples were below the RAG.

In samples 023 and 027, arsenic was detected at 3.9 mg/kg and 6.9 mg/kg, respectively, exceeding the RAG of 3.7 mg/kg. Additional confirmatory samples to the west (and off-site) will be collected by LFR during Ditch and Background Sampling (LFR 2005a).

The actual volume of affected soil excavated from buildings 7008 and 7009 area was approximately 96 yds^3 (154 tons); the originally proposed volume was 45 yds^3 (72 tons).

4.9 Building 7010 Area

Building 7010 is located directly north of Building 7001 in the central portion of the CFREC facility (Figure 2) and consists of several vehicle bays and former storage areas for equipment and chemicals (ESE 2002). In addition, two agrochemical mix/rinse areas were identified just to the north of the building (ESE 1986).

Soil and groundwater sampling (Ennis 1985, Harding ESE 2001 and 2002, LFR 2004b and 2004d) detected arsenic, copper, dieldrin, and toxaphene above respective SCTLs and were the primary contaminants affecting the soil and groundwater quality. Copper and OCP concentrations in soil generally decreased with depth, from 0 to 2 feet bgs. However, arsenic concentrations in soil varied and showed an increase with depth (from 0 to 3 feet bgs) in a few locations in this area. Groundwater samples were below detection limits for arsenic, copper, and OCPs.

4.9.1 Proposed Removal Action Goals for Building 7010 Area

The proposed RAGs for Building 7010 included:

- elimination of the direct-exposure potential to the arsenic-, copper-, and OCP- (primarily dieldrin and toxaphene) affected soils (The site-specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic. For copper-, dieldrin-, and toxaphene-affected soils, the FDEP [1999] residential direct-exposure SCTLs of 110 mg/kg, 0.07 mg/kg, and 1 mg/kg, respectively, were set as the RAGs.)
- removal of arsenic-affected soil to the top of the water table (between 3 and 4 feet bgs) at selected locations, where arsenic concentrations showed an increase below 2 feet bgs (A site-specific groundwater-leachability SCTL for arsenic in this area could not be calculated due to poor correlation of SPLP sampling results.)

4.9.2 Removal Actions at Building 7010 Area

The removal actions for the Building 7010 area included:

- properly abandoning the four monitoring wells
- excavating and disposing of arsenic-, copper-, and/or OCP-affected soil from 0 to 2 feet bgs to meet residential direct-exposure SCTLs
- excavating and disposing of arsenic-affected soil to the water table (usually 3 to 4 feet bgs) at a few locations, where arsenic concentrations showed an increase with depth
- collecting a sufficient number of confirmatory samples for analysis to confirm RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 6A, 6B, and 6C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. Table 4 presents the analytical results of soil-confirmation samples. Excavation was to 1 foot bgs over much of excavation area. At selected locations, where arsenic concentrations showed an increase with depth, soil was excavated to 2 feet bgs. Twenty-nine soil-confirmation samples were collected and analyzed for copper, arsenic, and OCPs. Arsenic concentrations were below the proposed RAG of 3.7 mg/kg in all samples. With the exception of sample 012, copper concentrations were below the proposed RAG of 110 mg/kg. Excavation was expanded in the area of sample 012, as the copper concentration at 130 mg/kg was below the current residential direct-exposure SCTL of 150 mg/kg.

Dieldrin concentrations exceeded the FDEP (1999) groundwater-leachability SCTL of 0.004 mg/kg in a number of samples; however, concentrations were below the proposed direct-exposure RAG of 0.07 mg/kg. Groundwater-leachability potential of dieldrin was assumed to be minimal as it was not detected in the groundwater.

The base of excavation near sample 001 (in the southwest corner of excavation area) was visibly stained and emitted strong odors. Sample 001 exhibited dieldrin and 4,4'-DDE at 0.042 mg/kg and 3.3 mg/kg, respectively. The FDEP (1999) residential direct-exposure SCTL for 4,4'-DDE was 3.3 mg/kg. The excavation near 001 was extended to the west by 10 feet. The additional confirmation soil sample collected (029) was below RAGs for target analytes.

The actual volume of affected soil excavated from the building 7010 area was approximately 324 yds^3 (518 tons); the originally proposed volume was 144 yds^3 (230 tons).

4.10 Building 7029 Area

Building 7029 is located in the central portion of the CFREC facility, along the western border of the facility (Figure 2). The building was used for chemical storage and had a concrete mix/rinse pad located to the east (Figure 7A). Located to the north of the building was a subdivided (two sections), 5-foot-deep, fully enclosed, concrete-lined evaporation pond with concrete side walls and a wood covering; a concrete pad that may have been used to mix/rinse agrochemicals is located to the east of the pond. The evaporation pond served as an impoundment for discharges from the various drains from Building 7029 and the building's associated mix/rinse pad.

Numerous soil and groundwater samples were collected and analyzed for VOCs, BNAs, OCPs, OPPs, CHs, and RCRA metals during the course of various investigations (Harding ESE 2001, MACTEC 2003, and LFR 2004b and 2004d). In the soil samples, several VOCs, pesticides, and metals were detected; however, arsenic, copper, and dieldrin were the only contaminants that exceeded respective SCTLs. Arsenic was detected in numerous soil samples above applicable residential direct-exposure SCTLs between the Building 7029 and the ditch located along the western property boundary. Copper exceeded the residential direct-exposure SCTL in the samples collected to the north of the evaporation pond. Generally, concentrations of metals decreased from the 0-to-1-foot interval to the 1-to-2-foot interval. Groundwater analytical results were below detection limits or below applicable GCTLs, with the exception of arsenic, which slightly exceeded the GCTL of 10 μg/l.

Although dieldrin concentrations exceeded the groundwater-leachability SCTL in four soil samples (0 to 1 foot bgs) near the concrete pad associated with the evaporation pond, it was not detected in the groundwater. Dieldrin was not considered to be a chemical of concern at this area as its concentration was well below the residential direct-exposure SCTL of 0.07 mg/kg.

Sediment and water samples were also collected from the two sections of the evaporation pond and analyzed for VOCs, BNAs, OCPs, OPPs, CHs, RCRA metals, and TCLP (Harding ESE 2002). Several VOCs, pesticides, BNAs, and metals were detected at elevated concentrations in the sediment samples. Water samples collected from the pond exhibited pesticides and arsenic, but at relatively low concentrations. Analytical results of water collected from the two sections of the pond were comparable to each other; however, sediment samples varied significantly. Sediment samples analyzed for TCLP were below hazardous-waste characteristics.

4.10.1 Proposed Removal Action Goals for Building 7029 Area

The proposed RAGs for the Building 7029 area included elimination of the direct-exposure potential to the arsenic- and copper-affected soils. The site specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic. For copper-affected soils, the FDEP (1999) residential direct-exposure SCTL of 110 mg/kg was set as the RAG.

4.10.2 Removal Actions at Building 7029 Area

The removal actions at the Building 7029 area included:

- properly abandoning the monitoring wells and piezometers
- excavating soil from 0 to 2 feet bgs and off-site disposal of arsenic and copper; at the one location (west of Building 7029), where arsenic concentrations increase with depth from the 0-to-2-foot interval, removal of soil to 3 feet bgs
- demolishing and disposing of the evaporation pond and associated concrete pads at Building 7029
- removing and disposing of the water and sediments from the evaporation pond at Building 7029 as non-hazardous waste
- collecting a sufficient number of confirmatory samples for analysis to confirm RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 7A, 7B, and 7C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. Soil was excavated to 1 foot bgs in an area to the north the evaporation pond. Much of the area to the south, east, and west of the Building 7029 and evaporation pond was excavated to 2 feet bgs. One small area to the west of Building 7029 was excavated to 3 feet bgs as arsenic concentrations were elevated at depth. Thirty soil-confirmation samples were collected and analyzed for arsenic (samples to the south and west of Building 7029) or copper (samples to the north of the evaporation pond). Table 5 presents the analytical results; data are also summarized on Figure 7C. Arsenic exceeded the RAG of 3.7 mg/kg in only two samples—020 (3.8 mg/kg) and 028 (4.2 mg/kg). At these locations, additional soil was removed to a depth of 2 feet bgs. Copper exceeded the RAG of 110 mg/kg in numerous samples at concentrations ranging from 120 to 200 mg/kg. Additional soil was excavated until confirmation-sampling results indicated copper concentrations to be below the RAG.

Sample 001 (200 mg/kg) and 022 (170 mg/kg) both exceeded the RAG for copper. Off-site sampling will be conducted to the west by LFR (2005a) as part of the Ditch and Background Sampling to evaluate off-site sediment quality in this area.

The actual volume of affected soil excavated from the Building 7029 area was approximately 456 yds^3 (730 tons); the originally proposed volume was 63 yds^3 (100 tons).

4.11 Building 7011 Area

Building 7011 is located north-northeast of Building 7001 at the north-central portion of the CFREC facility (Figure 2). Building 7011 was used as a barn with a former agrochemical mix/rinse area reportedly located to the northwest of the building (Figure 8A).

Extensive soil and groundwater sampling was conducted in a series of phased site investigations at this area since 1986 (ESE 1986, Harding ESE 2001 and 2002, MACTEC 2003b, and LFR 2004b and 2004d). During the course of these investigations, soil and groundwater samples were analyzed for a variety of contaminants, including VOCs, PAHs, BNAs, total recoverable petroleum hydrocarbons (TRPHs), OCPs, OPPs, CHs, metals, and TCLP. Although several contaminants were detected, only dieldrin, arsenic, and copper consistently exceeded the applicable FDEP (1999) SCTLs. Dieldrin concentrations in numerous soil samples exceeded both the FDEP (1999) residential direct-exposure and groundwater-leachability SCTLs. Arsenic exceeded both the residential and commercial/industrial direct-exposure SCTLs, and copper concentrations exceeded the residential direct-exposure SCTL. Dieldrin and arsenic were also detected in numerous groundwater samples above applicable GCTLs.

4.11.1 Proposed Removal Action Goals for Building 7011

The proposed RAGs for the Building 7011 area included:

- elimination of groundwater-leaching potential of dieldrin and arsenic, and elimination of direct-exposure potential to arsenic- and copper-affected soils
- the FDEP (1999) groundwater-leachability SCTL of 0.004 mg/kg as the RAG for dieldrin; the site-specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic; and for copper-affected soils, the FDEP (1999) residential direct-exposure SCTL of 110 mg/kg was used as the RAG (Additionally, to address groundwater-leaching potential of arsenic, soil removal was proposed to 3 feet bgs at locations where arsenic concentrations in the soil increased with depth [from the 0-to-2-foot interval].)

4.11.2 Removal Actions at Building 7011 Area

The removal actions for the Building 7011 area included:

- properly abandoning the monitoring wells and piezometers
- excavating dieldrin-affected soil until concentrations are below the FDEP (1999) groundwater-leachability of SCTL of 0.004 mg/kg, or to the top of the water table (approximately 3 feet bgs)

- excavating arsenic- and copper-affected soil until arsenic and copper concentrations are below 3.7 mg/kg and 110 mg/kg, respectively
- excavating soil to top of water table (approximately 3 feet bgs) at locations where arsenic concentrations increased with depth from 0 to 2 feet bgs
- removing and disposing of empty concrete boxes that were located to the northeast of Building 7011
- collecting a sufficient number of confirmatory samples for analysis to confirm RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 8A, 8B, and 8C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. Soil was excavated to a maximum of depth of 4 feet bgs; a vast majority of the area was excavated to 2 and 3 feet bgs. Figure 8B shows the lateral and vertical extent of the excavation. Seventy soil-confirmation samples were collected and analyzed for arsenic, copper, and/or OCPs (Figure 8C).

Table 6 summarizes the analytical results, which are also presented on Figure 8C. Arsenic exceeded the RAG of 3.7 mg/kg in numerous samples at concentrations ranging between 4.8 and 145 mg/kg. At these sampling locations, the soil-excavation footprint was expanded laterally and to a maximum depth of 3 feet bgs (top of the water table). Dieldrin concentrations exceeded both the groundwater-leachability SCTL of 0.004 mg/kg and residential direct-exposure SCTL of 0.07 mg/kg in numerous soil samples. Due to widespread detection of dieldrin in numerous confirmation samples, the decision of whether to excavate further was based on groundwater quality. Three monitoring wells (CGW-MW001, CGW-MW002, and CGW-MW003) were installed; each well was 1 inch in diameter and was completed to 15 feet bgs with 10 feet of pre-packed screen material. The wells were sampled and analyzed for OCPs, arsenic, and copper (Table 7). As dieldrin or other OCPs were not detected in any of the groundwater samples, the groundwater-leachability potential for dieldrin to impact groundwater quality was assumed to be minimal. As such, additional soil was not excavated in areas where dieldrin exceeded groundwater-leachability SCTL. However, where dieldrin exceeded the residential direct-exposure SCTL of 0.07 mg/kg (samples 004, 027, 035, 071, 072, 74, and 075), soil was excavated to 2 feet bgs or greater to eliminate the direct-exposure potential. The three monitoring wells were also sampled for arsenic and copper; only arsenic was detected in one well CGW-MW003 at 13 μg/l, slightly above the current GCTL of 10 μg/l (Table 7).

During excavation activities, an unmarked irrigation well located to the northeast of Building 7011 and east of CGW-MW001 (near sample 027), was damaged by the bulldozer. The unused irrigation well was below grade, and was neither visible nor identified on any site plans/drawings. Due to artesian conditions, groundwater was flowing out through the damaged top at an approximate flow rate of 10 to 15 gallons

per minute (gpm). On-site contractors were able to temporarily minimize the flow until a licensed well driller was subcontracted to abandoned the well (48 hours later).

The actual volume of affected soil excavated from the Building 7011 area was approximately 3,240 yds^3 (5,184 tons); the originally proposed volume was 2,450 yds^3 (3,920 tons).

4.12 Buildings 7012 and 7017 Area

Building 7012 is located in the north-central portion of the CFREC, east of Building 7011 (Figure 2). The building was used as an office, research laboratory, and chemical and equipment storage. Three former greenhouses were located to the south of Building 7012, and foundations of three other former greenhouses were located east of the building (Figure 9A). A former mix/rinse area was reported to be south of the building (ESE 2002). A 600-gallon septic tank and a laboratory sand sump with concrete bottom are located to the north of the building and flow into sewer lines that run to the west. Building 7017 is located approximately 120 feet to the west of Building 7012 and was reportedly used for agrochemical storage (Arenberg 2004).

Significant soil- and groundwater-quality assessment has been conducted in this area since 2001 (Harding ESE 2001 and 2002, MACTEC 2003b, and LFR 2004b and 2004d). Analyses of soil and groundwater samples typically included VOCs, BNAs, OCPs, OPPs, CHs, and metals. Arsenic, copper, and dieldrin were the primary contaminants that exceeded the respective FDEP (1999) SCTLs in numerous soil samples. Arsenic exceeded the residential and commercial direct-exposure SCTL of 0.8 mg/kg and 3.7 mg/kg, respectively. Copper concentrations were above the residential direct-exposure SCTL of 110 mg/kg. Dieldrin concentrations exceeded both groundwater-leachability SCTL (0.004 mg/kg) and residential direct-exposure SCTL (0.07 mg/kg). Other contaminants such as toxaphene, 4-4'-DDT, beta-BHC, 4,4'-DDD, dinoseb, 1,2-dichloropropane, chlordane, lead, alpha-BHC, 4,4'-DDE, and barium were also detected above respective SCTLs in a limited number of soil samples. However, these contaminants were detected in localized areas or from single samples; these areas/sample locations were surrounded by larger areas affected by commonly detected contaminants (arsenic, dieldrin, and copper).

In the groundwater samples, arsenic and dieldrin were the primary contaminants that were detected above respective GCTLs.

4.12.1 Proposed Removal Action Goals for Buildings 7012 and 7017 Area

The proposed RAGs for the buildings 7012 and 7017 area included:

- elimination of groundwater-leaching potential of dieldrin and arsenic, and elimination direct-exposure potential to arsenic- and copper-affected soils
- the FDEP (1999) groundwater-leachability SCTL of 0.004 mg/kg as the RAG for dieldrin; the site-specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic; and for copper-affected soils, the FDEP (1999) residential direct-exposure SCTL of 110 mg/kg was used as the RAG (Additionally, to address leaching-to-groundwater potential of arsenic, soil removal was proposed to 3 feet bgs at locations where arsenic concentrations in the soil increased with depth [from the 0-to-2-foot interval].)

4.12.2 Removal Actions at Buildings 7012 and 7017 Area

The removal actions for the buildings 7012 and 7017 area included:

- properly abandoning the monitoring wells and piezometers
- excavating dieldrin-affected soil until concentrations are below the FDEP (1999) groundwater-leachability of SCTL of 0.004 mg/kg, or to maximum of depth 4 feet bgs (top of the water table)
- excavating arsenic- and copper-affected soil until arsenic and copper concentrations are below 3.7 mg/kg and 110 mg/kg, respectively
- excavating soil to 3 or 4 feet bgs at locations where arsenic concentrations increased with depth from 0 to 2 feet bgs
- demolishing and disposing of associated buildings 7017, 7018, concrete pads, 7027, 7013, 7030, and the pole-barn
- collection a sufficient number of confirmatory samples for analysis to confirm RAGs are met
- backfilling the excavated area with certified clean soil and compacting with the excavator bucket to the existing grade
- seeding the area for grass

Figures 9A, 9B, and 9C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. As shown on Figure 9B, the maximum depth of excavation was 3 feet bgs. Seventy-one soil-confirmation samples were collected and analyzed for arsenic, copper, or OCPs. Table 8 summarizes the analytical results; Figure 9C shows the sample locations and analytical results. Arsenic exceeded the RAG of 3.7 mg/kg in samples 083 (22 mg/kg), 034 (15 mg/kg), and 004 (6.9 mg/kg). At these sample locations, soil was excavated to 3 feet bgs. Copper exceeded the RAG of 110 mg/kg in five samples (023, 081, 022, 034, and 026) at concentrations ranging from 120 to 220 mg/kg; at these locations,

copper-affected soil was excavated to 2 feet bgs. Dieldrin concentrations exceeded the groundwater-leachability RAG of 0.004 mg/kg in numerous samples at concentrations ranging from 0.0046 to 0.95 mg/kg. At most of these locations (excepting samples 081, 038, and 032), soil was excavated to 3 feet bgs. Additional sampling (to the east of 081) will conducted by LFR (2005a) as part of the Ditch and Background Sampling effort. No additional excavation is recommended at sample locations 038 and 032, where dieldrin concentrations only slightly exceeded the groundwater-leachability RAG of 0.004 mg/kg; in sample 038 and 032 dieldrin was detected at 0.0075 and 0.006 mg/kg, respectively.

The actual volume of affected soil excavated from the building 7012 and 7017 area was approximately 1,777 yds^3 (2,843 tons); the originally proposed volume was 994 yds^3 (1,590 tons).

4.13 Former Pesticide Burial/Dump Area

The former PBDA is approximately 1 acre in size and is located at the extreme northern portion of the Site, just south of Lake Monroe (Figure 2). Due to its location near the lake and its low elevation, the area is frequently flooded. The former PBDA contains no buildings but had the remains of several small, plastic wading pools located above the ground at the southwestern part of the area. The pools were used for agricultural studies (Harding ESE 2001), and several were cracked and broken, while others contained standing water (presumably from rainfall).

The wetland area of concern is located immediately to the north of the PDBA, beginning at or near the tree line (Figure 10A), and is part of a larger wetland (estimated to be greater than 3,000 acres) that borders Lake Monroe and the Monroe Canal (MACTEC 2004). The wetland area of concern is approximately 0.55 acre in size and can be identified as a hardwood swamp with hydric soil. The former PBDA ranges in land elevation from approximately 5 feet above National Geodetic Vertical Datum (NGVD) to the north (nearest the lake) to approximately 8 feet above NGVD to the south. A drainage ditch runs along the eastern edge of the wetland area of concern (Figures 2 and 10A). The remnants of the plastic test pools were located within the wetland area of concern.

Site-investigation activities were conducted by ESE (1986 and 1985), Harding ESE (2001 and 2002), and MACTEC (2003b). In August 2004, LFR collected three additional sediment samples to further delineate sediment quality at the northern end of wetlands area of concern (LFR 2004e).

Soil and groundwater samples collected during the various above-referenced investigations were typically analyzed for VOCs, BNAs, OCPs, OPPs, CHs, polychlorinated biphenyls, and metals. Analytical results indicated arsenic, copper, benzo(a)pyrene, toxaphene, and dieldrin concentrations in numerous samples to be above their most conservative FDEP (1999) SCTLs in soil samples collected from 0 to 2 feet bgs. Arsenic was above both the residential (0.8 mg/kg) and

commercial/industrial direct-exposure (3.7 mg/kg) SCTLs; copper was above the residential direct-exposure SCTL (110 mg/kg); benzo(a)pyrene exceeded the residential direct-exposure SCTL (0.1 mg/kg); toxaphene was above the residential direct-exposure SCTL (1 mg/kg); and dieldrin was detected above the groundwater-leachability and residential direct-exposure SCTLs (0.004 mg/kg and 0.07 mg/kg, respectively).

Composite sediment and water samples from numerous plastic wading pools were collected and analyzed for volatile organic aromatic compounds, OCPs, OPPs, CHs, BNA compounds, copper, and metals. The composite-sediment samples from the pools exhibited copper, arsenic, and heptachlor concentrations above applicable FDEP (1999) SCTLs. Copper exceeded the residential direct-exposure SCTL of 110 mg/kg; arsenic was above the commercial/industrial direct-exposure SCTL (3.7 mg/kg), and heptachlor was detected above the residential direct-exposure SCTL (0.2 mg/kg). The composite-water samples collected from the pools were below detection limits for the parameters analyzed.

In the groundwater samples from the three monitoring wells installed, only cadmium and DEHP slightly exceeded the FDEP (1999) GCTLs of 5 μg/l and 6 μg/l, respectively.

In the three sediment samples collected by LFR (2004e) from 0 to 1 foot bgs to delineate the northern boundary of sediments affected by the PBDA, only heptachlor and heptachlor epoxide were detected above residential direct-exposure SCTLs (0.2 mg/kg and 0.1 mg/kg, respectively), and heptachlor was detected above its commercial/industrial direct-exposure SCTL (0.9 mg/kg).

Because these wetland sediments may also be within the regulatory limits of Florida Inland Waters, the sediment concentrations were compared to threshold effects concentration (TEC) and probable effects concentration (PEC) guidelines for freshwater sediments (FDEP 2003). Generally, sediment concentrations for metals, PAHs, and pesticides detected at the wetland area of the former PBDA were above the TECs but below the PECs. Only concentrations of arsenic (PEC of 33 mg/kg), copper (PEC of 150 mg/kg), lead (PEC of 130 mg/kg), DEHP (PEC of 2.6 mg/kg), dieldrin (PEC of 0.062 mg/kg), and heptachlor epoxide (PEC of 0.016 mg/kg) exceeded the respective PECs.

A Wetlands Mitigation Plan was prepared by MACTEC (under contract with LFR) as part of the Environmental Resources Permit (ERP; MACTEC 2004) attachment to address the wetland portion of the former PBDA. This attachment included a wetland description, an outline for removal of understory plants and undersirable trees, an outline to preserve the wetland sediments while performing removal, a Vegetative Planting Plan for post-excavation replanting of the wetland at the former PBDA, and an ERP application. Several of the recommendations made in that report are included in the Removal Action Work Plan (LFR 2004e).

4.13.1 Proposed Removal Action Goals for the Former Pesticide Burial/Dump Area

The proposed RAGs for the former PBDA and wetlands area include:

- elimination of direct-exposure potential to arsenic-, copper-, benzo(a)pyrene-, and toxaphene-affected soils; and elimination of direct-exposure and groundwater-leaching- potential of dieldrin
- the FDEP (1999) residential direct-exposure SCTLs were established as the RAGs for copper, benzo(a)pyrene, heptachlor, heptachlor epoxide, dieldrin, and toxaphene (110 mg/kg, 0.1 mg/kg, 0.1 mg/kg, 0.2 mg/kg, and 0.07 mg/kg, respectively). The site-specific 95% UCL of 3.7 mg/kg was established as the RAG for arsenic.

Even though dieldrin exceeded both its groundwater-leachability SCTL (0.004 mg/kg) and residential direct-exposure SCTL (0.07 mg/kg), the dieldrin residential direct-exposure SCTL of 0.07 mg/kg was established as the RAG because the groundwater-leachability SCTL (0.004 mg/kg) was exceeded in only one sample and dieldrin was not detected in groundwater. The groundwater-leaching potential of dieldrin was assumed to be minimal.

The chemicals above the PECs were addressed during the sediment removal either by the soil excavated to the human-health SCTL (which is lower than or approximately the same as the PEC [e.g., arsenic, copper, and dieldrin]), or the soil excavated to below the PEC concentration from the 0-to-1-foot interval (where it was detected in the sediment [e.g., DEHP, lead, and heptachlor epoxide]).

4.13.2 Removal Actions at the Former Pesticide Burial/Dump Area

The removal actions for the PBDA included:

- abandoning the three monitoring wells
- removing non-native/intrusive vegetation to allow soil/sediment excavation
- removing and disposing of plastic wading pools and other debris off site
- excavating soil from 0 to 2 feet bgs to remove soil with concentrations above RAGs for arsenic, copper, lead, DEHP, benzo(a)pyrene, heptachlor, heptachlor epoxide, dieldrin, and toxaphene
- collecting an adequate number confirmation soil samples for analysis to confirm RAGs are met
- backfilling with organic-rich soil and grade the wetlands area to its previous condition before excavation
- implementing the Vegetative Planting Plan approved by the SJRWMD
- conducting semiannual monitoring of the planted vegetation for three years

Figures 10A, 10B, and 10C show the footprint of proposed area of excavation, actual excavated area, and confirmatory sampling results, respectively. The analytical results are summarized in Table 9 and data are shown on Figure 10C. Soil/sediments were excavated to 1 foot bgs and 2 feet bgs; a majority of the area was excavated to 0 to 1 foot bgs. Approximately 97 soil-confirmation samples were collected and analyzed for arsenic, copper, OCP, and/or PAHs to confirm RAGs were met. PAHs were detected in only one sample (027) at concentrations slightly exceeding the RAGs; OCPs were below the RAGs. Arsenic and copper concentrations exceeding their respective RAGs were detected in numerous samples. At a majority of these sample locations, where arsenic and copper exceeded the RAGs, additional soil was excavated laterally and vertically, to a maximum depth of 2 feet bgs.

Approximately 1,454 yds^3 (2,326 tons) of affected soil/sediments was excavated for off-site disposal; the originally proposed volume was 694 yds^3 (1,110 tons). After backfilling to grade with clean certified hydric soil/sediment, the area was re-planted with wetlands vegetation. MACTEC is presently conducting monthly monitoring and anticipates preparing an annual report in June 2006.

In May 2005, during field activities, a second pesticide burial/dump area (PBDA2) was encountered to the south of the former PBDA as shown on Figure 11. The area contained plastic wading pools and other debris similar to those encountered in the former PBDA. Soil excavation was conducted to a maximum depth of 4 feet bgs. Eight soil-confirmation samples were collected and analyzed for metals, OCPs, OPPs, VOCs, and PAHs (Table 10). With the exception of the arsenic detected at 10.1 mg/kg in sample 001, no other target contaminants were detected above the SCTLs. At sample location 001, soil was excavated to 4 feet bgs. Total volume excavated from this area for off-site disposal was 359 yds^3 (574 tons).

4.14 Removal Action Summary

The total volume of soil excavated from all AOCs for off-site disposal was 9,741 yds^3 (or 15,585 tons); the original volume proposed was 5,728 yds^3 (or 9,162 tons). The additional volume resulted from as the extent of excavation was expanded laterally and/or vertically as indicated by the analytical results of confirmation soil samples. Approximately 514 yds^3 (or 822 tons) of soil was also removed from the Pump House, Building 7029, and other areas to address surface water-leachability criteria as required by the SJRWMD.

A review of the analytical results of the soil-confirmation samples indicated that the removal actions conducted at the Site have met the RAGs of eliminating the direct-exposure and/or leachability-to-groundwater potentials at the various AOCs. The soils affected by point sources associated with past historical operations at the various buildings have been excavated and disposed of off-site. Clean soil was transported to Site and used to backfill the excavations to original grade. Low levels of copper or arsenic at concentrations slightly exceeding the RAG may still be present in small localized areas, especially adjacent to ditches (for example near sample 095 at the

PBDA area, near sample 081 at the buildings 7012 and 7017 area, or near sample 001 at the building 7020 area). As indicated above, the soil/sediment quality in ditches is being evaluated separately (LFR 2005a).

4.15 Surface-Water Ditches

Prominent surface-water drainage ditches traverse the Site from south to north, paralleling much of the east and west boundaries. There are other ditches on Site that also traverse in the east-west direction. The soil/sediment in these ditches is reportedly affected with arsenic and copper, whose concentrations exceed the current SCTLs (MACTEC 2003e). LFR (2005a) prepared a draft Sampling and Analysis Plan that describes field-sampling activities to address supplemental surface soil, background surface soil, and a well survey. The results of the supplemental and background soil sampling will be evaluated with MACTEC (2003e) data to identify whether soil/sediments within the ditches pose potential risks and what removal actions may be necessary to mitigate the risks.

5.0 GROUNDWATER MONITORING

To evaluate post-excavation groundwater quality, groundwater monitoring may be required at the Pump House, Building 7011, and Buildings 7012/7017 areas. However, because of Seminole County impending plans for re-use of the Site for storm water conveyance, LFR recommends that a groundwater monitoring plan detailing well locations, construction details, analytical parameters and sampling frequency be developed subsequent to construction activities.

6.0 SUMMARY AND CONCLUSIONS

This report presents a description of soil-removal actions conducted at various AOCs at the Site. These AOCs included (from south to north): the Pump House, the Greenhouse, buildings 7008 and 7009, Building 7010, Building 7029, Building 7011, buildings 7012 and 7017, and the PBDA area. The removal actions were conducted by LFR between February and June 2005 on behalf of FDEP, pursuant to the Task Assignment Number SL18L.

The purpose of the removal actions was to eliminate direct-exposure and/or groundwater-leaching potential of arsenic, copper, and OCPs (primarily dieldrin and toxaphene). Other chemicals were also detected slightly above the SCTLs in the soils at the Site, but these were either in small, localized areas or were co-mingled with arsenic, copper, and OCPs. The FDEP (1999) residential direct-exposure or groundwater-leachability SCTLs were established as the RAGs for copper, OCPs, and other chemicals detected (at the Greenhouse Area, the current residential direct-exposure SCTL was the RAG for copper).

The removal actions at various AOCs included abandoning of monitoring wells; demolishing of buildings, concrete pads, evaporation ponds, sheds, or pole-barns; soil excavation; collection and analyses of soil-confirmation samples; and backfilling to grade with certified-clean soil and seeding grass. Clean hydric soils were used to backfill the wetlands portion of the PBDA area. After backfilling, the wetlands area was contoured to its previous elevations and planted with wetlands vegetation. The excavated soil from each AOC was transported and disposed of off site as non-hazardous (based on TCLP analysis) at a Class I landfill; the building debris was disposed of as C&D waste. The removal actions are summarized in Table 11.

The total volume of soil excavated from all AOCs for off-site disposal was 9,741 yds^3 (or 15,585 tons); the original volume proposed was 5,728 yds^3 (or 9,162 tons).

A review of the soil-confirmation sample analytical results indicated that the removal actions conducted at the Site have met the RAGs of eliminating the direct-exposure and/or leachability-to-groundwater potentials at the various AOCs. The soil affected by point sources associated with past historical operations at the various buildings have been excavated and disposed of off site. Low levels of copper or arsenic at concentrations slightly exceeding the current SCTL of 150 mg/kg and 95% UCL of 3.7 mg/kg, respectively, may still be present in small localized areas, especially adjacent to ditches. The soil/sediment quality in ditches is being evaluated separately (LFR 2005a).

Groundwater monitoring is recommended for the Site. Reportedly, Seminole County plans to use the Site for construction of stormwater ponds and storm water control. LFR recommends installing and sampling monitoring wells subsequent to construction activities by Seminole County.

REFERENCES

Arenberg, E.D. 2004. Principal Hydrogeologist, MACTEC Engineering & Consulting, Inc., Gainesville, Florida. Personal Communications.

Ennis, W.B. 1985. Preliminary Assessment of Pesticide and Hazardous Chemicals Handling, Storage and Disposal at Agricultural Research and Education Center, Live Oak, Florida. September.

Environmental Science and Engineering, Inc. 1986. Site Investigation Report for the Central Florida Research and Education Center (CFREC). Prepared for the Institute of Food and Agricultural Sciences, Gainesville, Florida.

———. 1989. Contamination Assessment Report for the Central Florida Research and Education Center (CFREC). Prepared for the Institute of Food and Agricultural Sciences, Gainesville, Florida.

———. 1996. Contamination Assessment Addendum Work Plan for the IFAS Central Florida Research and Education Center (CFREC), Sanford, Florida. Prepared for the Institute of Food and Agricultural Sciences, Gainesville, Florida.

Florida Department of Environmental Protection. 1999. Florida Administrative Code. Chapter 62-777. May.

———. 2003. Development and Evaluation of Numerical Sediment Quality Assessment Guidelines for Florida Inland Waters, Technical Report. January.

———. 2005. Florida Administrative Code. Chapter 62-777. April.

Harding ESE. 2001. Contamination Assessment Report Addendum for the Central Florida Research and Education Center (CFREC). Prepared for the Institute of Food and Agricultural Sciences, Gainesville, Florida. August.

———. 2002. Supplemental Addendum Contamination Assessment Report and Interim Remedial Action Completion Report for the Central Florida Research and Education Center (CFREC). Prepared for the Institute of Food and Agricultural Sciences, Gainesville, Florida.

LFR Inc. 2003a. Removal Action Work Plan, Central Florida Research and Education Center, Greenhouse Area (Buildings 7003 through 7007), Florida Institute of Food and Agricultural Sciences, University of Florida, State Road 415, Sanford, Seminole County, Florida. July 29.

———. 2003b. Pre-Removal Action Summary Report for the Excavation and Transport of Soils in the Greenhouse Area at the Institute of Food and Agricultural Sciences, Central Florida Research and Education Center, Sanford, Florida. October 24.

———. 2003c. Removal Action Work Plan, Central Florida Research and Education Center, Buildings 7021, 7022, and 7023 (Pumphouse Area), Florida Institute of Food and Agricultural Sciences, University of Florida, State Road 415, Sanford, Seminole County, Florida. December 23.

———. 2004a. Pre-Removal Action Summary Report Addendum for the Excavation of Soil in the Greenhouse Area at the Institute of Food and Agricultural Sciences, Central Florida Research and Education Center, Sanford, Florida. April 8.

———. 2004b. Removal Action Work Plan, Central Florida Research and Education Center, Buildings 7001, 7008/7009, 7010, 7011, 7012, and 7029, Florida Institute of Food and Agricultural Sciences, University of Florida, Sanford, Seminole County, Florida. May 12, 2004.

———. 2004c. Pre-Removal Action Summary Report for the Excavation and Transport of Soils in the Pumphouse Area at the Institute of Food and Agricultural Sciences, Central Florida Research and Education Center, Sanford, Florida. August 23.

———. 2004d. Pre-Removal Action Summary Report Central Florida Research and Education Center, Buildings 7001, 7008/7009, 7010, 7011, 7012/7017, and 7029, Institute of Food and Agricultural Sciences University of Florida, Sanford, Seminole County, Florida. September 23.

———. 2004e. Removal Action Work Plan, Central Florida Research and Education Center, Former Pesticide Burial/Dump Area, Institute of Food and Agricultural Sciences University of Florida, Sanford, Seminole County, Florida. November 23.

———. 2005a. Sampling and Analysis Plan, Supplemental Surface Soil, Background Surface Soil, Background Surface Soil, and Well Survey, Institute of Food and Agricultural Sciences, Central Florida Research and Education Center, Sanford, Florida. November 2.

———. 2005b. Health and Safety Plan for Soil Excavation Activities, IFAS, Central Florida Research and Education Center (CFREC), Sanford, Florida.

MACTEC. 2003a. Program Overview Site Visit for the Central Florida Research and Education Center (CFREC). Prepared for Florida Department of Environmental Protection, Tallahassee, Florida.

———. 2003b. Groundwater Sampling Report. Institute of Food and Agricultural Sciences (IFAS) Central Florida Research and Education Center (CFREC), Sanford, Florida. June.

———. 2003c. Statistical Evaluation of Non-Point Source Area Distribution of Arsenic in Surface Soils, IFAS, Central Florida Research and Education Center (CFREC), Sanford, FL. Prepared for Florida Department of Environmental Protection, Tallahassee, Florida.

———. 2003d. Supplemental Contamination Assessment Report of Non-Point Source Area Distribution of Arsenic and Copper in Surface Soils, IFAS, Central Florida Research and Education Center (CFREC), Sanford, FL. Prepared for Florida Department of Environmental Protection, Tallahassee, Florida. June.

———. 2003e. Irrigation Ditch Soil Sampling Assessment Report for the Field Irrigation and Drainage Ditch Soils and Sediments Associated with Non Point Source Areas at the IFAS, Central Florida Research and Education Center (CFREC), Sanford, FL. Prepared for Florida Department of Environmental Protection, Tallahassee, Florida. June.

———. 2004. Environmental Resource Permit, IFAS-Sanford CFREC Pesticide Burial Dump Area, Sanford, Florida. October.

Profession Engineering Consultants, Inc. 2001. Final Conceptual Design and Engineering Report. Celery Outfall at U.F. Agricultural Center.

STORMWATER MANAGEMENT COST-SHARING AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY FOR THE SEMINOLE COUNTY MIDWAY REGIONAL STORMWATER AND RECREATIONAL FACILITY - PHASE 1

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the waters of the State of Florida are among its basic resources and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to Chapter 373, Florida Statutes, the District is responsible for the management of water resources within its geographical area, and proper management of stormwater is necessary to protect the public health, safety and welfare and extend the life of surface and ground water resources; and

WHEREAS, the District's Governing Board has established the Stormwater Management Projects Cost-Share Program ("the Program") to support stormwater management efforts that contribute toward the improvement of water quality by achieving pollutant load reduction goals (PLRGs) or total maximum daily load (TMDL) allocations for identified priority pollutants. The District may also consider projects that protect or preserve water quality in designated Surface Water Improvement and Management (SWIM) water bodies; and

WHEREAS, County has applied for and is qualified to participate in the Program, and the parties have agreed to jointly fund the stormwater management project ("the Project"), which is described as follows:

> The project watershed currently drains to Lake Monroe, which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds prior to reaching Lake Monroe. The design will incorporate a recreational component including a trailhead connecting to a future trail project in the area. Pollutant load reduction will therefore also be encouraged by educating the local public through the use of educational kiosks along the pedestrian/bike trail around the facility. It is expected that this project will serve as a component of the future TMDL Implementation Plan.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments herein specified, which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Seminole County Midway Reginal Stormwater and Recreational Facility - Phase 1, Contract #SI433AA ("the Work"). County agrees to complete the Work in conformity with this Agreement. This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; EXHIBIT "A" – County's Program Application.

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ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term**. The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

   In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be N/A

2. **Completion Date.** The Completion Date of this Agreement shall be upon satisfactory completion of the stormwater management project and subsequent cost reimbursement to County; or twenty-four (24) months from the Effective Date, whichever comes first, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

3. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence in execution of this Agreement by County. If County fails to execute this Agreement within sixty (60) days of receipt, the Project shall be removed from the District's list of approved cost-share projects and the District shall seek to provide funding to other stormwater management projects that have been approved by the Governing Board.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. **Deliverables.** County shall fully implement the Project, as described in County's Program Application, attached as Exhibit "A." County is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the completion of the Project. The District shall provide the professional and technical support necessary to properly address all aspects of the Agreement. The District's project manager shall make a final acceptance inspection of the Project when completed. The parties may at any time agree in the form of a written amendment to make changes to the Project within the general scope of this Agreement.

B. **Progress Reports.** When requested, County shall submit progress reports to the District's project manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.

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ARTICLE III - COMPENSATION AND COST-SHARE

A. **District Funding**. For satisfactory completion of the Project, the District agrees to reimburse County a sum in the amount not to exceed $400,000 (the "Total Compensation"). Work eligible for reimbursement must have started after execution of this Agreement. If, at the completion of the Project, County's actual expenditure is less than the amount stated in the Project Budget, the District's obligation shall be reduced proportionately. Reimbursement shall be made no later than 30 days after receipt of an invoice, as provided below. If County fails to satisfactorily implement the Project, County shall not be eligible for any reimbursement.

B. **County Funding**. County shall obligate monies to fund the Project. County shall be responsible for any additional funding in excess of the anticipated total project cost of $4,266,485.

C. **Invoicing Procedure**. One invoice shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit one invoices based upon the actual portion of the Work performed and shall bill as per the Project Budget included in Exhibit "A" County's Program Application, attached hereto and by reference made a part hereof.

All payment requests submitted by the County shall include the following information:

1. Contract number, SI433AA.
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
   (a) Supporting documentation and copies of invoices if cost reimbursable; or
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all W/MBEs and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction (design-build) contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

E. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District pursuant to this Agreement.

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ARTICLE IV - LIABILITY AND INSURANCE

A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.

B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

A. This Agreement is at all times contingent upon availability of funding in future years, which may include a single source or multiple sources. Agreements extending for more than one fiscal year are subject to annual appropriation of funds, in the sole discretion and judgment of the parties for each succeeding year. Should the Project not be approved for funding in succeeding years, the party not approving the Project shall so notify the other party, and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the notifying party may allow.

B. In the event the District is notified at any time that funds from an external funding source will not be available, or are no longer available, in whole or in part, the District shall so notify County and this Agreement, upon the election of the District, shall be deemed terminated for convenience five days after receipt of such notice or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as project manager:

DISTRICT
David Watt, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4435
E-mail: dwatt@sjrwmd.com

COUNTY
Ed Torres Project Manager
Seminole County
520 West Lake Mary Boulevard, Suite 200
Sanford, FL 32773
(407) 665-5715
E-mail: etorres@seminolecountyfl.gov

B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Project. The District's project manager shall have the authority to approve minor deviations in the Project that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three working days prior written notice of the change to the other party.

D. **Supervision.** County shall provide efficient supervision of the Project, using its best skill and attention.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. **Termination**. Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse County for all allowable costs incurred prior to the date of termination.

B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor.

D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

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E. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event County receives a request for any such records, County shall notify the District's project manager within three workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.

H. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.

I. **Diversity**. The District is committed to the opportunity for diversity in the performance of all procurements, and expects its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the prime, second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.

K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Duval Division.

L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.

M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

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

O. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Kirby B. Green III, Executive Director

Date: 8/18/05

APPROVED BY THE OFFICE OF GENERAL COUNSEL

_____
for Stanley J. Niego, Sr. Assistant General Counsel

SEMINOLE COUNTY

By: _____

_____
Typed Name and Title

Date: _____

Attest: _____

_____
Typed Name and Title

Attachment: Exhibit "A" – County's Program Application

Bk 326 Pg 413

Accepted By:

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton Henley
Carlton Henley, Chairman
Board of County Commissioners

Date: 8/11/05

As authorized for execution by the
Board of County Commissioners at their
8-9 ,2005 regular meeting.

COST SHARE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY FOR LAKE MONROE RESTORATION - MIDWAY REGIONAL STORMWATER FACILITY

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Seminole County; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by County (hereafter "the Work").

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Lake Monroe Restoration - Midway Regional Stormwater Facility, Contract #SJ456AA. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; Exhibit "B" – Comptroller's Memorandum; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.

1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

2. **Completion Date.** The Completion Date of this Agreement shall be no later than twenty-eight (28) months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.

B. **Schedule of Work.** County shall commence the Work:

[ ] Within fifteen (15) days after the Effective Date; or

[ ] Upon the issuance of a Notice to Proceed by the District; or

[ ] Within fourteen (14) days of issuance of a Work Order by the District; or

[X] Within three (3) months after execution of the lease with the Florida Department of Environmental Protection for the Midway Regional Stormwater Facility site; or

[ ] On _____ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.

B. **Progress Reports.** County shall submit monthly progress reports to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.

C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon

the expiration or termination of this Agreement, or upon request. County shall include language in all subcontracts that so provides.

D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by County and necessary for use in completing the Work are deemed proprietary by the County, then County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes and agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work. Documentation of County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of Section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify County in writing of the request in order to give County the right to protect its proprietary interest. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.

E. **District Computer Codes.** County shall not be entitled to claim any proprietary right to computer codes that are developed by County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law.

ARTICLE III - COMPENSATION

A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay County a sum in the amount not to exceed $2,200,000 (the "Total Compensation").

B. **In-Kind Services.** Through this Cost Share Agreement, County agrees to provide $1,081,485 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing and/or securing from other sources any additional funding required to complete the project.

C. **Invoicing Procedure.** All invoices shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit quarterly itemized invoices based upon the actual portion of the Work performed and shall bill as per the budget contained in Exhibit A, attached hereto and by reference made a part hereof. The invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the document requirements described in the Comptroller's Memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit B to this Agreement.

All payment requests submitted by County shall include the following information:

1. Contract number
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
   (a) Supporting documentation and copies of invoices if cost reimbursable
   (b) Deliverables submitted and approved
   (c) Project completion documentation
   (d) Summary Sheet of all quarterly invoice costs and associated explanation for the costs

6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all women and minority-owned business enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

D. **Payments.** The District shall pay County one hundred percent (100%) of each approved invoice.

E. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

F. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the District provides a written statement to County accepting all deliverables. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.

G. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.

H. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.

B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the Governing Board in succeeding years, the District shall so notify the County, and this Agreement shall be deemed terminated for convenience in accordance with **TERMINATION FOR CONVENIENCE** five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT	COUNTY
Regina Lovings, Project Manager	Mark Flomerfelt, Project Manager
St. Johns River Water Management District	Seminole County Public Works Division
4049 Reid Street	177 Bush Loop
Palatka, Florida 32177	Sanford, Florida 32773
386-329-4819	407-665-5569
E-mail: rlovings@sjrwmd.com	E-mail: mflomerfelt@seminolecountyfl.gov

B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. County shall not make changes authorized by the District's Project Manager without issuance of a Change Order or a District's Supplemental Instructions (DSI) form (see Attachment 1) and approval by County. All supplemental instructions shall be incorporated into the Agreement. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.

E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified

above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.

B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.

C. If termination for County's default is effected by the District, any payment due to County at the time of termination shall be adjusted to cover all services, materials, and costs, including prior commitment incurred by the District, up to the termination date. If termination for the District's default is effected by County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by County, up to the termination date.

D. Upon receipt of a termination action under paragraphs "A" or "B" above, County shall:

1. Promptly discontinue all affected work (unless the notice directs otherwise), and
2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by County in performing this Agreement, whether completed or in process.

E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work. County's shall provide the District with any licenses to enter real property interests owned by County necessary for completion of the Work.

F. If, after termination for failure of County to fulfill contractual obligations, it is determined that County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

A. **Assignment and Subcontracts.** County shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, which involves more than fifteen percent (15%) of the total cost of the Work, to any one contractor, without the prior written consent of the District. As soon as practicable after signing this Agreement, but in no event not less than ten (10) calendar days prior to the effective date of any such subcontracts, County shall notify the District's Project Manager in writing of the names of such subcontractors. County shall not employ any such subcontractors until they are approved in writing by the

District, which approval shall not be unreasonably withheld. Upon receipt of such consent, when a written work product is involved, County shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. County shall provide the District with an executed copy of any such subcontracts within ten (10) calendar days after the effective date of the subcontract. Neither District approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the District.

County shall be responsible for the fulfillment of all Work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing herein shall create any contractual relationship between any subcontractor and the District. Further, nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat, as amended.

B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing any necessary employee training for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.

D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

E. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after final expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until any audit, commenced within three (3) years of final expenditure of funds hereunder, has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.

G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event the County receives a request for any such records, County shall notify the District's Project Manager within three (3) workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.

~~H.~~ **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.

I. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.

J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.

K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.

L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.

M. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.

N. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

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

P. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.

Q. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Kirby B. Green III, Executive Director

Date: 7/5/06

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

_____
for Stanley J. Niego, Sr. Assistant General Counsel

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton Henley, Chairman

Date: 6-27-06

As authorized for execution by the Board of County Commissioners at their June 27, 2006 regular meeting.

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

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

_____
County Attorney

Date: 6-27-06

Documents attached:
Exhibit A — Statement of Work
Exhibit B — Comptroller's Memorandum
Attachment 1 — District's Supplemental Instructions Form (sample)

EXHIBIT "A" – STATEMENT OF WORK
THE MIDDLE BASIN INITIATIVE:
Lake Monroe Watershed Plan Implementation

Lake Monroe Restoration – Midway Regional Stormwater Facility

I. Introduction/ Background

Water quality and flooding problems are inherent within the Lake Monroe sub-basin. Much of the basin was developed before current stormwater regulations and requirements and there is direct discharge of untreated stormwater to Lake Monroe, and thus, the St. Johns River. Seminole County Master Planning efforts resulted in targeting areas for treatment of flows to the lake and river. Seminole County in coordination with the St. Johns River Water Management District completed the Final Design for the Construction of the Midway Regional Stormwater Facility in 2005. Based on the Master Plan, the final design will result in retrofit and improvement in the surface water quality and quantity issues of the watershed.

The project area watershed currently drains into Lake Monroe, which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. Records indicate that total nitrogen and total phosphorus concentrations in the lake have been increasing in recent years. The objective of the proposed project is to reduce the pollutant load to the lake including nutrients, suspended solids, organic matter, and metals and contribute to the improvement of the receiving waters in Lake Monroe and downstream in the St. Johns River.

II. Project Description

A 22-acre regional stormwater facility consisting of two to four wet detention ponds will be constructed to reduce pollutant loads to Lake Monroe and reduce flooding along Celery Avenue. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds. Currently, the farm ditches serve as the stormwater conveyance system and discharge directly into wetlands adjacent to Lake Monroe. This facility will divert the existing ditches into the stormwater pond system treating the water prior to entering the wetlands and Lake Monroe. The project is to construct the stormwater facility including the ponds, control and diversion structures, berms, and culverts. A future, unfunded phase could include a recreational aspect, with a park, trail, and trailhead. It is also envisioned to include an educational/environmental aspect that would be several educational kiosks with explanations of stormwater pollution and removal.

III. Objectives

Objective 1: Provide stormwater treatment to a 22-acre site along Celery Avenue by constructing two to four wet detention ponds to serve as a Regional Stormwater Facility.

Objective 2: Retrofit the existing drainage infrastructure in the vicinity of the project area and construct facility to accommodate additional drainage areas for future retrofits and provide treatment for areas without any existing forms of treatment facilities.

IV. Scope of Work

Construction of two to four wet detention ponds are to be completed with associated infrastructure on the 22-acre site owned by the state of Florida. The major tasks include material testing, construction engineering and inspection, and construction of the ponds.

V. Task Identification

1. Material testing
2. Construction Engineering and Inspection
3. Construction

VI. Time Frames and Deliverables

1. Project construction to be completed in accordance with Article I, A.2 of the Cost Share Agreement.
2. Provide monthly Progress Reports (the first week of each month).
3. Submit quarterly invoice with a Summary Sheet describing basis for costs (submittal the last week of each quarter).
4. Provide at least three (3) days advance notification to District's Project Manager of project related meetings.

VII. Budget

Total Budget By Task

	Task	District Funding		
			Matching Funds	Source of Funds
1	Material testing	$5,000*	See below	SJRWMD
2	Engineering and Inspection	$75,000*		SJRWMD
3	Construction	$2,120,000*		SJRWMD
	Total	$2,200,000		
	Project Total	$2,200,000		

1) *** Funding can be transferred between tasks as needed and agreed upon between SJRWMD and Seminole County.**

Project matching funds

Amount	Source	Description Status
$2,500,000	FDEP	Site Cleanup - complete
$265,485	Seminole Co.	Design & Permitting -Complete
$250,000	Seminole Co.	Building Demolition – pending lease
$50,000	Seminole Co.	Monitoring
$166,000	Seminole Co.	Project Administration - In-kind
$250,000 (estimate)	Seminole Co.	Site O & M (5 years)
$100,000 (estimate)	Seminole Co.	Midway Basin Study - Complete
$3,581,485	Total	

Contract Amount: $2,200,000

Note: Originally $1,000,000 was set aside in planning the current budget to construct this project. Seminole County Schools planned to use part of the 22-acre parcel to construct an elementary school. The school construction plans included one of the treatment ponds. Due to concerns with contaminated soils at the site, the school construction site was relocated. As a result, costs for the entire project increased and $2,200,000 is now needed for this project.

Pursuant to reference note (1) to the project budget above, any internal funding transfers between tasks shall require the issuance of a District Supplemental Instructions Form (DSI) (see Attachment 1) which shall be approved by the District and County.

EXHIBIT "B"

Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT 1 — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

Date: _____; Contract Number: SJ456AA

Contract name: Lake Monroe Restoration – Midway Regional Stormwater Facility

To: _____

From: _____; Project Manager

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The District's Project Manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the District's Project Manager.

1. Contractor's supplemental instructions:

2. Description of Work to be changed:

3. Description of supplemental instruction requirements:

Approved: _____ Date: _____
District Project Manager

Contractor approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____
(Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged: _____ Date: _____
Madeline Northcutt, Contracts Administrator

cc: Financial Management

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Mitigation Credit Purchase Agreement for the Orange Boulevard Improvement Project from County Road 46A to State Road 46

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
1. Approve and authorize the Chairman to execute a Mitigation Credit Purchase Agreement for the purchase of freshwater herbaceous mitigation credits by Seminole County from Wekiva River Mitigation Bank, LLC for the Orange Boulevard Improvement Project.

2. Authorize payment of $2,200.00 to Wekiva River Mitigation Bank for the purchase of 0.02 mitigation credits.

District 5 Brenda Carey Jerry McCollum

BACKGROUND:
This roadway project will improve Orange Boulevard from County Road 46A to State Road 46. The project will consist of widening the travel lanes to a minimum width of 24 feet, the addition of right and left turn lanes, drainage improvements which will include stormwater pipes, inlets and retention pond construction. The project is being designed and constructed in conjunction with an Environmental Services project, which includes the installation of a new wastewater force main, water main and reclaimed water main. Construction of all improvements is anticipated to start in February of 2008. Funds are available in Capital Improvement Project #1916-36.

Construction of the project will impact 0.02 acres of existing wetlands. In order to mitigate these impacts, St. John's River Water Management District is requiring the purchase of 0.02 wetland mitigation credits. The attached agreement will purchase the mitigation credits from Wekiva River Mitigation Bank, LLC in order to satisfy this requirement.

STAFF RECOMMENDATION:
Staff recommends the Board:

1. Approve and authorize the Chairman to execute a Mitigation Credit Purchase Agreement for the purchase of freshwater herbaceous mitigation credits by Seminole County from Wekiva River Mitigation Bank, LLC for the Orange Boulevard Improvement Project.

and

2. Authorize payment of $2,200.00 to Wekiva River Mitigation Bank for the purchase of 0.02 mitigation credits.

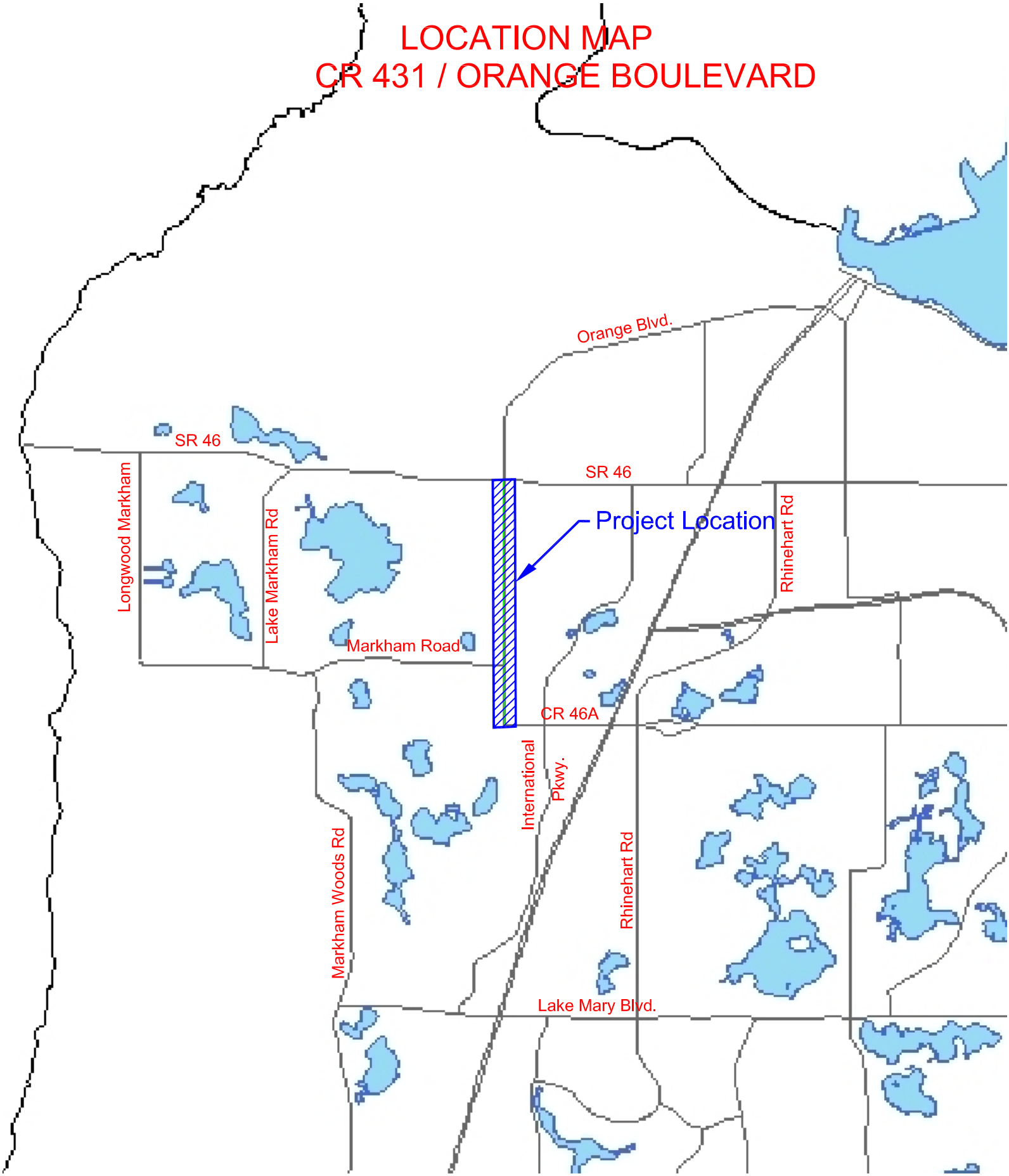
ATTACHMENTS:

1. Location Map
2. Mitigation Credit Purchase Agreement

Additionally Reviewed By:

☑ County Attorney Review (Matthew Minter)

LOCATION MAP
CR 431 / ORANGE BOULEVARD



MITIGATION CREDIT PURCHASE AGREEMENT

THIS MITIGATION CREDIT PURCHASE AGREEMENT (hereinafter "Agreement") is made this ____day of _____, 2007, by and between **Wekiva River Mitigation Bank, LLC.**, (hereinafter "Seller"), whose mailing address is P.O. Box 540285 Orlando, Florida 32854 and **Seminole County Board of County Commissioners**, (hereinafter "Buyer") whose mailing address is 1101 East First Street Sanford, Florida 32771 (hereinafter collectively the "Parties").

WITNESSETH:

WHEREAS, the Seller maintains an ecological restoration project located in Lake County, Florida (hereinafter referred to as the "Mitigation Property");

WHEREAS, Seller owns a mitigation bank with freshwater mitigation credits (hereinafter "Credits") available for transfer and sale under Florida Department of Environmental Protection (hereinafter "FDEP") Permit No. 0234803-001 and U.S. Army Corps of Engineers (hereinafter "USACOE") Permit No. TBD;

WHEREAS, as part of the environmental permitting process involving the St. Johns River Water Management District (hereinafter "SJRWMD") it is anticipated that Buyer's permit from the aforereferenced respective governmental agency will be conditioned upon purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Property on the terms and conditions below to be used to offset wetland impacts associated with the proposed development of project known as **Orange Boulevard Roadway, Drainage and Utility Improvements** (hereinafter "Project") SJRWMD Application No. 4-117-110352-1;

WHEREAS, the current assumption is that the purchase of 0.02 freshwater herbaceous wetland credits will be required by SJRWMD as a permit condition; and

WHEREAS, Seller requires as part of this Agreement for Buyer to remit this Agreement and funds to Seller via Mitigation Marketing in order to allow Seller to submit a minor permit modification (hereinafter "Minor Permit Modification") for a debit of 0.02 Credits from the seller's FDEP ledger so that the aforesaid respective Credits can be transferred to the Buyer.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby

warrant and agree as follows:

1. **Terms of Purchase**. Seller agrees to sell and Buyer agrees to buy mitigation credits required by SJRWMD as a condition of permit No. 4-117-94187-1. The purchase price (hereinafter "Purchase Price") of the anticipated requirement of 0.02 Credits is two thousand two hundred dollars U.S. ($2,200.00) payable in check, wired federal funds or cashier's check. In the event the SJWMD requires additional credits then the purchase price will be based upon the rate of $110,000.00 per credit. All payments shall be paid to the account of **Wekiva River Mitigation Bank** and submitted via Mitigation Marketing P.O. Box 540285 Orlando, Florida 32854.

2. **Covenants of Seller**. Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits from the FDEP for the Mitigation Property. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Property shall solely be the responsibility of Seller. The provisions of this paragraph 3 shall survive the closing hereunder.

3. **Conditions of Transfer of Credit**. Upon receipt of a copy of buyers permit, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the FDEP to effectuate the transfer of Credits as per the conditions of the Buyer's permit (i.e. copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) to sixty (60) days to complete.

4. **Debit of Credits and Transfer**. Upon notification of the debit of the Credits by the FDEP, the same shall be transferred to Buyer together with document(s) evidencing such transfer of Credits. The Parties hereby agree that evidence of the Credits being transferred shall be the receipt by Seller from the FDEP of the Minor Permit Modification to its Environmental Resources Permit (hereinafter "ERP") and/or ledger evidencing the debit of credits. Once transfer has been completed, it is acknowledged that seller's payment is fully earned and the county shall make payment in full within the (10) days thereafter.

5. **Breach of Seller.** If, for any reason, the Credits have not been conveyed to Buyer due to breach by Seller of the Agreement, then Seller shall have twenty (20) days to remedy said breach.

6. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

7. **Applicable Law**. This Agreement shall be construed and enforced in accordance with the

laws of the State of Florida.

8. **Notices**. All notices required by this Agreement shall be in writing and shall be sent by certified or registered mail or hand delivered to the addresses set out below. Notices shall be deemed delivered and given when mailed, if mailed, or when delivered by hand, upon receipt.

Notices to Seller shall be sent to:

Wekiva River Mitigation Bank, LLC
P.O. Box 540285
Orlando, Florida 32854

With a copy to:

Mitigation Marketing, LLC
Attn: Sheri Lewin
P.O. Box 540285 *USPS*
Orlando, Florida 32854
1005 Edgewater Drive *Physical*
Orlando, Florida 32804
407-481-0677 phone
407-648-3866 fax

Notices to Buyer shall be sent to:

Seminole County Board of County Commissioners
Attn: Carlton Henley
1101 East First Street
Sanford, Florida 32771
407-665-7219 phone
407-665-7859 fax

With a copy to:

Greg Teague, P.E.
Professional Engineering Consultants, Inc.
200 East Robinson Street, Suite 1560
Orlando, Florida 32801
407-422-8062 phone
407-849-9402 fax

Any notice or demand so given, delivered or made by United States mail shall be deemed so given, delivered or made on the third business day after the same is deposited in the United States Mail, registered or certified letter, addressed as above provided, with postage thereon fully prepaid. All Parties agree that any notice may be faxed to any of the above Parties. Notice of fax is effective on the date shown on the fax receipt. Buyer and Seller may from time to time notify the other of changes with respect to whom and where notice should be sent by sending notification of such changes pursuant to this paragraph.

9. **Entire Agreement.** This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

10. **Amendments and Waivers.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

11. **No Joint Venture or Partnership or Agency Relationship**. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other.

12. **Captions; Genders**. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

13. **Partial Invalidity**. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

14. **Calculation of Time.** Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period ending on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

15. **Effective Date.** This Agreement is effective on the date on which the last of the parties signs this Agreement. If more than 30 days have transpired between the first and last signature, this agreement is null and void.

16. **Typewritten or Handwritten Provisions**. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

17. **Counterparts**. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

18. **Time is of the Essence**. Time is of the essence under the terms of this Agreement.

19. **Agreement Not Recordable**. This Agreement shall be recorded in the records of the clerk of the Board of County Commissioners, however, shall not be recorded in the land records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

SIGNATURE PAGES FOR MITIGATION CREDIT PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the presence of:

SELLER:
WEKIVA RIVER MITIGATION BANK,LLC

VK Colangelo
Witness Signature

Victoria Colangelo
Witness Name

By: Dennis K. Benbow
Dennis K. Benbow, Managing Member

Executed on 7/19, 2007

ATTEST:

BOARD OF COUNTY COMMISIONERS
SEMINOLE COUNTY, FLORIDA

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

_____
By: CARLTON HENLEY, Chairman

Date: _____

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

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

_____
County Attorney

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution - Quit Claim Deed - Sidewalk along Celery Avenue (New Tribes Mission, Inc. to Seminole County)

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry McCollum **EXT:** 5651

MOTION/RECOMMENDATION:
Adopt the Resolution accepting a Quit Claim Deed from New Tribes Mission, Inc., a Florida Corporation, not-for-profit, to Seminole County for property needed to install a sidewalk along Celery Avenue (County Road 415).

District 5 Brenda Carey Jerry McCollum

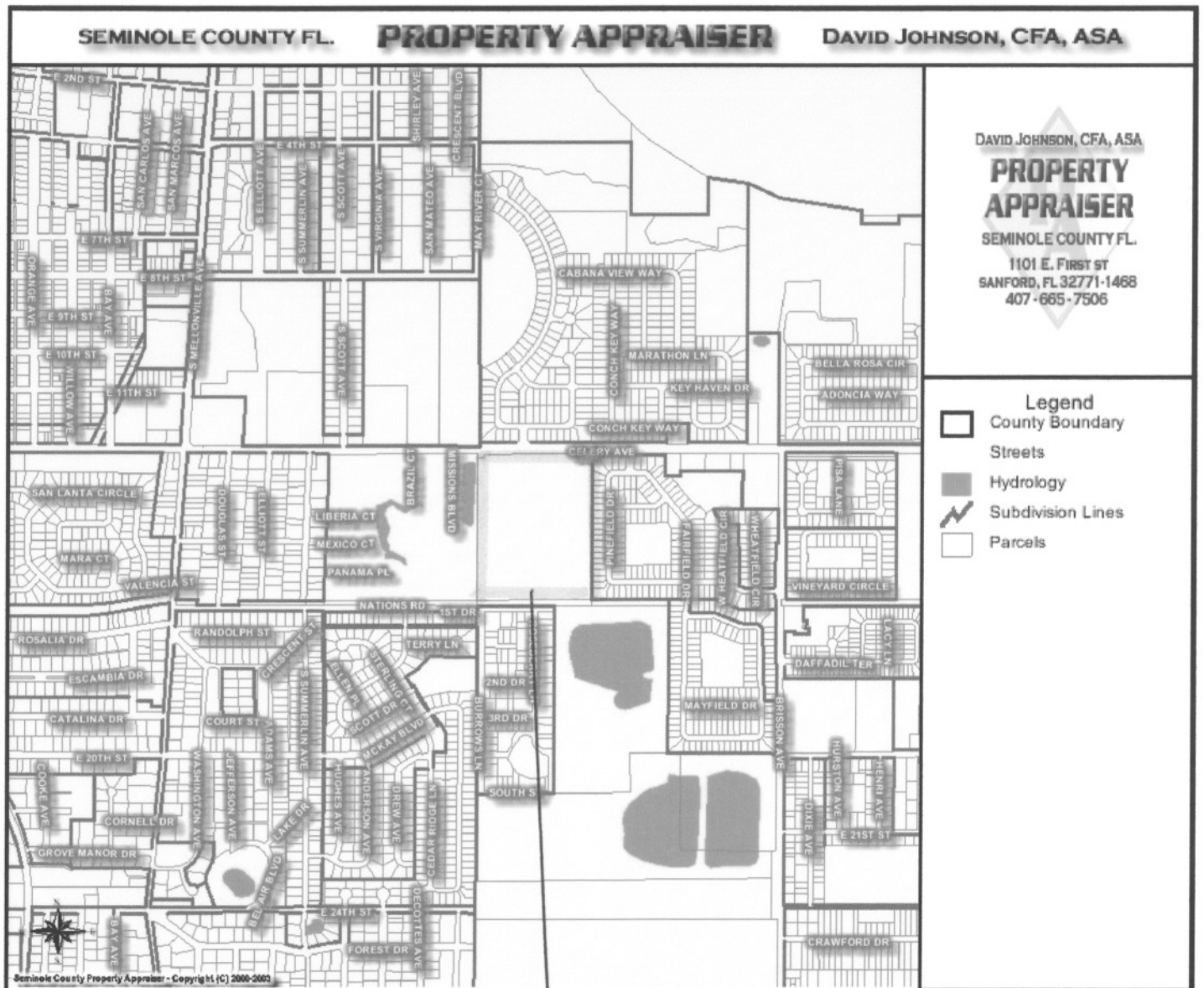
BACKGROUND:
The construction of a sidewalk along Celery Avenue will require property not currently owned by Seminole County. The Celery Avenue Sidewalk project (Capital Improvement Project Number 1925-52) is being constructed under the Pedestrian Safety Program. New Tribes Mission, Inc. has indicated its willingness to quit claim the necessary property, at no cost, to the County as evidenced by the attached Quit Claim Deed.

STAFF RECOMMENDATION:
Staff recommends the Board adopt the Resolution accepting a Quit Claim Deed from New Tribes Mission, Inc., a Florida Corporation, not-for-profit, to Seminole County for property needed to install a sidewalk along Celery Avenue (County Road 415).

ATTACHMENTS:

1. Location Map
2. Resolution
3. Quit Claim Deed

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



Subject Parcel

RESOLUTION NO. 2007 – R - _____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF A.D., 2007

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for roadway improvements to Celery Ave. also known as CR 415 located in Section 32 Township 19 South, Range 31 East, in Seminole County, Florida; and

WHEREAS, the implementation of the needed roadway improvements will require right-of-way that is not currently owned by the County of Seminole; and

WHEREAS, New Tribes Mission, Inc., A Florida Corporation, not-for profit, has indicated it's willingness to donate to Seminole County the required right-of-way as evidenced by the executed attached Quit Claim Deed accompanying this resolution; and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the Board of County Commissioners to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the County for road or other public purposes.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quit Claim Deed, by the aforementioned property owner, conveying to Seminole County the land described therein.

BE IT FURTHER RESOLVED that all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in accompanying exhibit are hereby canceled and discharged.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided by the Clerk for the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County.

BE IT FURTHER RESOLVED that the aforementioned Quit Claim Deed be recorded in the Public Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____A.D., 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

ATTEST:

_____
Carlton Henley, Chairman

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

Prepared under the direction of:
Charles F. Barcus
Program Manager/Right-of-Way
7-24-2007

Document Prepared By:
Fred Pearson III, Project Manager
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 17 day of July, 2007, between New Tribes Mission, Inc., a Florida Non-Profit Corporation whose address is 1000 E. First Street, Sanford, FL 32771, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibits "A-1", & "A-2"

Property Appraiser's Parent Parcel Identification No's:

#32-19-31-300-0220-0000

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

New Tribes Mission, Inc.,
A Florida Non-Profit Corporation

(Sign) _____
Print Name: JAY SCHWICH

_____
Timothy W. Meisel, Treasurer

(Sign) _____
Print Name: Larry G. Bright

(Corporate Seal)

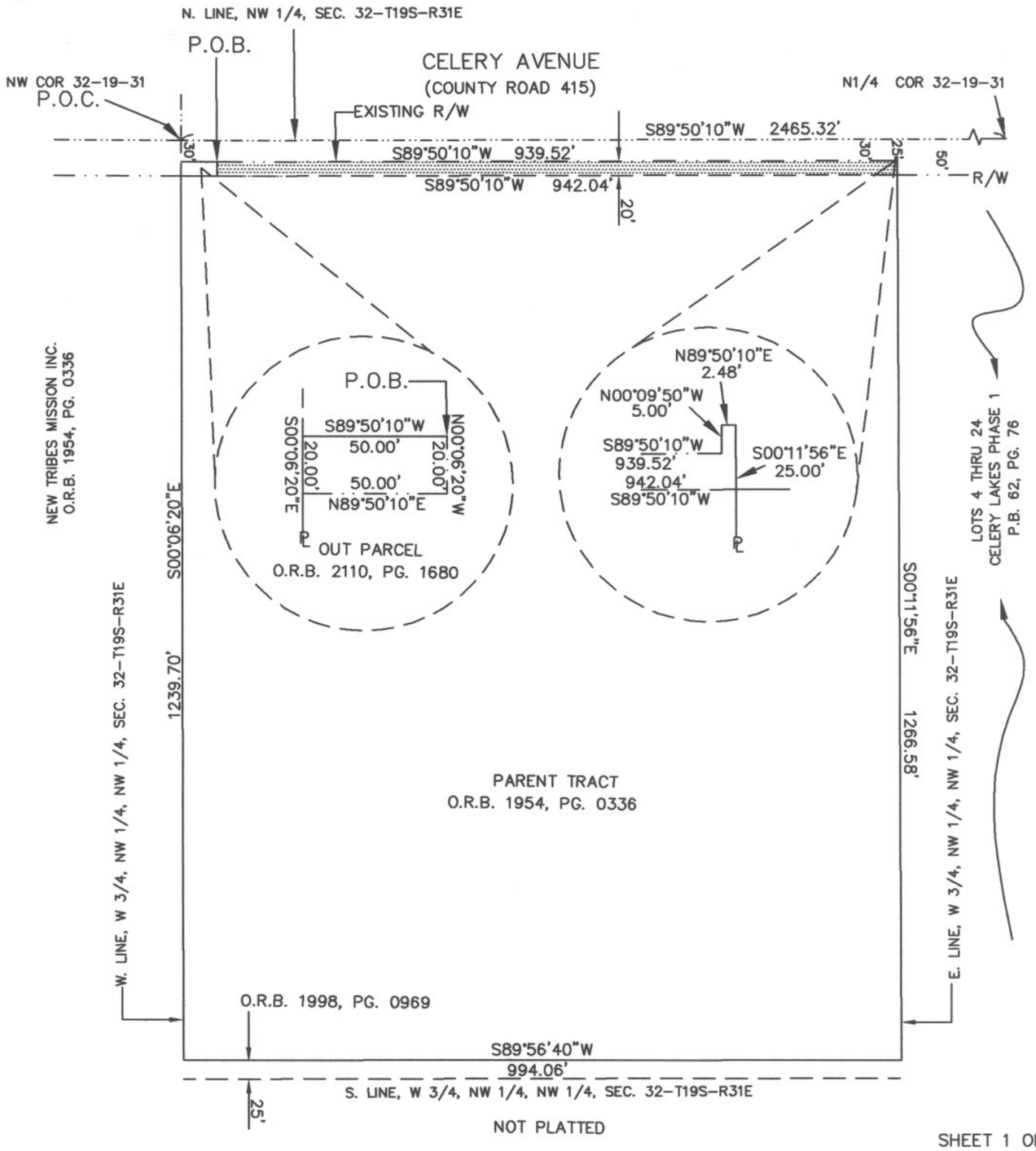
STATE OF FLORIDA)
) SS
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 13th day of July, 2007, by Timothy W. Meisel, Treasurer, who is personally known to me ~~or who has produced~~ _____ as identification and did/~~did not take an oath~~.

DAVID R. BYRON
MY COMMISSION # DD674342
EXPIRES: June 25, 2011
Fl. Notary Discount Assoc. Co.
1-800-3-NOTARY

_____
Print Name DAVID R BYRON
Notary Public in and for the County
and State Aforementioned
My commission expires JUNE 25, 2011

SKETCH OF DESCRIPTION



SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

GARY A. LEISE P.L.S. FLA. CERT.# 4723

LEGEND

△ CENTRAL ANGLE (DELTA)
R – RADIUS
CB – CHORD BEARING
L – ARC LENGTH
C – CHORD
○ SET IRON PIN OR PIPE
∘ FOUND IRON PIN OR PIPE
□ SET CONCRETE MONUMENT
■ FOUND CONCRETE MONUMENT
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.T – POINT OF TERMANATION
R/W – RIGHT OF WAY
D – DEED
C/L – CENTERLINE
UTIL – UTILITY

PB – PLAT BOOK
PG – PAGE (S)
ORB – OFFICIAL RECORDS BOOK
SEC – SECTION – TOWNSHIP – RANGE
PCL – PARCEL
PC – POINT OF CURVATURE
PT – POINT OF TANGENCY
PI – POINT OF INTERSECTION
PCC – POINT OF COMPOUND CURVE
PRC – POINT OF REVERSE CURVE
M – MEASURED
P – PLAT
F – FIELD
C – CALCULATED
P/L – PROPERTY LINE
ESMT – EASEMENT

FIELD DATE: 04/18/07	SCALE: 1"=200'
DATE: 05/25/07	DRAWN BY: L.W.
JOB NAME: 07-018	CHECKED BY:

EXHIBIT "A-1"

LEGAL DESCRIPTION

Commence at the Northwest corner of Section 32, Township 19 South, Range 31 East, Seminole County, Florida; Thence run S00°06'20"E along the West line of the Northwest 1/4 of said Section 32 a distance of 30.00 feet to a point on the Northwest corner of that parcel of land as described in Official Records Book 2110, Page 1680, of the Public Records, Seminole County, Florida; Thence run N89°50'10"E along the North line of said parcel a distance of 50.00 feet to the Point Of Beginning, said point being on the southerly Right-of-Way line of Celery Avenue; Thence run N89°50'10"E along said southerly Right-of-Way line a distance of 939.52 feet; Thence run N00°09'50"W along said southerly Right-of-Way line a distance of 5.00 feet; Thence run N89°50'10"E along said southerly Right-of-Way line a distance of 2.48 feet to a point on the East line of the West 3/4 of the Northwest 1/4 of the Northwest 1/4 of said Section 32; Thence run S00°11'56"E along said East line a distance of 25.00 feet; Thence departing said East line run S89°50'10"W a distance of 942.04 feet; Thence run N00°06'20"W a distance of 20.00 feet to the Point Of Beginning.

Containing 18,853 square feet more or less.

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.
4. DIMENSIONS ARE BASED ON SURROUNDING PLATS.

LEGEND

BEARINGS BASED ON :

THE N. LINE, NW 1/4, SEC. 32-T19S-R31E AS BEING

S89°50'10"W

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 07-018	FIELD DATE: 04/18/07	DATE: 05/25/07	SCALE: 1"=200'	DRAWN BY: L.W.	CHECKED BY:

EXHIBIT "A-2"

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Second Amendment to the Agreement Between the St. Johns River Water Management District and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Mark Flomerfelt **EXT:** 5709

MOTION/RECOMMENDATION:
Approve and authorize the chairman to execute a Second Amendment to the Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project (Contract #SE621AA).

District 3 Dick Van Der Weide Jerry McCollum

BACKGROUND:

The Sediment Control Project addresses water quality in Sweetwater Cove and the Wekiva River. These efforts are pursuant to specific appropriations authorized by the Florida Legislature.

This amendment increases the St. Johns River Water Management District (SJRWMD) funding from $500,000 to $900,000. The original agreement was executed on May 25, 2001, for a three-year term and included $500,000 in district funding. Amendment #1, in May 2004, extended the agreement to May 26, 2006. Change Order #1, executed on May 23, 2006, extended the Agreement to May 26, 2009.

Phase 1 (study), Phase 2 (restoration plan) and Phase 3a, (the first portion of design and construction in the implementation phase) have been completed. Design and permitting of the final Phase 3b of the project, dredging of Sweetwater Cove Lake, is underway. The updated cost estimate for construction totals approximately $1.5 million. The increased reimbursement provided by the Second Amendment is necessary to supplement funding for the updated construction costs.

The balance of funding necessary for construction of the last portion of this project will be provided by the SJRWMD and Seminole County 1 Cent Sales Tax. A Budget Amendment Resolution (BAR #07-86) to recognize the additional reimbursement funding for this budgeted project (Capital Improvement Project #00008302) is going before the Board of County Commissioners concurrently with this agenda item.

STAFF RECOMMENDATION:

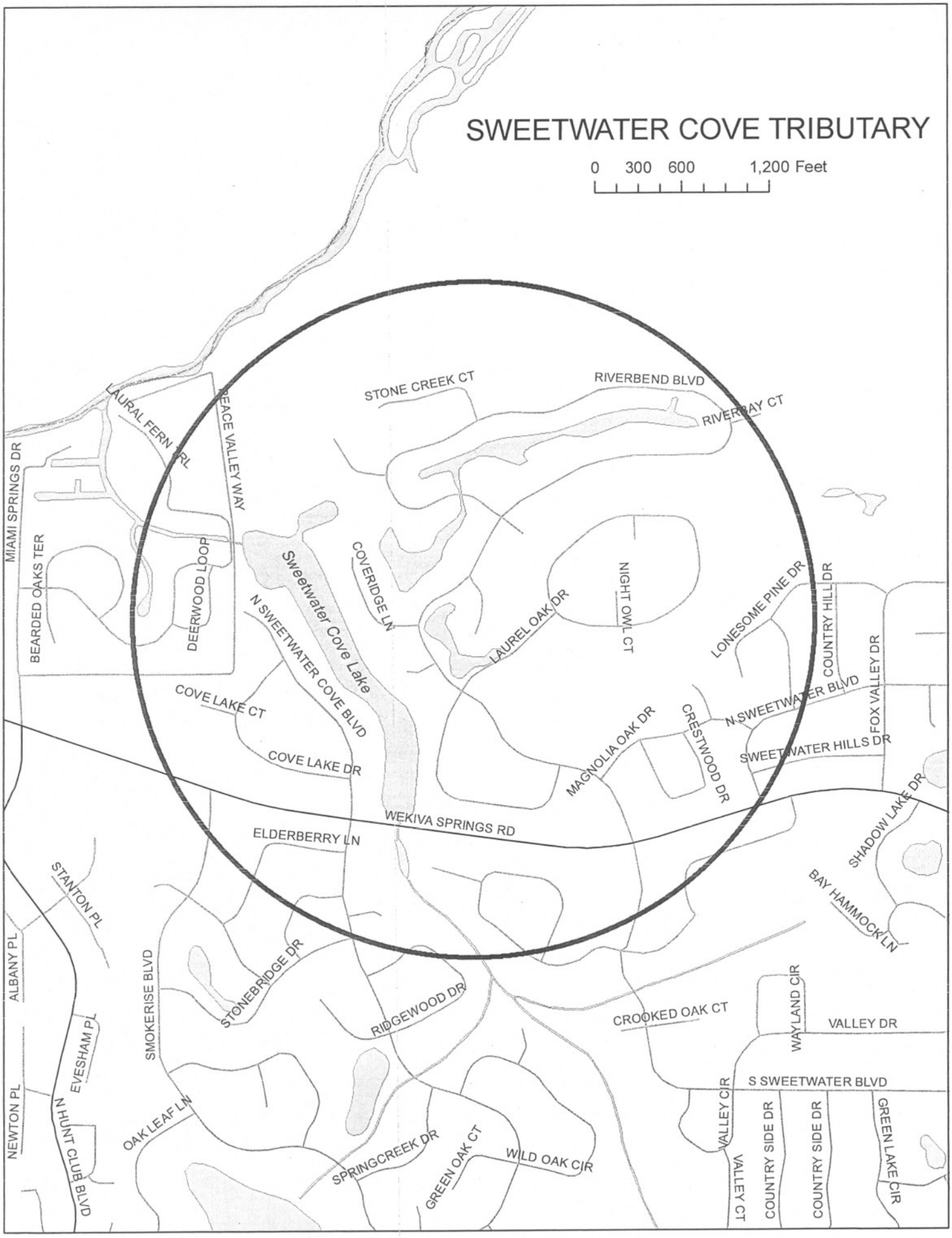
Staff recommends the Board approve and authorize the Chairman to execute a Second Amendment to the Agreement between the St. Johns River Water Management District (SJRWMD) and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project (Contract #SE621AA).

ATTACHMENTS:

1. Location Map
2. Second Amendment to the Agreement
3. First Amendment to Agreement
4. Agreement - Contract #SE621AA

Additionally Reviewed By:

- ☑ County Attorney Review (Matthew Minter)
- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ Grant Review (Jennifer Bero, Lisa Spriggs)


SWEETWATER COVE TRIBUTARY
0 300 600 1,200 Feet
STONE CREEK CT
RIVERBEND BLVD
RIVERBAY CT
LAURAL FERN TRL
PEACE VALLEY WAY
MIAMI SPRINGS DR
BEARDED OAKS TER
DEERWOOD LOOP
Sweetwater Cove Lake
COVERIDGE LN
N SWEETWATER COVE BLVD
NIGHT OWL CT
LAUREL OAK DR
LONESOME PINE DR
COUNTRY HILL DR
FOX VALLEY DR
COVE LAKE CT
COVE LAKE DR
N SWEETWATER BLVD
CRESTWOOD DR
MAGNOLIA OAK DR
SWEETWATER HILLS DR
WEKIVA SPRINGS RD
ELDERBERRY LN
SHADOW LAKE DR
BAY HAMMOCK LN
STANTON PL
ALBANY PL
STONEBRIDGE DR
SMOKERISE BLVD
RIDGEWOOD DR
CROOKED OAK CT
WAYLAND CIR
VALLEY DR
EVESHAM PL
S SWEETWATER BLVD
NEWTON PL
N HUNT CLUB BLVD
OAK LEAF LN
SPRINGCREEK DR
GREEN OAK CT
WILD OAK CIR
VALLEY CIR
VALLEY CT
COUNTRY SIDE DR
COUNTRY SIDE DR
GREEN LAKE CIR

SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY FOR THE SWEETWATER COVE TRIBUTARY PROJECT - WEKIVA RIVER: SEDIMENT CONTROL PROJECT

THIS AMENDMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and SEMINOLE COUNTY ("County"), whose address is 520 W. Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 and is effective on the date the last party has executed same.

WHEREAS, the District and County entered into Agreement SE621AA on May 25, 2001, for the restoration of the Sweetwater Cove Tributary through sediment removal and revegetation: and amended the Agreement on May 24, 2004 (Amendment #1), and May 23, 2006 (Change Order #1)

WHEREAS, the District and County desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and County hereby agree to the following amendments:

1. **ARTICLE I – <u>SCOPE OF WORK</u>:** delete this paragraph and replace it in its entirety with the following:

   "All Work will be performed in accordance with EXHIBIT 'A-2' REVISED SCOPE OF WORK, entitled, 'Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project,'attached hereto and by reference made a part of this AGREEMENT."

2. **ARTICLE II – <u>SCHEDULE OF WORK AND EFFECTIVE DATE</u>:** delete this paragraph B and replace it with the following paragraph:

   "B County will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the Agreement, to prosecute the Work diligently, and to complete the entire Work for use by not later than May 25, 2009, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence."

3. **ARTICLE V. – <u>RESPONSIBILITIES OF COUNTY:</u>** Delete Paragraph E and replace it with the following:

   "E. The County shall be responsible for providing any additional funding required to complete the project. The County shall be responsible for any costs above $900,000."

4. **ARTICLE VI – <u>RESPONSIBILITIES OF DISTRICT</u>:** Delete Paragraph E and replace it with the following:

   "E. Through this AGREEMENT, DISTRICT agrees to provide funding in the amount not to exceed, nine hundred thousand and no/100 dollars ($900,000), for the Sweetwater Cove Tributary sediment removal and remediation project."

5. **ARTICLE VIII – <u>COMPENSATION</u>:** Paragraph A and B shall be deleted and replaced with the following:

"A. **<u>Amount of Funding</u>:** For satisfactory performance of the Work outlined in the Contract for EXHIBIT "A-2", the District agrees to pay County an additional sum not to exceed $400,000, increasing the Contract amount of $500,000 to a total not to exceed amount of $900,000."

"B. **<u>Invoicing Procedure</u>.** All invoices shall be submitted either by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177 or by email to acctpay@sjrwmd.com. **COUNTY shall transmit invoices using only one of the above two methods, but not both.** COUNTY shall submit quarterly itemized invoices in conjunction with quarterly reports based upon the actual Work performed and shall bill as per the Project Budget included in Exhibit "A-2", attached hereto and by reference made a part hereof. All payment requests submitted by the Contractor shall include the following information:

All payment requests submitted by the County shall include the following information:

1. Contract number
2. County's name and address
3. Name of District's Project Manager
4. Name of the County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
   (a) Supporting documentation and copies of invoices if cost reimbursable
   (b) Deliverables submitted and approved
   (c) Project completion documentation
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all Women and Minority Business Enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article."

6. "All references to Exhibit "A-1" shall be deleted and replaced with Exhibit "A-2" – Revised Scope of Work."

The District and County agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Kirby B. Green III, Executive Director, or Designee

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL

_____
Stanley J. Niego, Sr. Assistant General Counsel
092304

SEMINOLE COUNTY

By: _____

_____
Typed Name and Title

Date: _____

Attest: _____

_____
Typed Name and Title

Documents Attached:

Exhibit "A-2" – Revised Scope of Work

Contract #SE621AA
Amendment #2

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.

Date: _____

As authorized for execution by the Board of County Commissioners at their August 28, 2007 regular meeting.

For Use and Reliance of Seminole County Only
Approved as to Legal Form and Sufficiency

_____
County Attorney

SECOND AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR THE
SWEETWATER COVE TRIBUTARY PROJECT – WEKIVA RIVER:
SEDIMENT CONTROL PROJECT

Documents Attached:
Exhibit "A-2" Revised Scope of Work

EXHIBIT "A-2" – REVISED SCOPE OF WORK

SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

I INTRODUCTION/BACKGROUND

The Sweetwater Cove Tributary to the Wekiva River Restoration Project involves the restoration of a 26-acre series of shallow ponds that have become clogged with sediment and nuisance vegetation due to urban runoff and historic wastewater discharges. The Sweetwater Cove Tributary discharges directly to the Wekiva River, just downstream of Wekiwa Springs State Park in Seminole County. The project is a sediment control and surface water restoration project for the 26-acre system of shallow manmade ponds that serves as a stormwater retention and surface water conveyance area for Sweetwater Cove and the contributing areas to the south, with a total of 1150 acres. The tributary historically conveyed treated wastewater to the river, although the wastewater treatment plant has since been upgraded to improve the quality of the discharge and the majority of the flow is now diverted for reuse.

II. OBJECTIVES

The project objectives include development of the Sweetwater Cove Tributary to the Wekiva River Restoration Plan and implementation of the plan. The plan was completed by a consultant to Seminole County in 2005. The overall project objective is to enhance the area with emphasis on improving the quality of water discharging from this system to the Wekiva River.

III. SCOPE OF WORK

The project included development of a restoration plan, which identified 2 elements for construction. Development of the restoration plan and the construction of Element 1 are complete. Element 1 was erosion control in the upstream Sweetwater Creek and creation of a maintainable sedimentation basin. Element 2, dredging and reestablishment of the shoreline of the lakes, is in the final design and permitting stage and is to be constructed once permits are obtained and the project is bid by Seminole County.

IV. TASK IDENTIFICATION

I. Evaluation & Restoration Plan Development

- Phase I – Short Term Evaluation
- Phase Ia – Hydrologic and Nutrient Budget
- Phase II – Restoration Plan Development

II. Restoration Plan Design and Construction

1. Element 1: Erosion and Sediment Control in Sweetwater Creek
- Design and Permitting
- Construction
2. Element 2: Dredging and Revegetation
- Final design, easement acquisition, and permitting
- Construction

V, TIME FRAMES AND DELIVERABLES

I. Evaluation and Restoration Plan Development	Task Complete	August 2005
• Phase I – Short Term Evaluation		
• Phase Ib – Hydrologic and Nutrient Budget		
• Phase II – Restoration Plan Development		
II. Restoration Plan Design and Construction		
1. Element 1	Element #1 Complete	May 2006
• Erosion and Sediment Control in Sweetwater Creek Design and Permitting		
• Erosion and Sediment Control construction		
2. Element 2	Element #2 Estimated Completion May 2009	
• Dredging and Revegetation Final Design and Permitting		
• Dredging and Revegetation Construction		

VI. BUDGET/COST SCHEDULE

District reimbursement amounts to Seminole County are listed below. The County shall pay costs in addition to this. As costs are incurred by the County, invoices shall be submitted on a quarterly basis for reimbursement in relation to this Statement of Work. Project status and information is to be provided to the District's Project Manager through completion of the project construction.

• Evaluation and Restoration Plan Development	
• Phase I & 1b – Short Term Evaluation and Hydrologic and Nutrient Budget	$149,636.80
• Phase II – Restoration Plan Development	$ 92,185.00
• Restoration Plan Design and Construction	
1. Element 1 - Erosion and Sediment Control in Sweetwater Creek	
• Design and Permitting	$ 57,935.00
• Erosion and Sediment Control Construction	Paid by Seminole County & Other Entities
2. Element 2 -	
• Dredging and Revegetation Final Design and Permitting	$ 90,504.62
• Dredging and Revegetation Construction	$509,738.58 or contract balance

FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY FOR THE SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

THIS AMENDMENT is entered into this 25th day of May, 2004, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida 32177 and SEMINOLE COUNTY ("the County"), whose address is 520 W. Lake Mary Blvd., Ste. #200, Sanford, Florida 32773.

WHEREAS, the District and County entered into Contract #SE621AA on May 25, 2001, for the restoration of the Sweetwater Cove Tributary through sediment removal and revegetation; and

WHEREAS, the District and County desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and County hereby agree to the following amendments:

1. **ARTICLE I - SCOPE OF WORK**: delete this paragraph and replace it in its entirety with the following:

   "All Work will be performed in accordance with EXHIBIT 'A-1' – SCOPE OF WORK, entitled, 'Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project,' attached hereto and by reference made a part of this AGREEMENT."

2. **ARTICLE II – SCHEDULE OF WORK AND EFFECTIVE DATE**: delete Paragraph B and replace it with the following:

   "B. The County will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use by not later than May 25, 2006, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence."

3. **ARTICLE V – RESPONSIBILITIES OF COUNTY**: Delete Paragraph C and replace it with the following:

   "C. The County is an independent contractor. Neither the County nor the County's employees are employees of the District. The County shall have the right to control and direct the means and methods by which the Work is accomplished. The County may perform services for others, which solely utilize the County's facilities and do not violate any confidentiality requirements of this Agreement. The County is solely responsible for compliance with all labor and tax laws pertaining to the County, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. The County's duties with respect to the County, its officers, agents, and employees, shall include, but not be limited to: (1) providing workers' compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of

RTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
Eva Rodd
DEPUTY CLERK

all federal, state and local taxes income or employment taxes, and, if the County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of the County's duties hereunder or alter the County's status as an independent contractor."

4. ARTICLE VIII – COMPENSATION: Delete Paragraph B and replace it with the following:

"B. **Invoicing Procedure:** All invoices shall reference Contract #SE621AA and shall be submitted to Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida, 32177. The County shall submit itemized quarterly invoices in conjunction with quarterly reports based upon the actual work performed and shall bill as per the Project Budget included with in Exhibit "A-1" attached hereto, on a cost reimbursable basis. Invoices, which do not correspond to the Project Budget, will be returned to the County without action. Each invoice shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the document requirements described in Comptroller Memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit "B" to this Amendment.

5. Exhibit "A" shall be deleted in its entirety and replaced with the revised Scope of Work – Exhibit "A-1."

The District and County agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth above.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: _____
Kirby B. Green III, Executive Director

APPROVED BY THE OFFICE OF GENERAL COUNSEL

By: _____
Stanley J. Niego, Sr. Assistant General Counsel

SEMINOLE COUNTY

By: _____

_____
Typed Name and Title

Attest: _____

_____
Typed Name and Title

Accepted By:

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

MAY 27, 2004
Date

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Daryl McLain, Chairman
Board of County Commissioners

Date: 6-3-04

As authorized for execution by the Board of
County Commissioners at their
25 May, 2004 regular meeting

The First Amendment to the Agreement Between the St. Johns River Water Management District and Seminole County for the Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project

EXHIBIT "A-1" – REVISED SCOPE OF WORK
SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

I. BACKGROUND

The Sweetwater Cove Tributary discharges directly to the Wekiva River, just downstream of Wekiwa Springs State Park in Seminole County. The Wekiva River is designated as an Outstanding Florida Water and a Federal Wild and Scenic River. The project is a sediment control and surface water restoration project for the 26-acre system of shallow manmade ponds that serves as a stormwater retention and surface water conveyance area for Sweetwater Cove and the contributing areas to the south, with a total of 1150 acres. The tributary historically conveyed 1.9 million gallons of treated wastewater to the river per day. The wastewater treatment plant has since been upgraded to improve the quality of the discharge and the majority of the flow is now diverted for reuse. The sedimentation and nuisance vegetation problem within the Sweetwater Cove Tributary has remained uncontrolled and is in need of restoration including phosphorus reduction, dredging, erosion protection, and revegetation.

II. INTRODUCTION

The Sweetwater Cove Tributary to the Wekiva River Sediment Control Project involves the restoration of a 26-acre series of shallow ponds that have become clogged with sediment and nuisance vegetation due to urban runoff and historic wastewater discharges. The series of ponds creates a system that is a tributary discharging directly to the Wekiva River. The goals of this restoration will be to enhance the area with emphasis on improving the quality of water discharging from this system to the Wekiva River.

Upon the initiation of this project by Seminole County, a phased approach was applied. The first phase included collection and review of historic data, completion of an eight-month monitoring program, and development a hydrologic and nutrient budget and a water quality model for the Sweetwater Cove system. This phase has been completed at a cost of $130,428.60. The next phases will include the development of a restoration plan with alternative evaluation (Phase 2), final design and permitting (Phase 3), and construction (Phase 4).

Seminole County has contracted with their consultant, Environmental Research and Design (ERD), to develop a restoration plan (Phase 2 of the overall project) with alternatives to remove phosphorus from the flows that contribute to the system, excavate excess sediment, control nuisance vegetation, and stabilize the upstream creek. This phase will also include easement identification, public education for adjacent property owners, and cost-benefit analyses for the alternatives. A summary of the findings and recommendations from a study that included development of a hydrologic and nutrient budget is attached for additional information (Attachment #1). The restoration plan development phase will take approximately ten (10) months. Once the County, District, and Advisory Group reach concurrence on the restoration activities and all easements are obtained, the County will proceed in the final design and permitting, and construction phases. The restoration plan development (Phase 2) will cost approximately $100,000 and is underway by Seminole County.

III. TASKS

Phase 1: Collection and review of historic data, completion of a monitoring program, and development of a hydrologic and nutrient budget and a water quality model.
Status: Complete.

Phase 2: Development of a restoration plan with alternative evaluation, easement needs, and a cost-benefit analysis. Status: Start date April or May 2004.

Phase 3: Final design and permitting. Status: After Phase 2.

Phase 4: Construction: Additional funding to be determined.

IV. BUDGET

Phase 1: Collection and review of historic data	$	130,428.60
Phase 2: Develop Restoration Plan	$	100,000.00
Phase 3: Final design and permitting	$	269,571.40
TOTAL	$	500,000.00

Phase 4: Construction: Additional funding to be determined. Will be added by amendment or completed through a separate contract, subject to funding availability and Governing Board approval.

ATTACHMENT #1
EXECUTIVE SUMMARY
FOR THE
SWEETWATER COVE TRIBUTARY
SURFACE WATER RESTORATION PROJECT
PHASE 1B HYDROLOGIC AND NUTRIENT BUDGET

During the period from April 2002 through April 2003, Environmental Research & Design, Inc. (ERD) conducted a study for Seminole County titled "Sweetwater Cove Tributary Surface Water Restoration Project Phase 1B Hydrologic and Nutrient Budget." The purpose of this study was to scientifically evaluate the sources and magnitudes of pollutants in the Sweetwater Cove tributary surface water system and to identify key elements to improve water quality in Sweetwater Cove Lake. The work efforts summarized in this report include:

1. A discussion of the current physical and chemical characteristics of Sweetwater Cove Lake;
2. An evaluation of annual hydrologic inputs into the system from stormwater runoff, baseflow, rainfall, wastewater effluent and groundwater seepage;
3. The development of an annual nutrient budget for each of the individual hydrologic components;
4. The development of a water quality model for Sweetwater Cove Lake to assist in evaluating water quality improvement options;
5. A comparison of estimated water quality improvements resulting from each evaluated treatment option; and
6. The evaluation of erosion potential in Sweetwater Creek.

Historical and Current Conditions within Sweetwater Cove Lake

Sweetwater Cove Lake is a 23-acre urban lake with a highly developed watershed draining an area of approximately 1,150 acres or 28% of the total Big Wekiva Watershed. A 1989 report indicates the lake was in a hypereutrophic condition at that time with very dense growth of duckweed, filamentous green algae, hydrilla, and primrose willow.

A surface water monitoring program was conducted by ERD in Sweetwater Cove Lake from May-December 2002. Mean total nitrogen concentrations measured at four sites ranged from 2,780-4,207 mg/l. Nitrite and nitrate nitrogen forms represented a vast majority of the total nitrogen present in the surface water system. Mean total phosphorus concentrations range from 109-201 mg/l and mean chlorophyll-a concentrations ranged from 21.9-47.8 mg/m^3. These values are indicative of a hypereutrophic lake system.

Sediment monitoring was conducted in the Sweetwater Cove Lake system during September-December 2002 by ERD field personnel. Sediment samples were collected at 35 monitoring sites and measurements of organic sediment thickness were performed at 163 locations within the Sweetwater Cove Lake system. In general, the surface of the upper lake segment is covered with a relatively thin accumulation of organic muck, with thicker accumulations in isolated areas of the southern, middle and northern portions of the upper segment. Organic sediment depths greater than 5 feet were measured at the southern end of the middle section of the upper lake segment. Organic muck accumulations in the middle lake segment ranged from 0-3 feet and depths in the lower lake segment ranged from 0-2 feet. The lake

contains approximately 4,775 cubic yards of unconsolidated organic muck in the upper segment, 292 cubic yards in the middle segment, and 1,548 cubic yards in the lower segment.

Development of a Hydrologic Budget

A detailed evaluation was conducted by ERD of the hydrologic characteristics of the Sweetwater Cove Lake System to provide information necessary for a development of a hydrologic budget for the lake. This evaluation included an eight-month monitoring program for rainfall, surface water inflow and outflows, water surface elevations, and groundwater seepage. Inputs of wastewater effluent into the system were estimated based upon plant records maintained by the Wekiva Hunt Club Wastewater Treatment Plant. Inputs of stormwater runoff were estimated based upon the ICPR model for the Sweetwater Creek drainage basin provided to ERD by Seminole County.

On an annual basis, a total of approximately 5,223 acre-feet of water enters the Sweetwater Cove Lake System. Of this amount, approximately 83% is contributed by Sweetwater Creek including stormwater, baseflow, and wastewater effluent. Direct springflow to Sweetwater Cove Lake contributes an additional 14% on an annual basis.

Approximately 58% of the annual outflow water volume discharges over a concrete weir to the lower lake. An additional 40% discharges through a 30-inch RCP pipe at the northwest end of the upper lake segment. The upper lake segment is estimated to have a mean residence time of approximately 5.1 days. This is an extremely short residence time for an urban lake system. Residence time in the lower lake is estimated to be approximately 1.1 days. These short residence times suggest that the waterbody functions primarily as a wet detention pond rather than a natural lake system.

Development of a Nutrient Budget

Field investigations were performed by ERD to evaluate the chemical characteristics of inflows and outflows of the Sweetwater Cove Lake System under current conditions to provide information necessary for the preparation of a nutrient budget for the lake. A continuous water quality monitoring program was conducted at the 48-inch CMP under Wekiva Springs Road, which represents the point of inflow of Sweetwater Creek into the lake system, at the 30-inch RCP outfall from upper Sweetwater Cove Lake, and at the concrete weir outfall in lower Sweetwater Cove Lake. In addition, samples were collected and analyzed for rainfall, groundwater, and shallow groundwater seepage.

Wastewater effluent is clearly the largest contributor of total nitrogen inputs into the upper lake, contributing 78.8% of the annual loadings. The second largest contributor of total nitrogen is stormwater plus baseflow, which contributes approximately 18.8% of the annual mass input. The largest contributor of total phosphorus into the upper lake system is the combined inputs from stormwater plus baseflow, which contributes 59.2% of the annual mass loadings. Phosphorus inputs from wastewater effluent contribute approximately 26.9% of the annual mass loadings with springflow contributing approximately 10.9%.

Water quality throughout Sweetwater Cove Lake is regulated primarily by inputs from Sweetwater Creek. Inputs from Sweetwater Creek, which includes stormwater plus baseflow as well as wastewater effluent, contribute approximately 97.7% of the annual mass loadings of total nitrogen and approximately 86.1% of the annual mass loadings of total phosphorus into the upper lake segment. Since discharges from the upper segment are primarily responsible for water quality characteristics in the middle and lower segments, the key to improving water quality within the entire lake system is to reduce the nutrient loadings entering the upper segment through Sweetwater Creek.

Evaluated Treatment Options

Since the Sweetwater Cove Lake system is primarily phosphorus-limited, treatment options were evaluated based upon annual total phosphorus loadings and reductions. The first treatment option includes removal of wastewater effluent from Sweetwater Creek. Removal of wastewater effluent from the creek will eliminate approximately 27% of existing total phosphorus loadings to the upper lake system. The second evaluated treatment option includes an overall reduction of 50% of the existing total phosphorus loadings into the upper lake segment including wastewater effluent. The third treatment option includes a 75% reduction in annual phosphorus loadings including wastewater effluent.

The removal of wastewater effluent from Sweetwater Creek will reduce annual hydrologic inputs into the upper lake segment by approximately 36% while reducing phosphorus inputs by approximately 27%. Since the annual hydrologic inputs are reduced to a larger degree than the phosphorus loading, the net result of removal of wastewater effluent from Sweetwater Creek will be an increase in the incoming total phosphorus concentration into the lake through Sweetwater Creek. This will increase the in-lake total phosphorus concentration and result in a slight deterioration in water quality. Removal of 50% of the total Sweetwater Creek phosphorus loadings, including the removal of wastewater effluent, will shift the lake from hypereutrophic to eutrophic conditions with water column clarity improving by approximately 76% compared with current conditions. Removal of 75% of the total phosphorus loadings, including the removal of wastewater effluent, will shift the lake from a hypereutrophic to mesotrophic condition and increase water column transparency by approximately 200%.

The treatment system to achieve the 50% or 75% phosphorus load reduction would be designed and constructed to remove phosphorus and other pollutants from Sweetwater Creek discharges upstream of Sweetwater Cove Lake. Two potential treatment technologies include wet detention and chemical injection with floc settling. Both of these technologies could provide sedimentation for suspended solids removal and processes for particulate and dissolved phosphorus removal.

Modeling was also performed to evaluate the water quality impacts of unconsolidated sediment dredging within the upper lake segment. Removal of these unconsolidated sediments will increase the lake volume by approximately 5%. This additional lake volume will have little impact on the detention time within the lake, resulting in anticipated water quality characteristics that are similar to the options evaluated without unconsolidated sediment dredging.

Since water quality characteristics in the middle and lower segments are regulated primarily by discharges from the upper segment, water quality benefits achieved in the upper lake will also be observed in the middle and lower segments. During the water quality monitoring program, evidence of phosphorus increases were observed during water migration through the middle and lower segments, suggesting that these areas may degrade the water quality characteristics from the upper segment. The middle and lower segments could substantially benefit from sediment dredging to remove accumulated organic material and deepen the water column. In fact, over excavation of the middle and lower segments may actually be beneficial, creating a deeper water column which would discourage the existing condition of excessive plant growth. Deepening these lake segments would also increase the residence times while reducing sediment inputs resulting in water quality improvements for water migrating through these areas rather than a potential decline. In addition, excavation of accumulated sediments and deepening of Sweetwater Creek immediately upstream of Wekiva Springs Road and the upper lake segment immediately downstream of Wekiva Springs Road would provide a natural sediment trap and reduce the growth of nuisance vegetation in those areas.

Sweetwater Creek Erosion Potential

Sweetwater Creek is the primary drainage tributary to Sweetwater Cove Lake extending approximately 1½ miles from Hibiscus Drive to Wekiva Springs Road. Sweetwater Creek includes a number

of segments with varying physical characteristics and hydrologic conditions. A field evaluation of the Sweetwater Cove tributary drainage system was performed from April-June 2002. Significant erosion was observed in the channelized sections of Sweetwater Creek. Much of the eroded creek bed sediment has been deposited immediately upstream and downstream of Wekiva Springs Road. The deposits of eroded soil have increased the potential for the growth of nuisance vegetation in the creek and lake.

ERD utilized the ICPR model titled "Big Wekiva Conditions Analysis", provided by Seminole County, to evaluate erosion potential along Sweetwater Creek. The existing conditions analysis was used to determine peak velocities and related hydrologic information at each of the Sweetwater Creek channel nodes for five different storm events. The modeled storm events include the mean annual (4.3 inches), 10-year/24-hour (6.8 inches), 25-year/24-hour (8.4 inches), 50-year/24-hour (9.5 inches) and 100-year/24-hour (11.4 inches). Due to the sandy soils, moderately sinuous nature and unvegetated bottom condition for a significant portion of Sweetwater Creek, a maximum permissible velocity of two feet per second was selected for evaluation of erosion potential for a 10-year/24-hour design storm.

Four nodes with modeled velocities greater than 2 feet per second were identified for the 10-year/24-hour design storm event. Since these values were calculated using a model, which contained limited field survey information, ERD recommends the County perform a detailed survey of those Sweetwater Creek segments with modeled velocities in excess of the maximum permissible velocity. The detailed survey information can be used to verify the modeled peak velocities for the design storm. Designs can then be completed to stabilize those Sweetwater Creek segments with peak velocities in excess of the permissible velocity or with field observed erosion. Potential stabilization methods include reducing velocities by increasing channel cross-sectional area, installing erosion-control materials, sodding and/or replanting with wetland vegetation.

Recommendations

Based on the analyses completed during Phase 1B of the Sweetwater Cove Tributary Surface Water Restoration Project, the following action items are recommended for consideration:

1. Construction of a supplemental treatment system to remove 50% or 75% of the total phosphorus loading from Sweetwater Creek to Sweetwater Cove Lake.

2. Excavation of accumulated sediment in Sweetwater Creek immediately upstream of Wekiva Springs Road and upper Sweetwater Cove Lake immediately downstream of Wekiva Springs Road.

3. Excavation of middle and lower Sweetwater Cove Lake to a minimum normal water depth of six feet.

4. Stabilization of Sweetwater Creek segments with confirmed peak velocities in excess of two feet per second for the 10-year/24-hour storm event or field observed erosion.

The next phase of the Sweetwater Cove Tributary Surface Water Restoration Project, Phase 2-Restoration Plan, includes the development of a comprehensive surface water restoration plan for the entire tributary system addressing water quality, erosion and sediment control, control of nuisance vegetation and revegetation. Phase 2 will begin with the development of conceptual designs for the various recommendations in conjunction with capital cost, O&M cost, benefit, permitability and public acceptability. Remedial actions will be prioritized based on cost versus benefit and acceptability. Funding sources should be identified and pursued as soon as possible to allow implementation of the recommended actions.

EXHIBIT "B"

Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

Contract #SE621AA

AGREEMENT BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY FOR THE SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("DISTRICT"), whose address is P. O. Box 1429, Palatka, FL 32178-1429, and SEMINOLE COUNTY ("COUNTY"), whose address is 520 W. Lake Mary Boulevard, Ste #200, Sanford, FL 32773.

WITNESSETH THAT:

WHEREAS, DISTRICT is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Wekiva River; and

WHEREAS, DISTRICT has determined that its needs will be best served by entering into a COST SHARE AGREEMENT for services that can be provided by COUNTY.

NOW THEREFORE, in consideration of the payments here specified and which DISTRICT agrees to make, COUNTY agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Sweetwater Cove Tributary Project – Wekiva River, Contract #SE621AA. COUNTY agrees to complete the Work in conformity with the Contract Documents and all attachments as defined herein and on file at the St. Johns River Water Management District. The Contract Documents consist of the following items, including all modifications thereof incorporated in the Documents before their execution: AGREEMENT; EXHIBIT "A" - Scope of Work; and all attachments hereto. All attachments and Contract documents are part of this AGREEMENT as fully and with the same effect as if they had been set forth at length in the body of this AGREEMENT.

ARTICLE I - SCOPE OF WORK

All Work will be performed in accordance with EXHIBIT "A", SCOPE OF WORK, entitled, "Sweetwater Cove Tributary to the Wekiva River: Sediment Control Project," attached hereto and by reference made a part of this AGREEMENT.

ARTICLE II - SCHEDULE OF WORK AND EFFECTIVE DATE

A. The effective date of this AGREEMENT shall be this 25 day of MAY, 2001.

B. COUNTY will be required to commence work under the Contract within fifteen (15) calendar days after the effective date of the AGREEMENT, to prosecute the Work diligently, and to complete the entire Work for use within three (3) years of the Effective Date of the AGREEMENT, unless the date is extended by mutual agreement of the parties hereto. Time is of the essence.

Post-it® Fax Note 7671	Date 11-5-01	# of pages ▶ 21
To Ed Torres	From Mary Brabham	
Co. Dept.	Co.	

ARTICLE III - TERM

This AGREEMENT shall expire at 12:00 midnight on the sixtieth day after the completion of the Work in accordance with the date established under ARTICLE II above.

ARTICLE IV - LIABILITY AND INSURANCE

A. Each party to the AGREEMENT is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat. (1999).

B. If COUNTY fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, DISTRICT may avail itself of any or all remedies at law and as provided in the Contract and shall have the right and power to proceed in accordance with its provisions.

C. Each party shall also acquire and maintain throughout the term of this AGREEMENT such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

D. COUNTY hereby certifies to DISTRICT that the Work to be performed pursuant to this AGREEMENT does not and will not infringe on any patent rights.

ARTICLE V - RESPONSIBILITIES OF COUNTY

A. COUNTY's Project Manager shall be Mark Flomerfelt, P.E., Stormwater Director, or his designee.

B. COUNTY shall follow the verbal and written direction of DISTRICT's Project Manager assigned to the work. All work authorized may be stopped by DISTRICT's Project Manager at any point, which shall not result in loss of payment to COUNTY for services performed up to the time the Work has ceased in accordance with this Contract. If COUNTY fails to perform under terms of this Contract, DISTRICT may elect to have COUNTY cease work until corrections are made at no additional cost to DISTRICT and with no allowance for extension of time or to terminate if COUNTY fails or refuses to comply with the terms of this AGREEMENT.

C. COUNTY certifies it is an independent contractor and not DISTRICT's employee, nor are any of COUNTY's employees performing work under this AGREEMENT, DISTRICT employees.

E. In the event project costs exceed the $500,000 authorized in Article VIII, Paragraph A, then the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to complete the project.

ARTICLE VI - RESPONSIBILITIES OF DISTRICT

A. DISTRICT's Executive Director designates Mary Brabham as Project Manager for purposes of directing COUNTY and maintaining coordination and review of the work. The Project Manager shall have sole and complete responsibility to transmit instructions, receive information, approve invoices, interpret and communicate DISTRICT policies and decisions with respect to all matters pertinent to COUNTY's services. The Project Manager and, as appropriate, other DISTRICT employees shall meet with COUNTY as necessary to provide decisions for the duration of the Work, as well as to review and comment on interim reports. No actions outside the Scope of Work shall be initiated by COUNTY without prior written authorization of the project manager; however emergency situations requiring action within less than twenty-four (24) hours may be granted verbally by the Project Manager and followed up in writing within seventy-two (72) hours.

B. DISTRICT shall be available to COUNTY to respond to questions regarding the project.

C. As is further specified in this AGREEMENT, DISTRICT shall provide timely reviews of any and all invoices and deliverables related to this AGREEMENT submitted by COUNTY.

D. Upon the satisfactory completion of the Work, DISTRICT will provide a written statement to COUNTY accepting all deliverables.

E. Through this AGREEMENT, DISTRICT agrees to provide funding in the amount not to exceed, five hundred thousand and no/100 dollars ($500,000), for the Sweetwater Cove Tributary sediment removal and remediation project.

ARTICLE VII - DELIVERABLES

A. **Deliverables:** COUNTY shall deliver all services, products, and deliverables as stated in the Contract.

B. **REPORTS:** COUNTY shall submit quarterly reports to DISTRICT's Project Manager in a form approved by the Project Manager. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with DISTRICT's standard software products. DISTRICT's standard office automation products include the Microsoft® Office Suite (WORD, EXCEL, ACCESS, and POWERPOINT). Other formats may be accepted, if mutually agreed upon by DISTRICT's Project Manager and Chief Information Officer.

ARTICLE VIII - COMPENSATION

A. **Amount of Funding:** For satisfactory performance of the Work outlined in the Contract, DISTRICT agrees to pay COUNTY a sum in the amount not to exceed five hundred thousand and no/100 dollars ($500,000).

B. **Invoicing Procedure:** All invoices shall reference the Contract Number provided on the first page of this AGREEMENT and shall be submitted to Director, Division of Financial Management, P. O. Box 1429, Palatka, Florida, 32178-1429. COUNTY shall submit itemized quarterly invoices based upon the actual work performed and will be paid on a cost reimbursable basis.

C. **Payments**: DISTRICT shall pay COUNTY one hundred percent (100%) of each approved invoice within thirty (30) days of presentation. Payments due and unpaid under this AGREEMENT shall not bear interest.

D. **Travel:** Travel expenses must be submitted on DISTRICT or State of Florida Travel Forms. DISTRICT shall pay COUNTY all travel expenses pursuant to Exhibit "B" – DISTRICT Travel Policy, attached hereto, and by reference made a part hereof. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the Project Budget.

E. **Release:** COUNTY agrees that acceptance of the payment, shall be considered as a release in full of all claims against DISTRICT or any of its members, agents, and employees, arising out of, or by reason of, the Work done and materials furnished under this AGREEMENT. Prior to, or in conjunction with final payment, DISTRICT shall review and determine that COUNTY has fully and satisfactorily completed the required Work under this AGREEMENT. If DISTRICT determines that COUNTY has complied with the terms and conditions of this AGREEMENT, then acceptance of final payment by COUNTY shall be considered as a release in full of all claims by DISTRICT against COUNTY, or any of its members, agents and employees, arising out of, or by any reason of, the Work to be done and materials furnished under this AGREEMENT.

ARTICLE IX - OWNERSHIP OF DOCUMENTS

A. Ownership and copyright to all reports and all accompanying data (in all formats) produced pursuant to this AGREEMENT shall be vested in DISTRICT and COUNTY. COUNTY shall include language in all subcontracts, which clearly indicates that Ownership and Copyright to all materials produced pursuant to this AGREEMENT shall remain with DISTRICT and COUNTY.

B. Any source documents or any other documents or materials developed, secured or used in the performance of this contract shall be considered property of DISTRICT and shall be safeguarded by COUNTY. The original documents or materials, excluding proprietary materials, shall be provided to DISTRICT upon the expiration or termination of the contract, as outlined in the scope of work, or upon request of DISTRICT.

ARTICLE X - SUBCONTRACTING

A. COUNTY shall not sublet, assign, or transfer any work under this AGREEMENT without the written consent of DISTRICT. When applicable, and upon receipt of such

consent in writing, COUNTY shall cause the names of the firms responsible for such portions of the work to appear on the work.

B. COUNTY agrees to notify DISTRICT of all subcontracts no less than ten (10) calendar days prior to the effective date of the subcontracts for the purpose of approval. COUNTY agrees to provide DISTRICT with an executed copy of all subcontracts within ten (10) calendar days after the effective date of the subcontract.

C. COUNTY agrees to be responsible for the fulfillment of all work elements included in the subcontracts and agrees to be responsible for the payment of all monies due under any subcontract and hold DISTRICT harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing in this AGREEMENT shall create any contractual relationship between any subcontractor and DISTRICT.

ARTICLE XI - CHANGES IN SERVICE REQUIREMENTS

DISTRICT and COUNTY may at any time, by mutual written agreement in the form of an amendment to this AGREEMENT, make changes within the general scope of this AGREEMENT in the services or work to be provided. Neither party to this AGREEMENT shall unreasonably withhold consent to any written amendment to this AGREEMENT.

ARTICLE XII - INTEREST OF COUNTY

Unless otherwise declared in an addendum, COUNTY certifies that no officer, agent, or employee of DISTRICT has any material interest (as defined in Chapter 112, Fla. Stat., as amended) either directly or indirectly, in the business of COUNTY to be conducted here, and that no such person shall have any such interest at any time during the term of this AGREEMENT.

ARTICLE XIII - CANCELLATION

Each party to this AGREEMENT reserves the right to unilaterally cancel this AGREEMENT for refusal by the other party to allow public access to all documents, papers, letters, or other material related to this AGREEMENT and subject to the provisions of Chapter 119, Fla. Stat., as amended.

ARTICLE XIV - ASSIGNMENT

COUNTY shall not assign the Contract or sublet it as a whole without the written consent of DISTRICT nor shall COUNTY assign any moneys due or to become due to it hereunder, without the previous written consent of DISTRICT.

ARTICLE XV - AUDIT: ACCESS TO RECORDS

A. COUNTY agrees that DISTRICT or its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this AGREEMENT, have access to examine any of COUNTY's books, documents, papers, and records involving transactions related to this AGREEMENT. COUNTY agrees that payment(s) made under this AGREEMENT shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

B. COUNTY shall refund by check, payable to DISTRICT, the amount of any reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until three (3) years after completion of the Work and submission of a final invoice, whichever is sooner. COUNTY will provide proper facilities for access to and inspection of all required records.

ARTICLE XVI - CIVIL RIGHTS

Pursuant to Chapter 760, Fla. Stat., COUNTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap or marital status.

ARTICLE XVII - NON-LOBBYING

Pursuant to Section 216.347, Fla. Stat., COUNTY hereby agrees that monies received from DISTRICT on this Contract will not be used for the purpose of lobbying the Legislature or any other state agency.

ARTICLE XVIII - CONFLICTING EMPLOYMENT

COUNTY agrees that at the time of execution of this Contract it has no retainer or employment AGREEMENT, oral or written, with any third party relating to any matters which adversely affect any interest or position of DISTRICT. COUNTY shall not accept during the terms of this Contract any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of DISTRICT.

Notwithstanding the foregoing paragraph, COUNTY may accept retainers from or be employed by third parties whose interests appear conflicting or inconsistent with those of DISTRICT if, after full written disclosure of the facts to DISTRICT, DISTRICT determines that the apparent conflict shall not interfere with the performance of the Work by COUNTY.

ARTICLE XIX - TERMINATIONS

A. Termination for Default: This AGREEMENT may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its

obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity for consultation with the other party prior to termination.

B. Termination for Convenience: This AGREEMENT may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty (30) calendar days written notice delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.

C. If termination for COUNTY's default is effected by DISTRICT, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for unperformed services, and (2) any payment due to COUNTY at the time of termination shall be adjusted to cover any additional costs to DISTRICT because of COUNTY's default. If termination for DISTRICT's default is effected by COUNTY, or if termination for convenience is effected by DISTRICT, the equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by COUNTY up to the termination date.

D. Upon receipt of a termination action under paragraphs "A" or "B" above, COUNTY shall:

(1) Promptly discontinue all affected work (unless the notice directs otherwise), and
(2) Deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by COUNTY in performing this AGREEMENT, whether completed or in process.

E. Upon termination under Paragraphs "A" or "B" above, DISTRICT may take over the work or may award another party a contract to complete the work.

F. If, after termination for failure of COUNTY to fulfill contractual obligations, it is determined that COUNTY had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of DISTRICT. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE XX - GOVERNING LAW

This AGREEMENT shall be construed and interpreted according to the laws of the State of Florida.

ARTICLE XXI - 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, DISTRICT and COUNTY, have contributed substantially and materially to the preparation hereof.

ARTICLE XXII - ENTIRE AGREEMENT

This AGREEMENT upon execution by COUNTY and DISTRICT, and the contract documents constitute the entire Agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted in this AGREEMENT. COUNTY agrees that no representations have been made by DISTRICT to induce COUNTY to enter into this AGREEMENT other than as expressly stated by this AGREEMENT. This AGREEMENT cannot be changed orally, nor by any means other than written amendments referencing this AGREEMENT and signed by all parties.

IN WITNESS WHEREOF, the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT has caused this contract to be executed in its name by its Executive Director and SEMINOLE COUNTY has caused this contract to be executed in its name by its duly authorized representatives, and, if appropriate, has caused its seal to be attached, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

By: _____
Henry Dean, Executive Director

SEMINOLE COUNTY

SEE PAGE 8(a)

By: _____

_____
Typed Name and Title

Attest: _____

_____
Typed Name and Title

(SEAL)

APPROVED BY THE OFFICE OF GENERAL COUNSEL

_____
John W. Williams, Deputy General Counsel
St. Johns River Water Management District

ATTEST:

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

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

Howard Bernstein, Assistant County Attorney

5/23/01
Date

SJWMD & SC Sweetwater
Cave Tributary

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Dick Van Der Weide, Chairman

Date: 5-25-2001

As authorized for execution by the Board of
County Commissioners at their
May 22, 2001 regular meeting

EXHIBIT "A" - SCOPE OF WORK

MIDDLE ST. JOHNS RIVER BASIN INITIATIVE: SWEETWATER COVE TRIBUTARY TO THE WEKIVA RIVER: SEDIMENT CONTROL PROJECT

SECTION 1: BACKGROUND

The Sweetwater Cove Tributary discharges directly to the Wekiva River, just downstream of Wekiva Springs State Park in Seminole County. The Wekiva River is designated as an Outstanding Florida Water and a Federal Wild and Scenic River. The project is a sediment control and surface water restoration project for the 26-acre system of shallow manmade ponds that serves as a stormwater retention and surface water conveyance area for Sweetwater Cove and the contributing areas to the south. The tributary historically conveyed 1.9 million gallons of treated wastewater to the river per day. The wastewater treatment plant has since been upgraded to improve the quality of the discharge, although the sedimentation and nuisance vegetation problem within the tributary has remained uncontrolled and is in need of restoration including dredging, erosion protection, and revegetation.

SECTION 2: INTRODUCTION

The Sweetwater Cove Tributary to the Wekiva River Sediment Control Project involves the restoration of a 26-acre series of shallow ponds in an urbanized area that have become clogged with sediment and nuisance vegetation due to urban runoff and historic wastewater discharges. The series of ponds creates a system that is a tributary discharging directly to the Wekiva River. The goals of this restoration will be to restore the area with emphasis on improving the quality of water discharging from this system to the Wekiva River.

SECTION 3: TASKS

1. Evaluation of the available information and coordination with the Seminole County, District, FDEP, Aquatic Preserve Manager, Homeowner's Association, Friends of Wekiva River, and Sanlando Utilities to identify the best alternative for remediation of the waterway. Excess sediment, vegetation harvesting, and revegetation, are among the items that should be considered in this alternative evaluation. Matching funds should be evaluated as available.
2. Provide a specific plan of action, including phasing for the project.
3. Complete the design and obtain all necessary permits for the work.
4. Carry out construction phase(s) as allowed by the available funding.

EXHIBIT "B" - ADMINISTRATIVE DIRECTIVE

TRAVEL AND PER DIEM

Number: 2000-02
Effective Date: 12/01/99

PURPOSE

The purpose of this administrative directive is to implement District Policy # 2000-01 and provide guidance in acquiring travel authorizations, determining eligible expenditures, obtaining travel advances and receiving reimbursements while providing for efficient travel. This directive provides an organized source of information regarding District policies and related guidelines that are required to initiate, authorize and document travel expenditures in conformity with Florida Statutes.

I. GENERAL

Section 112.061, Florida Statutes, shall govern the travel of District travelers including all employees and Governing Board members and shall be applied uniformly throughout the entire District. Requirements in this Administrative Directive are in all respects intended to comply with Section 112.061, Florida Statutes.

The Department of Banking and Finance has promulgated rules and regulations in Chapter 3A-42, Florida Administrative Code, that govern the payment of travel expenses by State agencies. As a political subdivision of the State these travel rules do not apply to the District, however, it is our intention to use the requirements contained in Chapter 3A-42, Florida Administrative Code as a guideline, providing that it does not conflict with District Policy.

It is the ultimate responsibility of the Department Director to verify compliance with District travel Policy and Administrative Directive.

All employees shall exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business.

The effective date of this administrative directive is December 1, 1999.

II. DEFINITIONS

For purposes of this directive, the following words shall have the meaning indicated:

A. Actual Point of Origin – the geographic location where the travel begins, which is other than the "point of origin" as defined in this section.

B. Authorized Traveler – Any person with authorization to incur travel in the performance of official District business and who falls into one of the following categories:

1) Governing Board member,

2) Employee of the District including part-time and shared positions as well as OPS, student, intern and temporary agency employees,

3) A person who is a candidate for a position and travel expense reimbursement has been approved by the Department Director in accordance with Policy 99-08,

4) A person requested to incur time and services as a volunteer, contractor, consultant, advisor, visitor , or state and federal representatives, or

5) Other persons as approved by the Executive Director.

C. Class of Travel – The following classes of travel are defined as:

1. Class A is continuous travel of 24 hours or more away from official headquarters overnight. This is calculated based on four equal six hour quarters representing a calendar day. The quarters are divided as follows:

12:00 midnight	to	6:00 a.m.
6:00 a.m.	to	12:00 noon
12:00 noon	to	6:00 p.m.
6:00 p.m.	to	12 midnight

2. Class B is continuous travel of less than 24 hours away from official headquarters overnight. This is calculated based on four equal six hour quarters beginning at the hour of departure. For example, if travel begins at 5:00 p.m. the first quarter begins at 5:00 p.m. and ends at 11:00 p.m.

3. Class C is travel for short or day trips where the traveler is not away from official headquarters overnight.

D. Common Carrier – Train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.

E. Conference/Convention – the coming together of a large number of persons with a common interest or interests for the purpose of accomplishment, deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel. In addition, a conference does not mean any workshop or meeting of agency or interagency personnel with the public for the purpose of conducting District business.

F. Executive Director – The Executive Director, Assistant Executive Director, the Deputy Executive Director or acting Executive Director

G. Local Area – Within a fifty-mile radius of the traveler's official headquarters or residence, whichever is closer.

H. Map Mileage – Mileage computed (when using a privately owned vehicle for official District business) from the traveler's point of origin to the point of destination (see definitions below) as displayed on the current map of the State of Florida Dept. of Transportation or web site (www.dot.state.fl.us/SurveyingAndMapping/mileage.asp). The District will also provide a list of established mileages for frequently traveled to destinations. If these methods are not available MapBlast (www.mapblast.com) may be used to compute the mileage between the two cities or towns.

I. Official Headquarters – An employee's official headquarters is the city or town in which their assigned District office or field station is located. The official headquarters for Governing Board members is their residence.

J. Point of Destination – The geographic location (city or town) of (or nearest to) the travel destination for official District business.

K. Point of Origin – The geographic location (city or town) of (or nearest to) the traveler's official headquarters or the geographic location (city or town) where travel begins, whichever is lesser distance from the destination.

L. Travel Authorization Request (TAR) – To be completed by a traveler prior to incurring travel to a conference, convention or any out of state travel. A traveler requesting travel involving commercial or charter aircraft, a rental vehicle, or a travel advance must also complete a TAR. The form is available through the District.

M. Travel Expense Voucher – A travel expense voucher is required to be submitted when requesting travel expense reimbursement or when settling a travel advance. The form is available through the District.

N. Vicinity Mileage –The actual mileage driven on official District business that is in excess of the computed map mileage and/or mileage driven within the local area of the traveler's official headquarters or within the geographic location of the traveler's destination. Vicinity mileage necessary for the conduct of official District business is allowable and should be shown as a separate item on the travel expense voucher.

III. AUTHORITY FOR TRAVEL

A. Approval Requirements

1. All travel requires authorization and approval by the traveler's supervisor or Department Director. Written authority for all conference, convention and out of state travel, as well as travel involving commercial or charter aircraft, rental vehicles or travel advances, shall be obtained prior to incurring travel expenses and must be approved by the Executive Director or designee. Travelers shall obtain that written approval by completing a Travel Authorization Request (TAR) form, submitting it for Department approval then forwarding the approved TAR to the Administrative Program Manager in the Department of Administration. The Executive Director may exempt the completion of a TAR for staff conducting District business out of state on a case by case basis. The original TAR will be returned to the traveler when all approvals are received.

2. An individual Department/Office director may optionally require a TAR as a procedure within his or her own area of responsibility.

B. Limitations for Reimbursement – The authorized traveler shall limit travel expenses to those necessary, ordinary, and incidental expenses of travel in accordance with District policy and Florida Statutes. The traveling individual shall be reimbursed based on the cost of the most efficient and economical mode of travel.

IV. JUSTIFICATION FOR TRAVEL

TAR's shall contain justification for travel and an explanation of benefits accruing to the District. In addition, see Section V below related to justification for eight or more employees attending a conference or convention.

V. CONFERENCES AND CONVENTIONS

A. Advanced Approval - All District travelers must have travel to conferences or conventions approved in advance by submitting a TAR.

B. Criteria for Attendance

1. No District funds shall be expended on conferences or conventions unless:

   - The main purpose of a conference or convention is in connection with the official business of the District and directly related to the performance of the statutory duties and responsibilities of the St. Johns River Water Management District (SJRWMD) and

   - A conference or convention provides a direct educational or other benefit supporting the work and public purpose of the employee and the SJRWMD.

2. Attendance at a conference or convention may also be authorized when a District employee has been requested by the sponsoring organization to participate in the program of the conference or convention and the program is related to the work of the District.

3. Employees seeking reimbursement for travel expenses when submitting research papers, abstracts, posters, etc. must receive written approval from their supervisor before making any travel commitments.

C. Conference/Convention Fees

1. A copy of the registration form, program or agenda of the conference/convention itemizing the registration fees and any meals or lodging included in the registration fee shall be attached to the TAR.

2. No one shall be reimbursed for any meal or lodging included in a conference or convention registration fee paid by the District. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. A continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.

3. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

D. Advance Approval for Eight or More Attendees – In instances where eight or more employees from the District will be attending the same conference or convention, advance written approval is required to be obtained from the Executive Director or designee. The memo seeking approval shall include the names of all individuals attending, the public purpose to be served and an estimate of expected costs. A signed copy of the approval must be attached to each traveler's TAR and Travel Expense Voucher.

VI. AUTOMOBILE

A. Requirements for Operating Vehicle – An employee operating a motor vehicle on District business shall have a valid driver's license appropriate for the vehicle being operated.

B. Approval to Use Private Vehicle – Written approval to use a private vehicle for District business is only required if the vehicle is being used in connection with out-of-state travel. The approval is obtained by completing the private vehicle information on the TAR. Mileage reimbursement for out of state travel shall not exceed the cost of round-trip coach airfare plus necessary ground transportation. The traveler must submit documentation supporting this comparison.

C. Insurance Requirements – An employee operating a personal motor vehicle on District business must have insurance on the motor vehicle as required by State law and their personal insurance carrier.

D. Reimbursement for Use of Privately Owned Vehicle – The District shall provide and the traveler is entitled to receive reimbursement for the use of a privately owned vehicle for official District business based on mileage allowed (see Computing Mileage Reimbursement) at a fixed rate per mile according to Florida Statutes.

E. Passenger Safety Requirements – All occupants riding in District owned, leased or rented vehicles and all personal vehicles operated on District business shall properly utilize the seat belts or occupant restraint system provided. Failure to use seat belts or occupant restraint systems as required by State law will be considered improper use of a motor vehicle and subject the employee to disciplinary action. Workers' compensation benefits may be reduced if the employee's failure to use seat belts contributes to the injuries received in an accident.

F. Responsibility for Fines and Penalties – Fines and penalties resulting from failure to comply with applicable laws shall be the personal responsibility of the motor vehicle operator.

G. Reimbursement Requirements

1. The traveler may only claim mileage and incidental expenses incurred for official District business by a usually traveled route from the point of origin to the point of destination. If travel begins before traveler's regular beginning work time or after traveler's regular ending work time, the point of origin may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.

2. If the return travel ends before traveler's regular beginning work time or after traveler's regular ending work time; the point of destination may be the traveler's residence, provided that miles claimed may not exceed the miles actually driven.

3. Under no circumstances may a traveler be reimbursed for travel between their residence and official headquarters.

VII. TRANSPORTATION

A. Authorized Transportation – The mode of transportation authorized for a particular trip is that which is most efficient and economical to the District considering productivity, length of travel, time of travel, destination, number of travelers and required mission.

B. Travel Routes – All travel must be by a usually traveled route as required by the Florida Statutes based on the choices of a reasonable and prudent traveler. If an employee travels by an indirect route for personal convenience, the extra cost shall be borne by the employee and reimbursement for expenses shall be based on such charges as would have been incurred had the employee traveled a usually traveled route.

C. Transportation Arrangements – Except in an emergency, travel by air, train or bus should be made in advance through the District's approved travel agency. The travel arranger shall include travel details on a purchase requisition as soon as possible after reservations are made. The State contract rate should be utilized when it results in a savings to the District.

If the traveler purchases common carrier tickets through other than the District travel agency, reimbursement will be made on the Travel Expense Voucher after the trip has been completed. If the State contract rate is not used, justification shall be included with the reimbursement request.

D. Travel by Air – Scheduled commercial flights are desired over charter flights if schedules and proximity of airports allow practical use. As a rule of thumb the distance to the travel destination should exceed 200 miles before the aircraft mode of transportation is considered.

All travelers are encouraged to take advantage of special discounted airline tickets, commonly referred to "super saver" tickets, where certainty of travel is high. However, the use and risk of special discounted airline tickets should be carefully considered. Although the savings realized from the use of such tickets may be considerable, travelers shall also keep in mind that the penalties for cancellation of the tickets are generally substantial.

District funds may be used to pay penalties for changes or cancellations of discounted tickets only if the cause of the change/cancellation is in the best interest of the District. The traveler must include justification when payment of penalties is requested.

If the ticket is canceled for the personal convenience of the traveler, the cancellation penalty is considered a personal cost and the traveler shall deduct the penalty from other amounts incurred and not request reimbursement from the District.

Travelers are required to contact the District's Administrative Program Manager or the purchasing office regarding disposition of any unused tickets.

If a traveler incurs any additional costs due to overbooking or any other action of an airline, and the traveler chooses to have such costs paid directly or indirectly by the District, then any compensation received by the traveler from the airline for the travelers inconvenience, shall accrue to the benefit of the District. If no additional costs are incurred, then any compensation received for the traveler's inconvenience shall accrue to the traveler. To determine if additional costs are incurred, the compensation to the traveler and travel costs must be considered.

Use of any charter, except for surveillance flights, shall be limited to $800 per hour flight time charge. Costs associated with the use of private aircraft shall be limited to those allowed for in the Florida Statutes. Use of surveillance flights for District purposes shall follow District procurement policy. The Executive Director or designee shall approve all charter or private aircraft expenditures.

E. Rental Vehicles

1. District travel arrangers and purchasing agents are responsible for arranging for the rental of motor vehicles when necessary.

2. The traveler shall use the State of Florida's current motor vehicle rental contract in effect at the time of travel unless unexpected circumstances justify otherwise. In the event that the traveler fails to justify use of other than a State contract, any additional cost may be borne by the traveler. However, if a less expensive alternate rental agreement is arranged, no justification is necessary. Rental motor vehicles shall be Class B – Compact except when the number of passengers or the amount of material makes use of a compact motor vehicle impractical.

3. Primary insurance coverage is provided only if the State contract is utilized. The car rental company assumes all fire, accident and collision losses. Collision Damage or Loss Damage Waiver fee is not authorized or reimbursable.

4. Rental vehicles will not be authorized when traveling by air to a conference or convention, and when staying at or near the conference or convention hotel. The Executive Director or designee may approve exceptions, in advance of the travel, on the TAR.

5. Fuel expenses for motor vehicles rented in Florida under the State contract will not be reimbursed by the District. The traveler shall request reimbursement for the fuel from the rental agency upon returning the vehicle.

F. Reimbursement for Personal Use of Rental Vehicle – Personal use of rental vehicle shall be subtracted from the total cost of the rental in determining the cost to the District. Travelers

shall be responsible for payment of all personal use cost associated with a vehicle rental for official District business.

G. Gratuitous Transportation – When a traveler is gratuitously transported, the traveler shall indicate on the travel expense voucher that transportation was complimentary or "comp."

VIII. COMPUTING MILEAGE REIMBURSEMENT

A. Mileage Rates – No mileage will be allowed for travel between an employee's home and the employee's official headquarters.

1. The rate allowed for mileage when using personal automobiles on official District business is as provided for in the Florida Statutes. The District will establish mileage allowances for frequently traveled routes (Service Centers, Field Stations, etc.). The most current listing is available through the District. If no established mileage allowances exists between the point traveled, map mileage (see Definitions) should be used. If one of the web sites is used to calculate mileage, a copy of that page should be printed and attached to the travel expense voucher.

2. Vicinity mileage shall be shown as a separate item on the travel expense voucher and should be authorized by the traveler's supervisor. If vicinity mileage exceeds 25 miles per day, justification must be included on the travel expense voucher. When a TAR is required, it should include any estimated vicinity mileage.

3. Mileage allowances shall be shown on the travel expense voucher from point of origin to point of destination. Only mileage actually incurred may be charged.

B. Vehicle Sharing – When two or more employees are traveling from the same official headquarters, it is recommended that the employees travel in the same vehicle. The employee who provides the vehicle will be reimbursed the regular mileage allowance.

IX. RATES OF PER DIEM AND ALLOWANCE FOR SUBSISTENCE

A. Classes of Travel

1. Class A Travel - An authorized traveler may be allowed either of the following:

- $50 per diem ($12.50 per quarter), or

- The actual necessary and reasonable lodging cost at a single occupancy rate plus the allowance for applicable meals as authorized for Class C travel. Actual lodging expenses shall be substantiated by itemized, original paid invoices. When planning for travel and making hotel/motel reservations, travelers should make cost a major consideration. Government, corporate or other special rates should be requested and obtained when the rate results in savings to the District. When selecting a hotel/motel, travelers should also consider neighborhood safety and the distance from the hotel/motel to the conference, convention or work assignments. Hotel/motel rates exceeding $100 ($150 in major metropolitan areas) must be justified on the TAR.

- A traveler may not claim per diem or reimbursement for lodging for overnight travel within 50 miles of the traveler's headquarters or residence, unless the circumstances necessitating such overnight travel are fully explained by the traveler and approved by the Department/Office Director. In cases where the traveler is a Department/Office Director, approval by the Executive Director is required. Criteria for approval shall include late night or early morning job responsibilities or excessive travel time because of traffic conditions.

2. Class B Travel

The travel period for Class B travel begins at the time of departure from the traveler's point of origin and continues with six-hour quarters until the return to headquarters. A traveler may be allowed those reimbursement rates as stated for Class A travel.

3. Class C Travel

Meal allowances for Class C travel are as follows:

Breakfast - $3.00 When travel begins before 6:00 a. m. and extends beyond 8:00 a.m.

Lunch - $6.00 When travel begins before 12:00 noon and extends beyond 2:00 p.m.

Dinner - $12.00 When travel begins before 6:00 p.m. and extends beyond 8:00 p.m.

B. Meal Allowances

1. Allowance for meals when travel is confined to the city or town of official headquarters or, immediate vicinity shall be permitted if: (1) the traveler's authorized mileage is 15 miles or more (30 miles round trip), and (2) the meal allowance is authorized by the supervisor.

2. No allowance for meals shall be made when travel is confined to the city or town of official headquarters or immediate vicinity, and is less than 15 miles unless it is approved in advance by the appropriate Department/Office Director or the Executive Director.

3. Field personnel deemed performing their normal assignment during a regular workday shall not be allowed a meal allowance for lunch. With the express prior approval of the Department Director, meal allowances may be paid while the employee is temporarily reassigned outside of their designated area.

4. When a meal is included in a registration fee, the meal allowance must be deducted even if the traveler decides for personal reasons not to eat the meal. As provided in Attorney General Opinion 081-53, a continental breakfast is considered a meal and must be deducted if included in a registration fee for a conference/convention.

5. The Class C meal allowance is defined as taxable income by Internal Revenue Service and is subject to withholding of income and social security taxes. It is required to be reported as wages on the traveler's W-2 form. Class C meal allowances must be shown

on the traveler's travel expense voucher, deducted from the total claimed. Any travel expense vouchers that include Class C meals will be submitted (by the accounts payable office) to the District's payroll office for payment through the payroll system.

X. COMBINED BUSINESS AND PERSONAL TRAVEL

The District may authorize combined business and personal travel when such combined travel does not interfere with the business purpose of the travel. Employees wishing to combine an authorized leave or personal travel within a travel period of a business trip must have prior approval of the travel expenses by the Department Director. Any airline seating, hotel or other upgrades made for the traveler's personal convenience shall be paid for by the traveler.

Employees traveling under such circumstances shall receive reimbursement at a common carrier rate or direct auto mileage actually incurred, whichever is less, but only for the portion of such travel required for official District business. Reimbursement for other expenses is allowable only for travel costs incurred by the employee on official District business.

XI. OTHER INCIDENTAL TRAVEL EXPENSES

In accordance with Florida Statutes, the following expenses, incidental to travel, are reimbursable to the authorized traveler. They should be listed as "Other Expenses" on the Travel Expense Voucher and all supporting original receipts, if required, should be attached.

A. Taxi Fares – Necessary taxi fares may be reimbursed and receipts are only required for taxi fares in excess of $15 (on a per fare basis).

B. Tolls, Storage Fees, Parking Fees, and other ground transportation fees – Tolls and fees must be for the convenience of the District and not for the traveler based on the most usually traveled route. Receipts are required for each toll or fee in excess of $5.00.

C. Registration Fees – An employee authorized to attend a meeting, conference or convention shall be reimbursed for any required registration fees paid for by the traveler. Receipts are required. However, meals or lodging included in the registration fee shall be deducted in accordance with the Class C meal allowances.

D. Communication Expenses – A statement must be made on the original receipt that communication expenses were for District business. Communication expenses to contact the traveler's family or other nonbusiness purposes are not eligible for reimbursement.

E. Tips – Actual tips paid to taxi drivers shall not exceed 15 percent of the fare. No receipt is required. The actual gratuity amount paid for mandatory valet parking incurred in connection with authorized travel shall not exceed $1 per occasion. No receipt is required.

F. Baggage – The actual portage charges paid shall not exceed $1 per bag for a total of $5 per incident unless additional charges are authorized by the Executive Director. No receipt is required.

G. Laundry – The actual laundry and pressing expenses necessary to complete official business when business travel extends beyond seven days. Receipts are required.

H. Additional Conference/Convention Related Expenses – A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but are not limited to, actual expenses for banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

XII. SUBMISSION OF VOUCHER

A. Travel Voucher

1. The expenses of only one employee shall be included on a single Travel Expense Voucher. A signed voucher is a statement by the employee and their supervisor that expenses claimed were incurred in the performance of official duty. The Travel Expense Voucher Form is available through the District.

2. All items on a voucher shall appear in chronological order and all expenses for the period should be included.

3. Each day's expense shall be shown separately.

4. If a TAR was required for travel, the original TAR must be attached to the travel expense voucher.

5. The voucher shall be thoroughly checked by the employee before it is submitted to the Division of Financial Management. Financial Management may return the voucher to the employee for correction of errors or omissions before the voucher is processed for payment.

B. Submittal Requirements

1. Vouchers shall be submitted on a timely basis with travel expenses reported no later than one month following occurrence.

2. Only one voucher should be submitted during each accounts payable pay period

3. Vouchers should not be submitted for less than $25 except as follows:

   - Instances where it is known that no other expenses will be incurred during the next month, or
   - To settle a travel advance which must be submitted within 3 days of returning to work.

4. To recognize travel expenses incurred during the end of the fiscal year, vouchers covering this time period shall be submitted by October 15 of the subsequent fiscal year.

XIII. TRAVEL ADVANCES

A. Request for Travel Advance – In accordance with Section 112.061(12), Florida Statutes, an employee of the District may request travel advances to cover anticipated travel costs when travel will last more than 48 hours.

B. Submission of Travel Advance

1. Total travel advance shall not exceed 80 percent of total estimated costs for hotel/motel, meal allowances, or per diem. An employee requesting a travel advance shall complete a Travel Authorization Request (TAR). After receiving the appropriate approvals, the TAR should be submitted to the Division of Financial Management at least 14 days prior to the date of departure.

2. When the travel period covered by the advance has ended, the employee shall, within three days, complete a Travel Expense Voucher showing the actual travel information including expenses and submit the approved voucher to the Division of Financial Management for processing. No travel for days outside of the travel advance period should be on this voucher. The voucher should be clearly marked as travel covering a travel advance.

3. A traveler shall not have travel advances outstanding for more than one trip at any time without written justification of circumstances, which necessitate an exception to this restriction.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Florida Department of Environmental Protection (FDEP) Agreement No. S0341 for Efficiency Monitoring of Stormwater Facilities

DEPARTMENT: Public Works **DIVISION:** Roads-Stormwater

AUTHORIZED BY: Gary Johnson **CONTACT:** Kim Ornberg **EXT:** 5738

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute DEP Agreement No. S0341 between the State of Florida Department of Environmental Protection and the Seminole County Board of County Commissioners to provide funding for efficiency monitoring of three regional stormwater facilities (RSF's).

District 5 Brenda Carey Kim Ornberg

BACKGROUND:
This agreement will provide funding for 100% of the costs associated with efficiency monitoring of the following three recently-constructed RSF's: Elder Creek, Navy Canal, and Cameron Ditch. The efficiency monitoring projects utilize the DEP preferred consultant (ERD, Inc.), currently under contract with Seminole County, to conduct efficiency monitoring on RSF's. DEP has previously provided funding for efficiency monitoring of two other RSF's (Club II and Lockhart-Smith).

The objective of these projects is to monitor the level of pollutants that enter and are subsequently discharged from an RSF to determine the amount of pollution captured by the facility, and thereby not released into the downstream receiving waterbody. All three of these projects discharge into the following impaired waterbodies: Lake Jesup (Navy Canal and Cameron Ditch) and Lake Monroe (Elder Creek). Determining the amount of pollutants captured by these facilities will provide TMDL (Total Maximum Daily Load) credits to the County for restoration activities on each of the lakes listed above. Additionally, if the removal efficiencies are not adequate, the consultant will identify structural and non-structural ways to improve/optimize the efficiency of each system, and thereby maximize the pollutant load removal and TMDL credits.

This funding agreement will provide a total of $255,701.44 to complete a one-year study on each of the three facilities and will require no cost share by the County or increase in the capital project costs. These funds were offered to the County without the requirement of pre-application, based on successful implementation performance by Seminole County in stormwater/water quality initiatives over the last decade. The revenue and expenditure accounts necessary for implementation in FY 2007/08 will be incorporated into the proposed budget for County Commission adoption in September.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute DEP Agreement No. S0341 between the State of Florida Department of Environmental Protection (FDEP) and the Seminole County Board of County Commissioners to provide funding for efficiency monitoring of three regional stormwater facilities (RSF's).

ATTACHMENTS:

1. Agreement
2. Attachment A - Grant Work Plan
3. Attachment B - Payment Summary Request Form
4. Attachment C - Progress Report Form
5. Attachment D - Special Audit Requirements
6. Attachment E - Quality Assurance Requirements

Additionally Reviewed By:

- ☑ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☑ County Attorney Review (Matthew Minter)
- ☑ Grant Review (Jennifer Bero, Lisa Spriggs)

DEP AGREEMENT NO. S0341

STATE OF FLORIDA
GRANT ASSISTANCE
PURSUANT TO LINE ITEM 1822 OF THE 2006-2007 GENERAL APPROPRIATIONS ACT

THIS AGREEMENT is entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Public Works-Stormwater Division, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773 (hereinafter referred to as "Grantee" or "Recipient"), local government, to provide financial assistance for the Monitoring the Effectiveness of Stormwater Retrofit BMPs.

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A**, **Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and "Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon execution by both parties and end no later than sixty (60) months, inclusive. The Grantee shall not be eligible for reimbursement for work performed prior to the execution date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. A. As consideration for the services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis in an amount not to exceed $255,701.44 as identified in Attachment A, Grant Work Plan. The parties hereto understand and agree that this Agreement does not require a cost sharing or match on the part of the Grantee. If the Grantee finds, after receipt of competitive bids, that the work described in **Attachment A** cannot be accomplished for the current estimated project cost, the parties hereto agree to modify the Grant Work Plan described in **Attachment A** to provide for the work that can be accomplished for the funding identified above.

   B. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon receipt and acceptance of a properly completed **Attachment B**, **Payment Request Summary Form**. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. All requests for reimbursement of travel expenses shall be in accordance with the travel requirements established in Section 112.061, Florida Statutes.

   C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. When requested, this information must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.fldfs.com/aadir/reference%5Fguide.

4. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations.

5. The Grantee shall submit **Attachment B, Payment Request Summary Form**, in conjunction with quarterly progress reports. The Grantee shall utilize **Attachment C, Progress Report Form**, to describe the work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

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

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

   B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days written notice.

8. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

9. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

10. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment D, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment D** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment D**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

    B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment D, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ___.210 for determining whether the relationship represents that of a subrecipient or vendor. For state

financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

https://apps.fldfs.com/fsaa

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

11. A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of Minority Owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

12. In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

13. The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

14. The Department's Grant Manager for this Agreement is identified below.

Eric Livingston	
Florida Department of Environmental Protection	
Bureau of Watershed Management	
2600 Blair Stone Road, MS#3510	
Tallahassee, Florida 32399-2400	
Telephone No.:	(850) 245-8430
SunCom No.:	205-8430
Fax No.:	(850) 245-8434
SunCom Fax No.:	205-8430
E-mail Address:	Eric.livingston@dep.state.fl.us

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15. The Grantee's Grant Manager for this Agreement is identified below.

Ms. Kim Ornbertg	
Seminole County	
Public Works – Stormwater Division	
520 W. Lake Mary Boulevard, Suite 200	
Sanford, Florida 32773	
Telephone No.:	(407) 665-5738
Fax No.:	(407) 665-5742
E-mail Address:	Kornberg@seminolecountyfl.gov

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

17. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.

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

19. The purchase of non-expendable personal property or equipment costing $1,000 or more is not authorized under the terms of this Agreement.

20. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

21. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements for Department Agreements, attached hereto and made part hereof as **Attachment E, Quality Assurance Requirements.**

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

    B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a

contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.

23. Land acquisition is not authorized under the terms of this Agreement.

24. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

By:_____
Title: *

Date:_____

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:_____
Secretary or designee

Date:_____

_____
Eric Livingston, DEP Grant Manager

_____
DEP Contracts Administrator

Approved as to form and legality:

_____
DEP Attorney

FEID No.:59-6000856

*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A	Grant Work Plan (10 Pages)
Attachment	B	Payment Request Summary Form (2 Pages)
Attachment	C	Progress Report Form (2 Pages)
Attachment	D	Special Audit Requirements (5 Pages)
Attachment	E	Quality Assurance Requirements (8 Pages)

ATTACHMENT A
GRANT WORK PLAN

This Grant Work Plan will cover the work of the initial three (3) projects under this Agreement for a total amount of $255,701.44.

Project Title: Elder Creek Stormwater Facility Performance Efficiency Evaluation

Project Location: Seminole County

Project Background:
The Elder Creek stormwater project was constructed as a regional wet detention pond to provide retrofit water quality treatment and flood attenuation. This facility provides treatment for both Elder Ditch and Elder Creek (230 acre drainage basin) as well as a portion of the CR-15 improvement project (5 acre drainage basin). Design criteria for the stormwater facility are summarized below (CDM, 2002):

Parameter	Information
Treatment System Type	Shallow wet detention pond
Pond Area	12 acres at NWL
Drainage Basin	235 acres
Drainage Basin Land Use	Commercial, medium density residential, light industrial
Basin Impervious Area	188 acres (80%)
Treatment Volume	1" over basin area 1.2" over impervious area
Permanent Pool Volume	79.2 ac-ft below NWL
Pond Depth a. Maximum b. Mean	 a. 8 ft. b. 6.6 ft. (79.2 ac-ft/12 ac)
Treatment Volume Recovery	50% of treatment volume released in 24-30 hours
Pond Residence Time	23 days (wet season conditions)
Littoral Zone	Approximately 30% of pond area

Introduction
This document outlines work efforts to be performed by Environmental Research & Design, Inc. (ERD) for Seminole County (County) to conduct a performance efficiency evaluation of the Elder Creek Stormwater Facility. This facility has been recently constructed by the County to reduce pollutant loadings discharging through the Elder Creek watershed. Hydrologic and water quality monitoring equipment will be installed at this site by ERD, and field monitoring will be conducted over a period of 12 months to evaluate system efficiencies. Collection of field data and water quality samples will be conducted on a weekly basis. At the end of the 12-month monitoring program, a complete hydrologic and pollutant budget will be developed for the facility, and the overall performance efficiency of the system will be calculated for the evaluated parameters. Draft and Final Reports will be prepared and submitted to the County.

Project Description:
ERD proposes to perform the specific work efforts outlined below to conduct the performance efficiency evaluation for the Elder Creek Stormwater Facility. Details of specific work efforts proposed for this project are summarized below.

Tasks/Deliverables/Timeline

1. **Project Kick-off Meeting/Site Visit**: The ERD Project Director will perform a project kick-off meeting with representatives of the County to discuss details of the proposed work efforts to be performed, project schedule, appropriate contact personnel for ERD and the County, contract management details, and issues related to site access and security. A site visit will be conducted to discuss proposed field activities and identify specific monitoring locations. It is the responsibility of the County to obtain any necessary permits

or authorizations for use of the site for the proposed monitoring activities.
Deliverables: Meeting agenda, summary and sign in sheet.
Timeline: Month 1 (Sept 2007)

2. **Prepare/Submit TMDL Water Quality Cost Share Information Package**: ERD will prepare and submit a TMDL Water Quality Cost Share Information Package to cover the costs associated with the monitoring program. A draft Cost Share Application will be prepared by ERD and submitted to the County for review and comment. A final Cost Share Application will be prepared based upon the review comments and submitted to FDEP for consideration.
Deliverable: TMDL Water Quality Cost Share Package.
Timeline: Month 1(Sept 2007)

3. **Prepare/Submit Project QA Plan**: Development of a detailed Project QA Plan is a requirement for all projects receiving TMDL Water Quality Cost Share funding. This plan provides a description of the proposed field and laboratory activities and outlines specific Quality Assurance procedures for all anticipated field and laboratory activities. This plan will be prepared by ERD prior to initiation of the field monitoring activities. If the TMDL Water Quality Cost Share Application is approved, the Project QA Plan can be provided to FDEP to satisfy their requirement, along with a certification that the monitoring conducted to date has adhered to the QA Plan.
Deliverable: QA Plan.
Timeline: Month 1 to Month 2 (Sept – Oct 2007)

4. **Select/Install/Calibrate Field Monitoring Equipment**: ERD will evaluate the proposed monitoring site and appropriate field monitoring equipment will be selected to perform the performance efficiency evaluation. It is anticipated that flow monitoring and sample collection activities will occur at three separate sites at the Elder Creek facility. The first monitoring site will occur at the primary inflow culvert for Elder Creek. The second flow monitoring and stormwater collection site will be located at the outfall structure. A third monitoring site will be installed at one of the secondary inflows on the west side of the pond. This site may be rotated among the inflows during the monitoring period.

   A sensitive digital water level recorder will also be installed within the pond to assist in development of a hydrologic budget and to allow quantification of the magnitude of discharges through the primary outfall weir structure. A digital rainfall gauge will also be installed at the site along with a pan evaporation station. The autosamplers and flow monitoring equipment will be housed inside aluminum equipment shelters for security. After installation, each of the components will be calibrated according to manufacturer's instructions prior to initiation of the monitoring program.
Deliverable: Installed and calibrated field monitoring equipment
Timeline: Month 1 to Month 4 (Sept – December 2007)

5. **Perform Routine Monitoring**: ERD field personnel will visit the site once each week to retrieve stored hydrologic data and collect composite inflow and outflow samples. The operation of all on-site equipment will be evaluated during each visit. Activities performed at the site will be recorded on field notes. The monitoring program will last for a period of 12 months, with a minimum of 52 weekly monitoring visits conducted during this study.

   Continuous flow-weighted composite samples will be collected at both the inflow and outflow from the pond, and flow-weighted runoff samples will be collected at the secondary monitoring sites along the west side of the pond. Each of the composite inflow, outflow, and runoff samples will be returned to the ERD Laboratory and analyzed for the following parameters:

a.	pH	g.	Total Nitrogen
b.	Alkalinity	h.	SRP
c.	Conductivity	i.	Particulate Phosphorus
d.	NH_3	j.	Total Phosphorus
e.	NO_x	k.	Turbidity
f.	Particulate Nitrogen	l.	TSS

For budget purposes, it is assumed that an average of 3 samples per month will be collected at each of the three sites, for a total of 108 stormwater/baseflow samples collected during this project (3 samples/month/site x 12 months x 3 sites).

In addition, a bulk precipitation collector will be installed adjacent to the pond, and wet/ dry fallout bulk precipitation will be collected on a continuous basis. For budget purposes, it is assumed that approximately 3 composite bulk precipitation samples will be collected each month, for a total of 36 samples during this project (3 samples/month x 12 months).
Deliverable: Monitoring results in Final Project Report, QA reports per QAPP
Timeline: Month 4 to Month 16 (Dec 2007 to Dec 2008)

6. **Routine/Final Data Compilation**: All data retrieved during the weekly site visits will be compiled into a common database on a continuing basis. The weekly field data will be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data will be summarized in both tabular and graphic formats for use in the Final Report.
Deliverable: Compiled data summarized in tabular and graphic formats for incorporation in Final Report.
Timeline: Month 4 to Month 18 (Dec 2007 to Feb 2009)

7. **Prepare Draft Final Report**: A Draft Final Report will be prepared by ERD which summarizes all field and laboratory activities and provides an analysis of the performance efficiency of the system.
Deliverable: Two copies of the Draft Final Report will be provided to Seminole County and FDEP for review and comments.
Timeline: Month 18 to Month 19 (Feb 2009 to March 2009)

8. **Attend Review Meeting with County**: The ERD Project Director will attend a review meeting with the County to discuss comments on the Draft Final Report.
Deliverables: Meeting agenda, summary and sign in sheet.
Timeline: Month 19 to Month 20 (March 2009 to April 2009)

9. **Prepare Final Report:** A Final Report will be prepared for this project which incorporates the review comments provided by the County. Two hard copies and one digital copy of the Final Report will be provided to the County.
Deliverable: Final Report.
Timeline: Month 21 (May 2009)

Project Budget:

Project Funding Activity	DEP Funding	Matching Funds and Source	
		Funding	Source of Funds
Salaries:			
Fringe Benefits:			
Travel:			
Equipment:			
Supplies/Other Expenses:			
Contractual:	$92,756.38		
Indirect:			
Total:	$92,756.38	$0	
Total Project Cost:	$92,756.38		
% Match:	N/A		

Project Budget Narrative:
Contractual: Subcontractor will be hired to complete the monitoring and evaluation under this Agreement.

Total Budget by Task:

Task		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Kick-off mtg.	651.00		
2	TMDL Pkg.	3,236.60		
3	QA Plan	3,567.36		
4	Field Monitoring Equip.	8,865.32		
5	Routine Monitoring	54,609.16		
6	Data Compilation	8,810.64		
7	Draft Final Report	9,807.56		
8	Review Meeting	794.00		
9	Final Report	2,414.74		
	Total:	$92,756.38	0	
	Project Total:	$92,756.38		

Project Title: Navy Canal Stormwater Facility Performance Efficiency Evaluation

Project Location: Seminole County

Project Background:
The Navy Canal stormwater project was constructed as an off-line wet detention pond along the historical flow path of Navy Canal to provide retrofit water quality treatment. This facility provides treatment for the 820 acre Navy Canal Sub-basin 05 along the north shore of Lake Jessup. Although the drainage basin area for the pond is 820 acres, 633 acres are associated with future development that will have stormwater treatment systems. Therefore, this system provides water quality treatment only for the 187 acres of existing development which is to be retrofitted. Design criteria for the stormwater facility are summarized below (CDM, 2003):

Parameter	Information
Treatment System Type	Off-line wet detention pond
Pond Area	4.7 acres at NWL
Drainage Basin Area to Pond	820 acres, only 187 acres included in water quality calculations
Drainage Basin Land Use	Transportation and wetlands
Basin Soil Hydrologic Groups	Mostly B/D and D, some A and C
Basin Impervious Area	112.1 acres (60%), based on a retrofit basin area of 187 acres
Treatment Volume (based on 187 acre retrofit area)	0.6” over basin area 1.1” over impervious area
Permanent Pool Volume	46.0 ac-ft below NWL
Pond Depth a. Maximum b. Mean	 a. 12 ft. b. 9.8 ft. (46.0 ac-ft/4.7 ac)
Treatment Volume Recovery	50% of treatment volume released in 24-30 hours
Pond Residence Time	22 days (wet season conditions)
Littoral Zone	Approximately 30% of pond area

Introduction
This document outlines work efforts to be performed by Environmental Research & Design, Inc. (ERD) for Seminole County (County) to conduct a performance efficiency evaluation of the Navy Canal Stormwater Facility. This facility has been recently constructed by the County to reduce pollutant loadings discharging through the Navy Canal watershed. Hydrologic and water quality monitoring equipment will be installed at this site by ERD, and field monitoring will be conducted over a period of 12 months to evaluate system efficiencies. Collection of field data

and water quality samples will be conducted on a weekly basis. At the end of the 12-month monitoring program, a complete hydrologic and pollutant budget will be developed for the facility, and the overall performance efficiency of the system will be calculated for the evaluated parameters. Draft and Final Reports will be prepared and submitted to the County.

Project Description:

ERD proposes to perform the specific work efforts outlined below to conduct the performance efficiency evaluation for the Navy Canal Stormwater Facility. Details of specific work efforts proposed for this project are summarized below.

Tasks/Deliverables

1. **Project Kick-off Meeting/Site Visit**: The ERD Project Director will perform a project kick-off meeting with representatives of the County to discuss details of the proposed work efforts to be performed, project schedule, appropriate contact personnel for ERD and the County, contract management details, and issues related to site access and security. A site visit will be conducted to discuss proposed field activities and identify specific monitoring locations. It is the responsibility of the County to obtain any necessary permits or authorizations for use of the site for the proposed monitoring activities.
   Deliverables: Meeting agenda, summary and sign in sheet.
   Timeline: Month 1(Sept 2007)

2. **Prepare/Submit TMDL Water Quality Cost Share Information Package**: ERD will prepare and submit a TMDL Water Quality Cost Share Information Package to cover the costs associated with the monitoring program. A draft Cost Share Application will be prepared by ERD and submitted to the County for review and comment. A final Cost Share Application will be prepared based upon the review comments and submitted to FDEP for consideration.
   Deliverable: TMDL Water Quality Cost Share Package.
   Timeline: Month 1 (Sept 2007)

3. **Prepare/Submit Project QA Plan**: Development of a detailed Project QA Plan is a requirement for all projects receiving TMDL Water Quality Cost Share funding. This plan provides a description of the proposed field and laboratory activities and outlines specific Quality Assurance procedures for all anticipated field and laboratory activities. This plan will be prepared by ERD prior to initiation of the field monitoring activities. If the TMDL Water Quality Cost Share Application is approved, the Project QA Plan can be provided to FDEP to satisfy their requirement, along with a certification that the monitoring conducted to date has adhered to the QA Plan.
   Deliverable: QA Plan.
   Timeline: Month 1 (Sept 2007)

4. **Select/Install/Calibrate Field Monitoring Equipment**: ERD will evaluate the proposed monitoring site and appropriate field monitoring equipment will be selected to perform the performance efficiency evaluation. It is anticipated that flow monitoring and sample collection activities will occur at two separate sites at the Navy Canal facility. The first monitoring site will occur at the inflow culvert for the pond. The second flow monitoring and stormwater collection site will be located downstream from the outfall structure. A sensitive digital water level recorder will also be installed within the pond to assist in development of a hydrologic budget and to allow quantification of the magnitude of discharges through the primary outfall weir structure. A digital rainfall gauge will also be installed at the site along with a pan evaporation station. The autosamplers and flow monitoring equipment will be housed inside aluminum equipment shelters for security. After installation, each of the components will be calibrated according to manufacturer's instructions prior to initiation of the monitoring program.
   Deliverable: Installed and calibrated field monitoring equipment
   Timeline: Month 1 to Month 4 (Sept – December 2007)

5. **Perform Routine Monitoring**: ERD field personnel will visit the site once each week to retrieve stored hydrologic data and collect composite inflow and outflow samples. The operation of all on-site equipment will be evaluated during each visit. Activities performed at the site will be recorded on field notes. The monitoring program will last for a period of 12 months, with a minimum of 52 weekly monitoring visits

conducted during this study.

Continuous flow-weighted composite samples will be collected at both the inflow and outflow from the pond. Each of the composite inflow and outflow samples will be returned to the ERD Laboratory and analyzed for the following parameters:

a.	pH	g.	Total Nitrogen
b.	Alkalinity	h.	SRP
c.	Conductivity	i.	Particulate Phosphorus
d.	NH_3	j.	Total Phosphorus
e.	NO_x	k.	Turbidity
f.	Particulate Nitrogen	l.	TSS

For budget purposes, it is assumed that an average of 3 samples per month will be collected at each of the two sites, for a total of 72 stormwater/baseflow samples collected during this project (3 samples/month/site x 12 months x 2 sites).

In addition, a bulk precipitation collector will be installed adjacent to the pond, and wet/ dry fallout bulk precipitation will be collected on a continuous basis. For budget purposes, it is assumed that approximately 3 composite bulk precipitation samples will be collected each month, for a total of 36 samples during this project (3 samples/month x 12 months).
Deliverable: Monitoring results in Final Project Report, QA reports per QAPP
Timeline: Month 4 to Month 16 (Dec 2007 to Dec 2008)

6. **Routine/Final Data Compilation**: All data retrieved during the weekly site visits will be compiled into a common database on a continuing basis. The weekly field data will be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data will be summarized in both tabular and graphic formats for use in the Final Report.
Deliverable: Compiled data summarized in tabular and graphic formats for incorporation in Final Report.
Timeline: Month 4 to Month 18 (Dec 2007 to Feb 2009)

7. **Prepare Draft Final Report**: A Draft Final Report will be prepared by ERD which summarizes all field and laboratory activities and provides an analysis of the performance efficiency of the system.
Deliverable: Two copies of the Draft Final Report will be provided to Seminole County and FDEP for review and comments.
Timeline: Month 18 to Month 19 (Feb 2009 to March 2009

8. **Attend Review Meeting with County**: The ERD Project Director will attend a review meeting with the County to discuss comments on the Draft Final Report.
Deliverables: Meeting agenda, summary and sign in sheet.
Timeline: Month 19 to Month 20 (March 2009 to April 2009)

9. **Prepare Final Report:** A Final Report will be prepared for this project which incorporates the review comments provided by the County. Two hard copies and one digital copy of the Final Report will be provided to the County.
Deliverable: Final Report.
Timeline: Timeline: Month 21 (May 2009)

Project Budget:

Project Funding Activity	DEP Funding	Matching Funds and Source	
		Funding	Source of Funds
Salaries:			
Fringe Benefits:			
Travel:			
Equipment:			
Supplies/Other Expenses:			
Contractual:	$70,188.68	0	
Indirect:			
Total:	$70,188.68		
Total Project Cost:	$70,188.68		
% Match:	0%		

Project Budget Narrative:
Contractual: Subcontractor will be hired to complete the monitoring and evaluation under this Agreement.

Total Budget by Task:

Task		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Kick-off mtg.	651.00		
2	TMDL Pkg.	3,236.60		
3	QA Plan	3,567.36		
4	Field Monitoring Equip.	7,904.36		
5	Routine Monitoring	35,024.44		
6	Data Compilation	7,360.62		
7	Draft Final Report	9,236.56		
8	Review Meeting	794.00		
9	Final Report	2,413.74		
	Total:	$70,188.68	0	
	Project Total:	$70,188.68		

Project Title: Cameron Ditch Stormwater Facility Performance Efficiency Evaluation

Project Location: Seminole County

Project Background:
The Cameron Ditch stormwater project was constructed as a regional stormwater detention pond to reduce pollutant loadings to Lake Jessup. This facility provides treatment for approximately 344 acres located within the Cameron Ditch sub-basin along the north shore of Lake Jessup. The projects consists of two interconnected wet detention ponds which discharge to a plunge pool, herbaceous wetland, and ultimately into Lake Jessup. Design criteria for the stormwater facility are summarized below (CDM, 2002):

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Parameter	Information
Treatment System Type	Wet detention ponds/wetland
Pond Area	5.0 acres at NWL, divided into two interconnected treatment areas
Drainage Basin Area	344 acres (includes 315 acres of existing areas to be retrofitted plus 29 acres to be developed with BMPs)
Basin Soil Hydrologic Groups	B/D, D
Basin Impervious Area	189 acres (60%); assumed future development
Treatment Volume (both ponds combined)	0.3" over basin area (315 acres); 0.5" over impervious area
Permanent Pool Volume	45.6 ac-ft below NWL (both ponds)
Pond Depth a. Maximum b. Mean	 a. 12 ft. b. 9.1 ft. (45.6 ac-ft/5.0 ac)
Treatment Volume Recovery	50% of treatment volume released in 24-30 hours
Pond Residence Time	14 days (wet season conditions)
Littoral Zone	Approximately 30% of pond area

Introduction

This document outlines work efforts to be performed by Environmental Research & Design, Inc. (ERD) for Seminole County (County) to conduct a performance efficiency evaluation of the Cameron Ditch Stormwater Facility. This facility has been recently constructed by the County to reduce pollutant loadings discharging through the Cameron Ditch watershed. Hydrologic and water quality monitoring equipment will be installed at this site by ERD, and field monitoring will be conducted over a period of 12 months to evaluate system efficiencies. Collection of field data and water quality samples will be conducted on a weekly basis. At the end of the 12-month monitoring program, a complete hydrologic and pollutant budget will be developed for the facility, and the overall performance efficiency of the system will be calculated for the evaluated parameters. Draft and Final Reports will be prepared and submitted to the County.

Project Description:

ERD proposes to perform the specific work efforts outlined below to conduct the performance efficiency evaluation for the Cameron Ditch Stormwater Facility. Details of specific work efforts proposed for this project are summarized below.

Tasks/Deliverables

1. **Project Kick-off Meeting/Site Visit**: The ERD Project Director will perform a project kick-off meeting with representatives of the County to discuss details of the proposed work efforts to be performed, project schedule, appropriate contact personnel for ERD and the County, contract management details, and issues related to site access and security. A site visit will be conducted to discuss proposed field activities and identify specific monitoring locations. It is the responsibility of the County to obtain any necessary permits or authorizations for use of the site for the proposed monitoring activities.
   Deliverables: Meeting agenda, summary and sign in sheet.
   Timeline: Month 1 (Sept 2007)

2. **Prepare/Submit TMDL Water Quality Cost Share Information Package**: ERD will prepare and submit a TMDL Water Quality Cost Share Information Package to cover the costs associated with the monitoring program. A draft Cost Share Application will be prepared by ERD and submitted to the County for review and comment. A final Cost Share Application will be prepared based upon the review comments and submitted to FDEP for consideration.
   Deliverable: TMDL Water Quality Cost Share Package.
   Timeline: Month 1 (Sept 2007)

3. **Prepare/Submit Project QA Plan**: Development of a detailed Project QA Plan is a requirement for all projects receiving TMDL Water Quality Cost Share funding. This plan provides a description of the proposed field and laboratory activities and outlines specific Quality Assurance procedures for all

anticipated field and laboratory activities. This plan will be prepared by ERD prior to initiation of the field monitoring activities. If the TMDL Water Quality Cost Share Application is approved, the Project QA Plan can be provided to FDEP to satisfy their requirement, along with a certification that the monitoring conducted to date has adhered to the QA Plan.
Deliverable: QA Plan.
Timeline: Month 1 (Sept 2007)

4. **Select/Install/Calibrate Field Monitoring Equipment**: ERD will evaluate the proposed monitoring site and appropriate field monitoring equipment will be selected to perform the performance efficiency evaluation. It is anticipated that flow monitoring and sample collection activities will occur at four separate sites at the Cameron Ditch facility. The first monitoring site will occur at the inflow culvert for the system. The second flow monitoring and stormwater collection site will be located downstream from the plunge pool structure. Two additional autosamplers will be installed at the site to monitor additional inflows to the system. Specific locations of the monitoring sites will be selected jointly by ERD and the County.

   Sensitive digital water level recorders will also be installed in each of the three pond segments to assist in development of a hydrologic budget and to allow quantification of the magnitude of discharges through the system. A digital rainfall gauge will also be installed at the site along with a pan evaporation station. The autosamplers and flow monitoring equipment will be housed inside aluminum equipment shelters for security. After installation, each of the components will be calibrated according to manufacturer's instructions prior to initiation of the monitoring program.
   Deliverable: Installed and calibrated field monitoring equipment
   Timeline: Month 1 to Month 4 (Sept – December 2007)

5. **Perform Routine Monitoring**: ERD field personnel will visit the site once each week to retrieve stored hydrologic data and collect composite inflow and outflow samples. The operation of all on-site equipment will be evaluated during each visit. Activities performed at the site will be recorded on field notes. The monitoring program will last for a period of 12 months, with a minimum of 52 weekly monitoring visits conducted during this study.

   Continuous flow-weighted composite samples will be collected at each of the four inflow and outflow monitoring sites. Each of the composite inflow and outflow samples will be returned to the ERD Laboratory and analyzed for the following parameters:

   a. pH
   b. Alkalinity
   c. Conductivity
   d. NH_3
   e. NO_x
   f. Particulate Nitrogen
   g. Total Nitrogen
   h. SRP
   i. Particulate Phosphorus
   j. Total Phosphorus
   k. Turbidity
   l. TSS

   For budget purposes, it is assumed that an average of 3 samples per month will be collected at each of the four sites, for a total of 144 stormwater/baseflow samples collected during this project (3 samples/month/site x 12 months x 4 sites).

   In addition, a bulk precipitation collector will be installed adjacent to the pond, and wet/ dry fallout bulk precipitation will be collected on a continuous basis. For budget purposes, it is assumed that approximately 3 composite bulk precipitation samples will be collected each month, for a total of 36 samples during this project (3 samples/month x 12 months).
   Deliverable: Monitoring results in Final Project Report, QA reports per QAPP
   Timeline: Month 4 to Month 16 (Dec 2007 to Dec 2008)

6. **Routine/Final Data Compilation**: All data retrieved during the weekly site visits will be compiled into a common database on a continuing basis. The weekly field data will be reviewed and evaluated with respect to accuracy and precision of the data. At the end of the monitoring program, all of the compiled data will be summarized in both tabular and graphic formats for use in the Final Report.

Deliverable: Compiled data summarized in tabular and graphic formats for incorporation in Final Report.
Timeline: Month 4 to Month 18 (Dec 2007 to Feb 2009)

7. **Prepare Draft Final Report**: A Draft Final Report will be prepared by ERD which summarizes all field and laboratory activities and provides an analysis of the performance efficiency of the system.
Deliverable: Two copies of the Draft Final Report will be provided to Seminole County for review and comments.
Timeline: Start January 2009 and to be completed by March 2009

8. **Attend Review Meeting with County**: The ERD Project Director will attend a review meeting with the County to discuss comments on the Draft Final Report.
Deliverables: Meeting agenda, summary and sign in sheet.
Timeline: Month 19 to Month 20 (March 2009 to April 2009)

9. **Prepare Final Report:** A Final Report will be prepared for this project which incorporates the review comments provided by the County. Two hard copies and one digital copy of the Final Report will be provided to the County.
Deliverable: Final Report.
Timeline: Timeline: Month 21 (May 2009)

Project Budget:

Project Funding Activity	DEP Funding	Matching Funds and Source	
		Funding	Source of Funds
Salaries:			
Fringe Benefits:			
Travel:			
Equipment:			
Supplies/Other Expenses:			
Contractual:	$92,756.38		
Indirect:			
Total:	$92,756.38	0	
Total Project Cost:	$92,756.38		
% Match:	0%		

Project Budget Narrative:
Contractual: Subcontractor will be hired to complete the monitoring and evaluation under this Agreement.

Total Budget by Task:

Task		DEP Funding	Matching Funds and Source	
			Matching Funds	Source of Funds
1	Kick-off mtg.	651.00		
2	TMDL Pkg.	3,236.60		
3	QA Plan	3,567.36		
4	Field Monitoring Equip.	8,865.32		
5	Routine Monitoring	54,609.16		
6	Data Compilation	8,810.64		
7	Draft Final Report	9,807.56		
8	Review Meeting	794.00		
9	Final Report	2,414.74		
	Total:	$92,756.38	0	
	Project Total:	$92,756.38		

ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM

Grantee: _____
Mailing Address:_____
_____
DEP Agreement No.: ___S0341_____
Date Of Request: _____

Amount Requested:$_____

Grantee's Grant Manager:
_____
Payment Request No.: _____

Performance Period:_____

Percent Matching Required:_____

GRANT EXPENDITURES SUMMARY SECTION

_____
[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS	MATCHING FUNDS	TOTAL CUMULATIVE MATCHING FUNDS
Salaries	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Fringe Benefits	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Travel (if authorized)	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Subcontracting:				
Contractual Services	**$**	**$**	**$N/A**	**$N/A**
Design	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Construction	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Equipment Purchases	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Supplies/Other Expenses	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Land	**$N/A**	**$N/A**	**$N/A**	**$N/A**
Indirect	**$N/A**	**$N/A**	**$N/A**	**$N/A**
TOTAL AMOUNT	**$**	**$**	**$**	**$**
AGREEMENT AMOUNT	**$**		**$**	
Less Total Cumulative Payments of:	**$**		**$**	
TOTAL REMAINING IN GRANT	**$**		**$**	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Print Name	Print Name
Telephone Number	Telephone Number

INSTRUCTIONS FOR COMPLETING
PAYMENT REQUEST SUMMARY FORM

GRANTEE: Enter the name of the grantee's agency.
MAILING ADDRESS: Enter the address that you want the state warrant mailed to.
DEP AGREEMENT NO.: This is the number on your grant agreement.
DATE OF REQUEST: This is the date you are submitting the request.
AMOUNT REQUESTED: This should match the amount on the "*TOTAL AMOUNT*" line for the "*AMOUNT OF THIS REQUEST*" column.
GRANTEE'S GRANT MANAGER: This should be the person identified as grant manager in the grant Agreement.
PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.
PERFORMANCE PERIOD: This is the beginning and ending date of the invoice period.
PERCENT MATCHING REQUIRED: Enter your match requirement here.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter the amount that was paid out during the invoice period for which you are requesting reimbursement. This must agree with the budget category as in the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Budget Narrative section of the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of the Agreement on the "*AGREEMENT AMOUNT*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE PAYMENTS" COLUMN: Enter the cumulative amounts that have been claimed to date for reimbursement by budget category. The final report should show the total of all payments; first through the final payment (this amount cannot exceed the approved budget amount for that budget category). Enter the column total on the "*TOTALS*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the invoice period. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*AGREEMENT AMOUNT*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*AGREEMENT AMOUNT*" for the amount to enter on the "*TOTAL REMAINING IN GRANT*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amount you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTALS*." The final report should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE CERTIFICATION: Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.

NOTE: **If claiming reimbursement for travel, you must include copies of receipts and a copy of the travel reimbursement form approved by the Department of Financial Services, Chief Financial Officer.**

ATTACHMENT C

PROGRESS REPORT FORM

DEP Agreement No.:	S0341		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		**Telephone No.:**	
Quarterly Reporting Period:			
Project Number and Title:			
Provide a summary of project accomplishments to date. (Include a comparison of actual accomplishments to the objectives established for the period. If goals were not met, provide reasons why.)			
Provide an update on the estimated time for completion of the project and an explanation for any anticipated delays.			
Provide any additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.			

(continued from page 1)

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., report data sets, links to on-line photographs, etc.)

Provide a project budget update, comparing the project budget to actual costs to date.

Budget Category	Total Project Budget	Expenditures Prior to this Reporting Period	Expenditures this Reporting Period	Project Funding Balance

This report is submitted in accordance with the reporting requirements of DEP Agreement No. S0341 and accurately reflects the activities and costs associated with the subject project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT D

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
Original Agreement	Water Quality Assurance Trust Fund, GAA Line Item 1822	06-07	37.039	Statewide Surface Water Restoration and Wastewater Projects	$255,701.44	140076

Total Award	$255,701.44	

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.

ATTACHMENT E
Quality Assurance Requirements
For State Funded NPS BMP Monitoring Agreements

1. All sampling and analyses performed under this Contract must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.) and "Requirements for Field and Analytical Work performed for the Department of Environmental Protection under Contract" (DEP-QA-002/02), February 2002.
2. **LABORATORIES**
   a. The CONTRACTOR shall ensure that all laboratory testing activities are performed by laboratories certified by the Florida Department of Health Environmental Laboratory Certification Program (DoH ELCP) for all applicable matrix/method/analyte combinations to be measured.
   b. If the laboratory is not certified for some or all of the proposed test measurements, the laboratory shall apply for certification within one month of Contract execution between the laboratory and the CONTRACTOR. Within six months of this Contract execution, the laboratory shall be fully certified for all applicable matrix/method/analyte combinations to be performed. Regardless of when the laboratory receives certification, the laboratory must implement all applicable standards of the National Environmental Laboratory Accreditation Conference (NELAC) upon Contract execution.
   c. Laboratories shall maintain certification as specified in item 2.a above during the life of the Contract. Should certification for an analyte or test method be lost, all affected tests shall be immediately sub-contracted to a laboratory with current DoH ELCP certification in the appropriate matrix/method/analyte combination(s). The CONTRACTOR shall notify the DEP contract manager in writing before any change to a sub-contracted laboratory is made.
   d. A copy of the DoH ELCP Certificate and the associated list of specific fields of accreditation for each contracted or sub-contracted laboratory shall be provided to the DEP contract manager upon Contract execution or upon receiving DoH certification (see items 2.a and 2.b above).
   e. The CONTRACTOR shall ensure that an acceptable initial demonstration of capability (IDOC), as described in Appendix C of Chapter 5 of the NELAC Standards is performed. Each laboratory that performs any of the proposed matrix/method/analyte combination(s) must have the requisite IDOC documentation and supporting laboratory records. IDOCs shall be performed before the test procedure is used to generate data for this Contract. If requested by the Department, documentation that supports the IDOC shall be made available for review.
   f. When performance test samples are not required by DoH ELCP for certification, the laboratory shall obtain, analyze and evaluate performance test samples, standard reference materials (SRM) or other externally assayed quality control (QC) samples, hereinafter known collectively as quality control check (QCC) samples.
      (i) The laboratory shall ensure that the selected QCC samples(s) represent all matrix/method/analyte combinations that are not subject to certification requirements.
      (ii) These samples shall be analyzed at six-month intervals and the results shall be within the acceptable range established by the QCC sample provider.
   g. Any non-standard laboratory procedures or methods that are proposed for use (i.e., those not approved by DEP for standard environmental analyses) shall be submitted for review and approval in accordance with DEP-QA-001/01, "New and Alternative Analytical Laboratory Methods," February 1, 2004. These procedures or methods shall be approved by the DEP contract manager before use under this Contract and must be cited or described in the required planning document (see Section 6).
   h. The CONTRACTOR shall ensure that Practical Quantitation Limits (PQLs) and Method Detection Limits (MDLs) required by the Contract are listed in the planning document (see Section 6).
   i. The CONTRACTOR shall ensure that the selected laboratory test methods listed in the planning document can provide results that meet the Contract data quality objectives.
   j. The CONTRACTOR shall ensure that all laboratory testing procedures follow the analytical methods as approved in the planning document (see Section 6).
   k. The CONTRACTOR shall ensure that the all laboratory quality control measures are consistent with Chapter 5 of the NELAC standards.
   l. In addition, the CONTRACTOR shall ensure that the quality control requirements specified in the attached addenda are followed.
   m. The CONTRACTOR shall ensure that all sample results are calculated according to the procedures specified in the analytical methods approved in the planning document.

3. **FIELD ACTIVITIES**
   a. "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.
   b. The CONTRACTOR shall ensure that all sample collection and field testing activities are performed in accordance with the Department's "Standard Operating Procedures for Field Activities" (DEP-SOP-001/01, February 1, 2004). The specific standard operating procedures (SOPs) to be used for this Contract shall be cited in the planning document (see Section 6).
   c. Any non-standard field procedure shall be submitted for review and approval to the DEP contract manager in accordance with section FA 2000 of DEP-SOP-001/01. All non-standard procedures and methods must be approved by the DEP contract manager before use under this Contract and must be cited or described in the planning document.
   d. Per the quality control measures outlined in the DEP SOPs (FQ 1000 and the calibration requirements of the FT-series for field testing), the CONTRACTOR shall ensure that the following field quality controls (and any additional quality control measures specified in the addenda) are incorporated into the project design:
      (i) Matrix-Related Quality Controls - The CONTRACTOR shall ensure that the laboratory is provided with sufficient sample volume to analyze at least one set of matrix spikes and either matrix spike duplicates or laboratory duplicates as follows:
         (1) The first time a sample from a sample collection matrix (see Table FA 1000-1) is collected;
         (2) The last time samples are collected for the sample collection matrix.
      (ii) Field-Generated Quality Control (QC) Blanks – Blanks associated with field activities as defined in FQ 1210 of the DEP SOPs shall be collected according to the requirements of FQ 1230.
         (1) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall investigate and attempt to determine the cause of the QC blank contamination. The outcome of this investigation shall be reported and shall include a discussion of the corrective measures taken to minimize future occurrences of QC blank contamination.
         (2) If an analyte detected in the sample is also found in any field-generated QC blank that is associated with the sample, the CONTRACTOR shall ensure that the analyte in the affected sample is reported as estimated ("J" with a narrative explanation) unless the analyte concentration in the affected sample is at least 10 times the reported QC blank value concentration.
4. **REPORTING, DOCUMENTATION AND RECORDS RETENTION**
   a. The CONTRACTOR shall ensure that all laboratory and field records as outlined in Rules 62-160.240 and .340, F.A.C. are retained for a minimum of five years after the project completion.
   b. All field and laboratory records that are associated with work performed under this Contract shall be organized so that any information can be quickly and easily retrieved for inspection, copying or distribution.
   c. The CONTRACTOR shall ensure that all laboratory reports are issued in accordance with NELAC requirements. These reports shall be submitted to the DEP contract manager as part of Quarterly Progress Reports and shall include the following information:
      - Laboratory sample identification (ID) and associated Field ID
      - Analytical/test method
      - Parameter/analyte name
      - Analytical result (including dilution factor)
      - Result unit
      - Applicable DEP Qualifiers per Table 1 of Chapter 62-160, F.A.C.
      - Result comment(s) to include corrective/preventive actions taken for any failed QC measure (e.g., QC sample, calibration failure, etc.) or other problem related to the analysis of the samples
      - Date and time of sample preparation (if applicable)
      - Date and time of sample analysis
      - Results of laboratory verification of field preservation
      - Sample matrix
      - DoH ELCP certification number for each laboratory (must be associated with the test result(s) generated by the laboratory)
      - MDL
      - PQL
      - Sample type (such as blank type, duplicate type, etc.)
      - Field and laboratory QC blank results:

        - Laboratory QC blank analysis results as required by the method, NELAC Chapter 5 and the planning document (see Section 6 below);
        - Field quality control results including trip blanks, field blanks, equipment blanks, and field duplicates (or replicates) as specified in the planning document (see Section 6)
    - Results of sample matrix spikes, laboratory duplicates or matrix spike duplicates, as applicable
    - Results of surrogate spike analyses (if performed)
    - Results of laboratory control samples (LCS)
    - Link between each reported quality control measure (e.g., QC blanks, matrix spikes, LCS, duplicates, calibration failure, etc.) and the associated sample result(s)
    - Acceptance criteria used to evaluate each reported quality control measure

d. The CONTRACTOR shall ensure that the following field-related information is reported to the DEP contract manager:
    - Site and/or stormwater BMP name
    - Field ID for each sample container and the associated analytes (test methods) for which the container was collected
    - Date and time of sample collection
    - Sample collection depth, if applicable
    - Sample collection method identified by the DEP SOP number, where applicable
    - If performed, indicate samples that were filtered
    - Field test measurement results, if applicable:
        - DEP SOP number (FT-series), where applicable
        - Parameter name
        - Result
        - Result unit
        - Applicable Data Qualifiers per Table 1 of Chapter 62-160, F.A.C.
    - Narrative comments discussing corrective/preventive actions taken for any failed QC measure (e.g., blank contamination, meter calibration failure, split sample results, etc.), unacceptable field measurement or other problems related to the sampling event.

e. The CONTRACTOR shall submit the lab and field data above electronically in either Excel or Access format.

5. **AUDITS**

a. AUDITS BY THE DEPARTMENT – Pursuant to Rule 62-160.650, F.A.C., the Department may conduct audits of field and/or laboratory activities. In addition to allowing Department representatives to conduct onsite audits, the CONTRACTOR, upon request by the Department, must provide all field and laboratory records pertinent to the contracted field and laboratory activities. If an audit by the Department results in a determination that the reported data are not usable for the purpose(s) or do not meet the data quality objectives specified by the Contract, the DEP contract manager shall pursue remedies available to the Department, including those outlined in Section 8 below.

b. PLANNING REVIEW AUDITS –

(i) Initial: Within 15 days of completing the first sampling and analysis event, the CONTRACTOR and all associated subcontractors shall review the planning document (see Section 6 below) relative to the completed field and laboratory activities to determine if the data quality objectives are being met, identify any improvements to be made to the process, and refine the sampling and/or analytical design or schedule. Within one month of the review, a summary of the review, including any corrective action plans or amendments to the planning document, shall be sent to the DEP contract manager and a copy shall be maintained with the permanent project records.

(ii) Ongoing: Planning reviews as described in item (i) above shall occur annually.

c. QUALITY SYSTEMS AUDITS – The CONTRACTOR and all subcontractors shall ensure that any required laboratory and field quality system and management systems audits are performed according to the respective Quality Manuals for each contracted and sub-contracted entity. These audits shall be documented in the CONTRACTOR's and subcontractors' records.

d. STATEMENTS OF USABILITY – As a part of the audit process and the final report, the CONTRACTOR shall provide statements about data usability relative to the Contract Data Quality Objectives and Data Quality Indicators specified in the planning document, this attachment and the addenda.

(i) The CONTRACTOR shall ensure that all acceptance and usability criteria required by this Contract not specified above are listed in the planning document.

(ii) The CONTRACTOR shall ensure that the results of all quality control measures described above are evaluated according to the acceptance criteria listed in this attachment, the addenda and the planning document.

(iii) The CONTRACTOR shall ensure that all sample results are evaluated according to the additional usability criteria specified in the planning document.

6. **PLANNING DOCUMENT**

a. The CONTRACTOR shall submit the planning document identified below to the DEP contract manager no later than 120 days prior to the commencement of field and laboratory activities. Failure to submit the planning document in this required timeframe shall result in a delay of approval to begin work until the document has been submitted to the Department and approved by the DEP contract manager. The document shall be submitted as a *Sampling and Analysis Plan or, if desired, as the final monitoring plan submitted to the DEP contract manager*. In either case, the plan shall include/discuss the information contained in the document "Requirements for Field and Analytical Work Performed for the Department of Environmental Protection Under Contract", DEP-QA-002/02.

b. The CONTRACTOR and subcontractors may submit a version of the planning document to the Department for approval no more than three times. If the CONTRACTOR fails to obtain approval for the planning document after the third (final) submission to the Department, the DEP contract manager may suspend or terminate the Contract.

c. The DEP Contract number shall appear on the title page of the submitted planning document. Within forty-five (45) days of receipt of the properly identified planning document by the Department, the Department shall review and either approve the planning document or provide comments to the CONTRACTOR and affected subcontractors as to why the planning document is not approved. If further revisions are needed, the CONTRACTOR shall then have fifteen (15) days from the receipt of review comments to respond. The Department shall respond to all revisions to the planning document within thirty (30) days of receipt of any revisions.

d. If the review of the planning document by the Department is delayed, through no fault of the CONTRACTOR, beyond sixty (60) days after the planning document is received by the Department, the CONTRACTOR shall have the option, after the planning document is approved, of requesting and receiving an extension in the term of the Contract for a time period not to exceed the period of delayed review and approval. This option must be exercised at least sixty (60) days prior to the current termination date of the Contract.

e. Sampling and analysis for the Contract may not begin until the planning document has been approved.

f. Once approved, the CONTRACTOR shall follow the protocols specified in the approved planning document including, but not limited to:

- Ensuring that all stated quality control measures are collected, analyzed and evaluated for acceptability;
- Using only the protocols approved in the planning document; and
- Using only the equipment approved in the planning document.

g. If any significant changes in procedures or test methods, changes in equipment, changes in subcontractor organizations or changes in key personnel occur, the CONTRACTOR shall submit appropriate revisions of the planning document to the DEP contract manager for review. The proposed revisions may not be implemented until they have been approved by the DEP contract manager. If the CONTRACTOR fails to submit the required revisions, the DEP contract manager may suspend or terminate the Contract.

h. When the approved planning document requires modification, the amendments shall be

(i) Provided in a new planning document, or

(ii) Provided as amended sections of the current planning document, or

(iii) Documented through written or electronic correspondence with the DEP contract manager and incorporated into the approved planning document.

7. **DELIVERABLES**

a. The following lists the expected schedule for the deliverables that are associated with the Quality Assurance requirements of this Contract:

(i) Copy of DoH ELCP Certificate(s) and the associated list(s) of specific fields of accreditation, per item 2.d above.

(ii) Non-standard laboratory or field procedures – The CONTRACTOR shall submit to the DEP contract manager all required information necessary for review of non-standard procedures per items 2.h. and 3.b. above.

(iii) Reports of planning review audits as specified in item 5.b. above.
(iv) Statements of Usability as specified in item 5.d. above.
(v) Planning document per Section 6, above.

8. **CONSEQUENCES**

a. Failure to comply with any requirement of this attachment may result in:
   (i) Immediate termination of the Contract.
   (ii) Withheld payment for the affected activities.
   (iii) Contract suspension until the requirement(s) has been met.
   (iv) A request to refund already disbursed payments.
   (v) A request to redo work affected by the non-compliant activity.
   (vi) Other remedies available to the Department.

Addendum 1
Quality Control Requirements for Laboratories Performing Chemical Analysis

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. Matrix-Related Quality Control Samples - The CONTRACTOR shall ensure that samples associated with this Contract are used for matrix spikes, and either laboratory duplicates or matrix spike duplicates. The laboratory shall analyze these samples:
   a. The first time samples from a sample collection matrix (see Table FA 1000-1) are submitted to the laboratory under this Contract for analysis. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   b. The last time samples from the sample collection matrix are received and analyzed. The laboratory shall select one or more of the received samples for use in composition of the matrix spike and duplicates.
   c. Spike levels must be at the concentrations specified in item 3 below.
   d. If the selected sample concentration is expected to be below the Contract-specified practical quantitation limit (PQL) listed in the planning document, then matrix spike duplicates must be used.
2. Per NELAC Chapter 5 requirements, as least one Laboratory Control Sample (LCS; also known as Laboratory Fortified Blank) shall be prepared, analyzed and evaluated with each batch of 20 samples or less.
   a. The acceptance criteria for the LCS shall be specified in the planning document.
   b. If the LCS is unacceptable, the samples associated with the LCS shall be reprocessed with a new LCS. If the samples cannot be reprocessed, the data must be appropriately qualified.
3. For applicable analytes denoted in the planning document, a QC check sample, standard reference material (SRM) or other quality control sample, hereinafter identified collectively as quality control check samples (QCCS), shall be processed with each sample preparation batch and analyzed for evaluation according to the acceptance limits established for the QCCS.
   a. Analysis of a QCCS is required for but not limited to the following analyses:
      (i) Chlorophyll – the assay for the QCCS or its original formulation shall have been determined by an organization external to the laboratory ;
      (ii) Biochemical oxygen demand (BOD) or carbonaceous BOD (CBOD) – the method-specified glucose/glutamic acid check solution shall be used; and,
   b. If the QCCS is unacceptable, the samples associated with the QCCS shall be reprocessed with a new QCCS. If the samples cannot be reprocessed, the data must be appropriately qualified for all contracted samples in the preparation batch.
4. Spiking/Fortification Requirements - All spike fortifications must take place prior to any required sample preparation steps (e.g., sample extraction, sample digestion, pH adjustment, etc.). The final concentration of any spike fortification shall be at the applicable level identified below.
   a. If any of the samples in the preparation batch are non-detect (i.e., below the MDL specified in the planning document), the spiking level must not be greater than 2 times the Contract-specified PQL.
   b. The concentration of a spiked sample cannot exceed 5 times the highest concentration of any contracted sample in the preparation batch.
5. Evaluation of Matrix Spikes - The results of matrix spikes must meet the acceptance criteria specified by the Contract and listed in the planning document or the data must be appropriately qualified.
   a. If the failure is reported to be due to *sample* matrix interference, the laboratory shall document the process by which this conclusion is determined.
6. Evaluation of Laboratory Duplicate/Replicate Samples – All replicate samples (sample duplicates, matrix spike duplicates, LCS duplicates or other replicates) must be evaluated for a precision criterion not to exceed 20 % RPD. This criterion shall be listed in the planning document.
   a. In the event that laboratory replicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
7. Instrument Calibration – In addition to calibration procedures specified in the analytical methods listed in the planning document, the CONTRACTOR shall ensure that the following requirements are met:
   a. All sample results shall be chronologically bracketed between acceptable calibration verifications.
   b. Initial Calibration Requirements
      (i) The minimum number of calibration standards required to calibrate each instrument used for the contracted analyses shall conform to the analytical method approved in the planning document. If the

minimum number of calibration standards is not specified in the method, the number must be specified in the planning document and shall be consistent with the NELAC Chapter 5 standards.

(ii) Unless otherwise specified by the method, all sample results shall be based on the initial calibration curve responses.

(iii) If linear regressions are used, the correlation coefficient shall be equal to or greater than 0.995 for all regressions.

(iv) Immediately after performing an initial calibration, the accuracy of the calibration shall be verified using a second source. A second source may be a standard, a Standard Reference Material (SRM), or other sample type with a verified concentration such as a QC Check Sample. Standards must have been prepared from a different lot or vendor.

(v) The acceptance criteria for second-source verifications shall be specified in the planning document.

(vi) Sample analysis cannot proceed if an initial calibration is unacceptable.

c. Continuing Calibration Requirements:

(i) When an initial calibration is not performed on the day of analysis, a continuing calibration standard shall be analyzed, evaluated and determined to be acceptable prior to analyzing samples.

(ii) A continuing calibration standard shall be analyzed and evaluated at the end of the analytical run.

(iii) The acceptance criteria for continuing calibration verifications shall be specified in the planning document.

(iv) For each analytical run, the analytical sensitivity must be evaluated using a continuing calibration standard prepared at the Contract-specified PQL. The analyzed value of this standard must be within 70% – 130% of the expected value. If this PQL check fails, the blank and associated sample results must be reported as "estimated" per Chapter 62-160, F.A.C. unless the affected results are at least 10 times the absolute value of the observed bias of the PQL check.

(v) If a continuing calibration verification fails, samples not chronologically bracketed by acceptable calibration verifications must be reanalyzed or appropriately qualified.

d. Sample results below the Contract-specified PQL and above the highest calibration standard shall be appropriately qualified.

8. Quality Control Blanks

a. If a Contracted analyte is detected in any analytical QC blank, the sample results that are associated with the blank must be reported with the appropriate qualifier from Chapter 62-160, F.A.C., unless the affected sample concentrations are at least 10 times higher than the calculated QC blank concentration.

b. Sample results must be chronologically bracketed with acceptable beginning and ending analytical QC blanks.

c. If a Contracted analyte is detected in the field blank, equipment blank or trip blank, the result must be confirmed by reanalyzing a new aliquot of the blank unless the sample concentration results associated with the blank are at least 10 times the calculated blank concentration. The laboratory must investigate the blank contamination to determine that positive blank results are not due to a laboratory error and report the affected samples and field-generated blank results with appropriate qualifiers and/or comments.

9. If any quality control measure or calibration verification fails (including those specified above), samples that are associated with the failure must be reanalyzed, if possible. Sample data that are associated with a failed quality control measure or calibration must be appropriately qualified as specified in Chapter 62-160, F.A.C. An explanatory comment must be attached to the final report for each result that has a qualifier code other than U, I, or A. Any additional qualifier codes used but not explicitly listed in Chapter 62-160, F.A.C. must be identified and defined in the report.

10. The reported MDL and PQL for each sample must be adjusted for dilution factors and any relevant preparation weights and volumes.

Addendum 2
Quality Control Requirements for Laboratories Performing Microbiological Testing

In addition to the quality control requirements outlined in Chapter 5 of the NELAC Standards, the following quality control measures shall be implemented for this Contract. Note: "Sample" refers to samples that have been either collected or analyzed under the terms of this Contract.

1. All microbiological analyses must conform to the requirements for facilities, personnel qualifications, equipment specifications and quality control measures discussed in *AWWA Standard Methods 20th edition, section 9020.*
2. Quality Control Blanks
   a. If the membrane filter technique is used, the sample set(s) shall be associated with a beginning and ending filtration blank.
   b. The results of any blank must be < 1 CFU/100 mL or the associated sample results must be reported with the appropriate qualifier from Chapter 62-160, F.A.C.
3. Laboratory Quality Control Duplicates
   a. At least 10% of the samples (or one per test run) shall be duplicated.
   b. All duplicate results shall be evaluated per method specifications using the precison criterion. The range of the transformed duplicates shall not exceed the precision criterion established by the laboratory. In the event that laboratory duplicate agreement is not observed, the laboratory must investigate the poor precision and report the results with appropriate qualifiers and/or comments.
   c. Field Quality Control Duplicates or Replicates - In the event that agreement (less than or equal the laboratory established precision criterion) is not observed between results from field-generated replicate samples, the laboratory must investigate the replicate analyses to determine that poor precision is not due to a laboratory error and report the results with appropriate qualifiers and/or comments. The laboratory shall use the analytical method specifications for precision control as a guide to evaluation of the field-generated replicate results.
4. Colony Counts
   a. In addition to the requirements listed below, all analytical results shall be calculated by the procedures established in the microbiological method(s) approved for the Contract and listed in the planning document.
   b. The laboratory shall make every attempt to ensure that colony counts are in the ideal range of 20 – 60 colonies per plate. Reported values from colony plate counts outside this range shall be qualified with a "B" (unless the reported value is from a 100 mL sample and the count is less than 20).
   c. If all counts are above 60, the result shall be calculated and reported from the highest dilution. This result must be reported as "estimated".
   d. The laboratory shall follow the reporting requirements specified in the method for other results that are outside the ideal range (item 5.b. above)
   e. If the sample result is "too numerous to count (TNTC)" the laboratory shall report the filtration volume with the data qualifier "Z".
   f. Colony counts from samples that have been verified shall be adjusted based on the verification results as specified in the analytical method approved for this Contract and listed in the planning document.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure and Payroll Approval Lists, and BCC Official Minutes

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Lists; Approval of BCC Minutes dated July 24, 2007.

County-wide Dave Godwin

BACKGROUND:

Expenditure Approval Lists dated July 23, 30 & August 6, 2007; and Payroll Approval List dated July 26, 2007; BCC Official Minutes dated July 24, 2007; Clerk's "Received and Filed" - for information only.

STAFF RECOMMENDATION:

Staff recommends the Board approve Expenditure Approval Lists dated July 23, 30 & August 6, 2007; and Payroll Approval List dated July 26, 2007; BCC Official Minutes dated July 24, 2007.

ATTACHMENTS:

1. Clerk's Report 8 28 07

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure and Payroll Approval Lists, and BCC Official Minutes

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 08-28-2007 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of BCC Minutes dated July 24, 2007.

BACKGROUND:

1. Expenditure Approval Lists dated July 23, 30 & August 6, 2007; and Payroll Approval List dated July 26, 2007.

2. BCC Official Minutes dated July 24, 2007.

3. Clerk's "Received and Filed" - for information only.

Reviewed by:
Co. Att_____
OMB_____
Other_____
DCM_____
CM_____

CLERK'S REPORT
August 28, 2007

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated July 23, 30, & August 6, 2007; and Payroll Approval List dated July 26, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated July 24, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Amendment #1 to Work Order #66 for PS-5165-04.

2. Work Order #5 to PS-1074-06.

3. Amendment #1 to Work Order #9 for RFP-0013-05.

4. Letter to Clerk of Court, Tax Collector and Helen Hernandez from the Assistant General Counsel, St. Johns River Water Management District, regarding Certificate No. 1796, Dreyfuss Interstate Development Corp.

5. Maintenance Bond in the amount of $6,938.63 for SR 434-Panera Bread-Altamonte aka Mobile Manor.

6. Work Order #7 to PS-1529-06.

7. First Amendment to CC-1252-04, Stage Door II, Inc.

8. First Amendment to CC-1741-07, CEM Enterprises, Inc.

9. Fourth Amendment to CC-1267-05, KMG Fence, LLC.

10. Assignment of RFP-600097-06, Employee Assistance Program Agreement.

11. Change Order #3 to CC-1449-06.

12. Work Orders #51 and #52 to PS-5120-02.

13. Change Order #2 to Work Order #1 for CC-1075-06.

14. Change Order #3 to CC-0256A-06.

15. Second Amendment to RFP-4259-05, Beck Disaster and Recovery Services, Inc.

16. Fourth Amendment to RFP-4127-01, Grubbs Emergency Services, LLC.

17. Second Amendment to RFP-4127-01, DRC Emergency Services, LLC.

18. Work Order #2 to RFP-4259-05.

19. Change Order #1 to CC-1416-06.

20. Work Order #6 to PS-0381-05.

21. Certified Tennis Pro Agreement with Sarah Harkins.

22. Change Order #1 to CC-0751A-06.

23. Contract RFQ-600177-07, Exide Technologies.

24. Second Amendment to RFP-4259-05, CPH Engineers.

25. Second Amendment to CC-1252-04, Parthenon Construction Co.

26. Letter of acceptance and Bill of Sale for the project known as Willa Springs Ph.2, Lot 5.

27. Denial Development Order for Nora Martinez, Lot 9, Virginia Avenue.

28. Work Order #42 to CC-1267-05.

29. Recorded Temporary Subordination of Utility Interests and Subordination of Utility Interests, City of Altamonte Springs, as approved on Feb. 28, 2006.

30. Change Orders #4 and #5 to CC-0256A-06.

31. Devlopment Orders as follows: Charlotte Vogel, Atlantic Avenue, Lot 168; David Gardner, Emmett Avenue (Lot 76); Jacob & Angela Berkbigler, 5545 Ligustrum Loop; Herman & Sherry Rigdon, 2960 Lowery Drive; Wayne & Debby Bushkin, 4591 Whimbrel Place; Ray & Joan Coleman, 1323 Monte Lane; Darryl & Gay Alice Taylor, 2219 King Alpines Ct.; Derrick Sims, 602 Longmeadow; David & Shirley Gurney, 2642 Tierra Circle; Robert R. Taylor, 490 Whittingham Place; James M. & Bonnie L. Urichko, 7034 Arbor Court; Thomas E. & Kimberly M. Osment, 370 Radebaugh Court; Sustainable Dev., LLC, 102 Lake Minnie Drive; Joseph J. Battaglia, 2454 Castlewood Road; and Holy Trinity Greek Orthodox Church, 1217 Trinity Woods Lane.

32. Work Orders #8 and #9 to PS-1501-06.

33. Amendment #1 to Work Order #64 for PS-5165-04.

34. Work Order #10 to PS-1529-06.

35. Work Order #6 to PS-5169-04.

36. First Amendment to the City of Oviedo Joint Planning Agreement, approved on April 24, 2007.

37. Memorandum to Sandy McCann from Liz Parkhurst, Planning & Development, regaring outstanding documents.

38. Letters to and from the Purchasing Department regarding RFP-600209-07.

39. Maintenance Agreements and Letters of Credit in the amount of $64,900.72 for Hanover Pointe, and in the amount of $50,000 for Vantage Point.

40. Letter to Maryanne Morse, Clerk of Circuit Court, from William O. Monroe, Auditor General, transmitting copy of Operational Audit of Florida Bright Futures Scholarship Program for fiscal year ended June 30, 2006.

41. Contract #M-2199-07, Sunrise Systems of Brevard, Inc.

42. Addendum #1 to the West Lake Supercenter PCD Developer's Commitment Agreement.

43. Addendum #2 to the Colonial Center Heathrow PUD.

44. Contract M-2352-07, Urban Dynamics, Inc.

45. Conditional Utility Agreements for Water and Sewer Service with ABC Liquors, Inc. and Sunshine Lake Mary, LLC.

46. Letters of acceptance and Bills of Sale for the projects known as The Villas at Chase Groves, Hanover Pointe and Vantage Point.

47. Right of Entry Agreements for Lots 22 and 32, Sanlando Estates, JEMM Construction, LLC.

48. Addendum #1 to the Amended and Restated Colonial Grand at Heathrow Reserve Final

Master Plan Developer's Commitment Agreement.

49. Development Order for Palm Ranch, Inc./Rolf Bergmann, Rivercrest PUD.

50. 2007-2008 Cultural Facilities Program Applicantion.

51. Memorandum to Sandy McCann from Jerry McCollum, County Engineer, submitting fully executed copy of the Supplemental Local Agency Program Agreement with FDOT, as approved on Jan. 9, 2007.

52. Certificate of Title for The Preserve at Lake Charm.

53. Work Orders #34 and #49 to RFP-4214-04.

54. Work Order #19 to PS-0381-06.

55. Certificate of Completion for CC-1809-07.

56. Notices from the Public Service Commission regarding Docket No. 060368-WS, Aqua Utilities Florida, Inc.

57. Work Order #11 to PS-1529-06.

58. Work Order #48 to RFP-4214-04.

59. Recorded Conservation Easement for Vantage Point Properties.

60. Original and amended Letters of Credit for Grande Oaks in the amount of $1,293,033 and additional Letter of Credit in the amount of $46,628 for Grande Oaks.

61. Title Insurance Policy and General Warranty Deed for CR 15 (Monroe Road), Frances E. Galloway.

62. Title Insurance Policy and Permanent Drainage Easement for CR 15 (Monroe Road),

Edgar Bruce, Mary Ann Bruce, Lisa B. Cannavino and Laura B. Patrick.

63. Title Insurance Policy, General Warranty Deed and Temporary Construction Easement for CR 15 (Monroe Road), Joseph and Sandra Gorman.

64. Title Insurance Policies, General Warranty Deed, Drainage and Utility Easement, Sidewalk Easement, Trust Affidavit, Partial Release of Mortgage and Subordination, Consent and Joinder of Easement for CR 15 (Monroe Road), C. William Harkins.

65. Bids as follows: RFP-2086-07; CC-2213-07; RFQ-600187-07; CC-2167-07; #600220-07; CC-2059-07; RFI-600219-07; and Presentation Handouts for PS-2084-07 and PS-1905-07.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to Seminole County TRIAD

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to expend $5,000 from the Law Enforcement Trust Fund to provide for a contribution to Seminole County TRIAD.

County-wide Penny Fleming

BACKGROUND:

Seminole County TRIAD is a not for profit organization that facilitates the collaborative partnership between law enforcement, fire and medical personnel, hospitals, and seniors clubs and organizations to enhance first responder services to senior citizens. During disasters such as the 2004 hurricanes, members of the TRIAD partnership provided critical services to Seminole County seniors including well being checks, assistance with medical needs, and providing transport to shelters. Seminole County TRIAd is now attempting to purchase medical identification refrigerator magnets that will allow first responders to quickly identify the medical conditions of senior citizens living in a housing unit. This product will save valuable time for first responders attempting to assist the elderly. The Sheriff's Office supports the efforts of Seminole County TRIAD and desires to contribute $5,000 to the partnership utilizing Law Enforcement Trust Fund monies.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $21,256.57.

STAFF RECOMMENDATION:
Staff recommends approval by the Board of County Commissioners to expend $5,000 from the Law Enforcement Trust Fund to provide for a contribution to Seminole County TRIAD.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure - Contribution to Elizabeth House

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to expend $1,000 from the Law Enforcement Trust Fund to provide for a contribution to Elizabeth House, Inc.

County-wide Penny Fleming

BACKGROUND:

Elizabeth House, Inc., located in Seminole County is a not for profit agency whose mission is aimed at assisting those who are victims of domestic violence. The program stresses education and prevention while providing medical, dental and eye care for program participants. At present, five families are living in the house and approximately 200 additional families per year receive assistance from the Elizabeth House staff. Elizabeth House is in need of financial support in order to continue meeting the needs of its clients. The Sheriff's Office supports the efforts of Elizabeth House, Inc. and desires to contribute $1,000 utilizing Law Enforcement Trust Fund monies.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $21,256.57.

STAFF RECOMMENDATION:
Staff recommends approval by the Board of County Commissioners to expend $1,000 from the Law Enforcement Trust Fund to provide for a contribution to Elizabeth House, Inc.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Law Enforcement Trust Fund Expenditure for the Central Florida Dream Center

DEPARTMENT: Sheriff's Office **DIVISION:**

AUTHORIZED BY: April Boswell **CONTACT:** Penny Fleming **EXT:** 6617

MOTION/RECOMMENDATION:
Approval by the Board of County Commissioners to expend $5,000 from the Law Enforcement Trust Fund to provide for a contribution to Central Florida Dream Center.

County-wide Penny Fleming

BACKGROUND:

The Central Florida Dream Center is a community based 501(C)(3) non-profit organization operating from a facility in the high crime community of Goldsboro, located in Sanford. The Center offers numerous prevention, mentoring and intervention programs, many of which target at-risk youth and their families. The Center also works closely with local law enforcement on enforcement issues. Over the past five years, the Central Florida Dream Center has assisted over one thousand individuals and mentored over one hundred at-risk youth. The Sheriff's Office is a strong supporter of the Center's numerous programs and therefore desires to contribute $5,000 in funding from the Law Enforcement Trust Fund.

This request complies with Chapter 932.7055 (4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund Cash Balance prior to this commitment is $21,256.57.

STAFF RECOMMENDATION:
Staff recommends approval by the Board of County Commissioners to contribute $5,000 from the Law Enforcement Trust Fund to provide funding in support of the Central Florida Dream Center.

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Land Purchase for Jetta Point Park

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Steve Howard **CONTACT:** Stan Hunzinger **EXT:** 5253

MOTION/RECOMMENDATION:
Staff is seeking authorization to negotiate the purchase of land for the Jetta Point Park Project (Parcel # 04-21-31-300-002E-0000), 1005 Jetta Point, Winter Springs, FL 32708.

District 2 Michael McLean Meloney Lung

BACKGROUND:

The owner, Charles Clark, of Parcel # 04-21-31-300-002E-0000, 1005 Jetta Point, Winter Springs, FL, contacted staff expressing an interest in selling the property. This parcel is surrounded by County-owned properties acquired for the Jetta Point Park Project. Should the County not acquire this property, an access easement would have to be granted for ingress/egress to the property.

Mr. Clark has indicated that he has approached both Nextel and AT&T in regards to their needs for the property as a cell tower site. He is currently negotiating with Nextel.

Staff requested Pomeroy Appraisal Associates of Florida, Inc. to appraise Mr. Clark's property. The appraisal indicates that the highest and best use of this property is for commercial development, with an appraised value of $415,000.

STAFF RECOMMENDATION:
Staff is requesting the Board of County Commissioners authorize staff to begin negotiations with Mr. Clark for the acquisition of Parcel # 04-21-31-300-002E-0000, 1005 Jetta Point, Winter Springs, FL.

ATTACHMENTS:

1. Property Appraiser Data
2. Maps and Aerials

Additionally Reviewed By:
No additional reviews

PARCEL DETAIL

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GENERAL

Parcel Id: 04-21-31-300-002E-0000
Owner: CLARK CHARLES W TRUSTEE
Own/Addr: FBO
Mailing Address: 6505 SAINT PARTIN PL
City,State,ZipCode: ORLANDO FL 32812
Property Address: 1005 JETTA PT WINTER SPRINGS 32708
Facility Name:
Tax District: W1-WINTER SPRINGS
Exemptions:
Dor: 10-VAC GENERAL-COMMERCI

2007 WORKING VALUE SUMMARY

Value Method:	Market
Number of Buildings:	0
Depreciated Bldg Value:	$0
Depreciated EXFT Value:	$0
Land Value (Market):	$131,400
Land Value Ag:	$0
Just/Market Value:	$131,400
Assessed Value (SOH):	$131,400
Exempt Value:	$0
Taxable Value:	$131,400

Tax Estimator

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
QUIT CLAIM DEED	01/2005	05725	1138	$100	Vacant	No
WARRANTY DEED	07/1984	01566	1057	$42,500	Vacant	Yes
QUIT CLAIM DEED	06/1980	01284	1883	$100	Vacant	No
WARRANTY DEED	01/1975	01046	0064	$4,000	Vacant	Yes

Find Sales within this DOR Code

2006 VALUE SUMMARY

2006 Tax Bill Amount:	$2,334
2006 Taxable Value:	$131,400

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

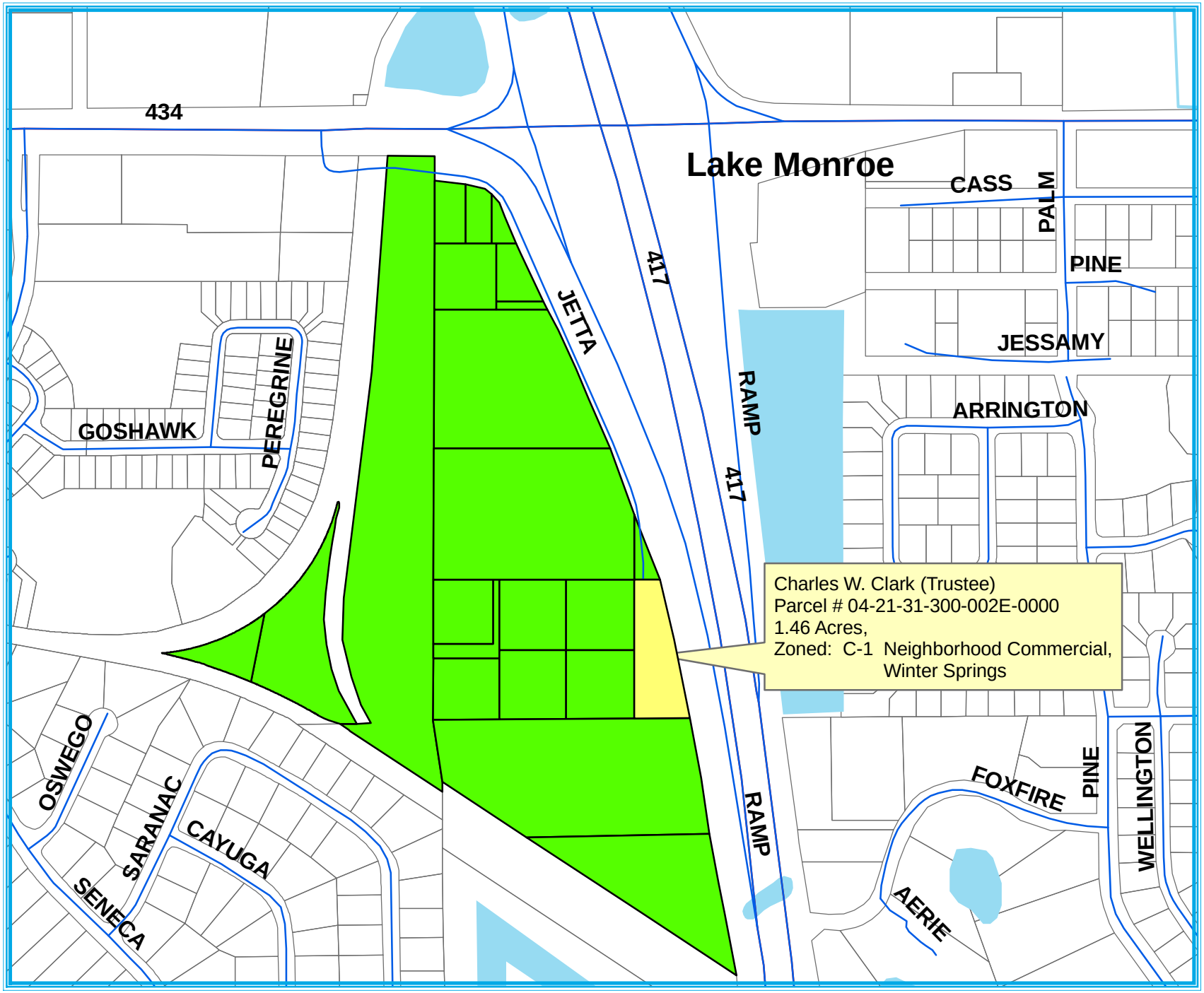
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
ACREAGE	0	0	1.460	90,000.00	$131,400

LEGAL DESCRIPTION

LEG SEC 04 TWP 21S RGE 31E S 461.40 FT OF W 1/2 OF SW 1/4 (LESS W 675 FT & EXPRESSWAY)

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.*

GIS Map
of Property Owned by
Charles W. Clark (Trustee)



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2007 Interlocal Agreement for Public School Facility Planning

DEPARTMENT: Planning and Development **DIVISION:** Administration - Planning and Development

AUTHORIZED BY: Dori DeBord **CONTACT:** Sheryl Stolzenberg **EXT:** 7383

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency.

County-wide Dori DeBord

BACKGROUND:

The Florida Legislature amended Section 163.3180, Florida Statutes (F.S.) in 2005 to mandate the implementation of school concurrency. The legislation requires that each local government enter into an Interlocal Agreement with its School District to more closely coordinate land use planning and approvals with the school facility planning programs by jointly establishing the specific methods by which coordination is to be achieved.

The 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency provides processes for sharing of data, a uniform school concurrency process that will apply countywide and a process whereby the county, cities and school board can evaluate future school sites and jointly determine responsibility for offsite improvements.

The intent of the Interlocal Agreement is to improve coordination of land use and school facility planning and to comply with the requirements of state law.

STAFF RECOMMENDATION:
Staff recommends the Board approve the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency.

ATTACHMENTS:

1. 2007 Interlocal Agreement for Public School Facility Planning and Concurrency
2. REVISED 2007 Interlocal Agreement as presented to the Board 8/28/07

Additionally Reviewed By:
☑ County Attorney Review (Kimberly Romano)

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.

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, circulation space and like areas that do not carry permanent Florida Inventory of School Houses (FISH) capacity in 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 reserved or encumbered 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 otherwise agreed to by the School Board 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 may be appropriate 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 and School Board Policy 5.30. Initiation of attendance boundaries shall be at the sole discretion of the School Board.

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. Consider and approve proportionate share mitigation options for new residential development as appropriate.

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. Changes in school attendance boundaries shall be governed by School Board Policy 5.30, Section 120.54 F.S. and applicable uniform rules for administrative proceedings.

2. At such time as the School Board determines that a school(s) attendance boundary is appropriate considering the above standards, the School Board shall transmit the revised attendance zones or CSAs and data and analysis to support the changes to the Cities, to the County, and to the PSFPC.

3. The County, Cities, and PSFPC shall review the proposed amendment within the times prescribed by Section 120.54 F.S.

4. The change to a Concurrency Service Area boundary shall conform to revised attendance boundaries and 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 puarty 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:

_____
THELMA MCPHERSON, City Clerk

CITY OF CASSELBERRY

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:

CITY OF SANFORD

_____
JANET R. DOUGHERTY, City Clerk

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:

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

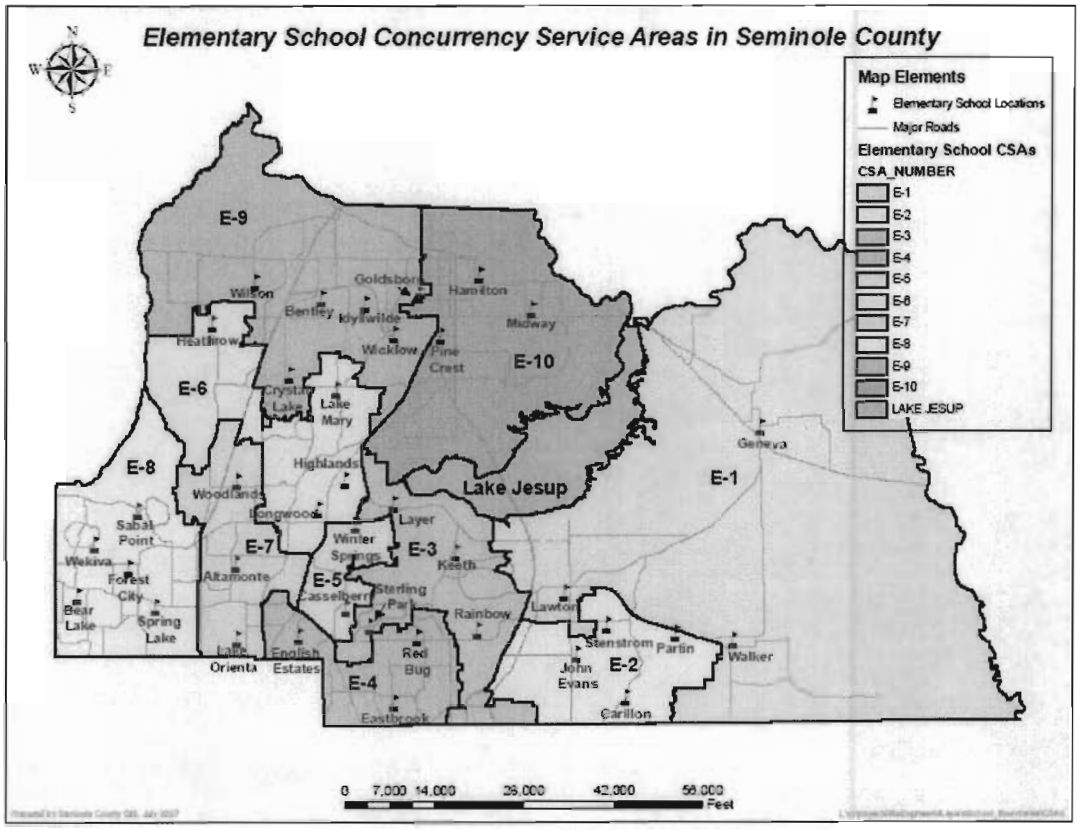
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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.
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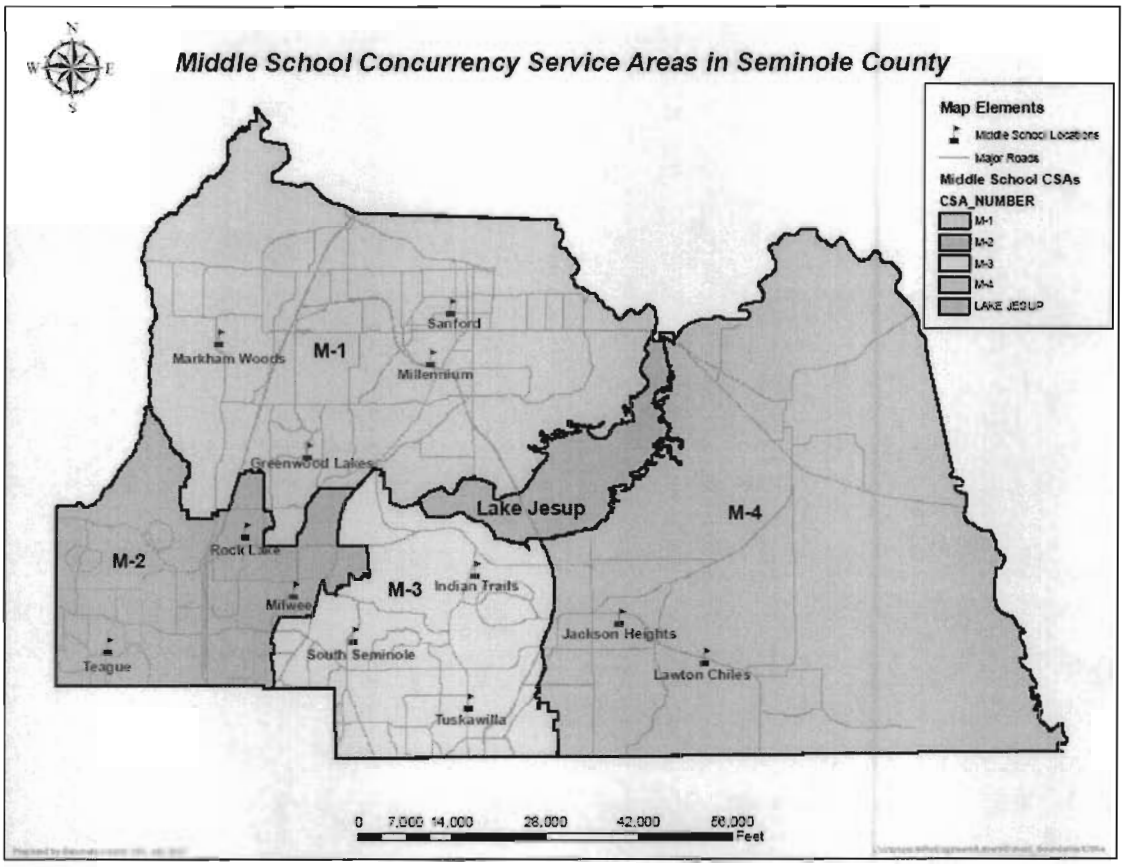

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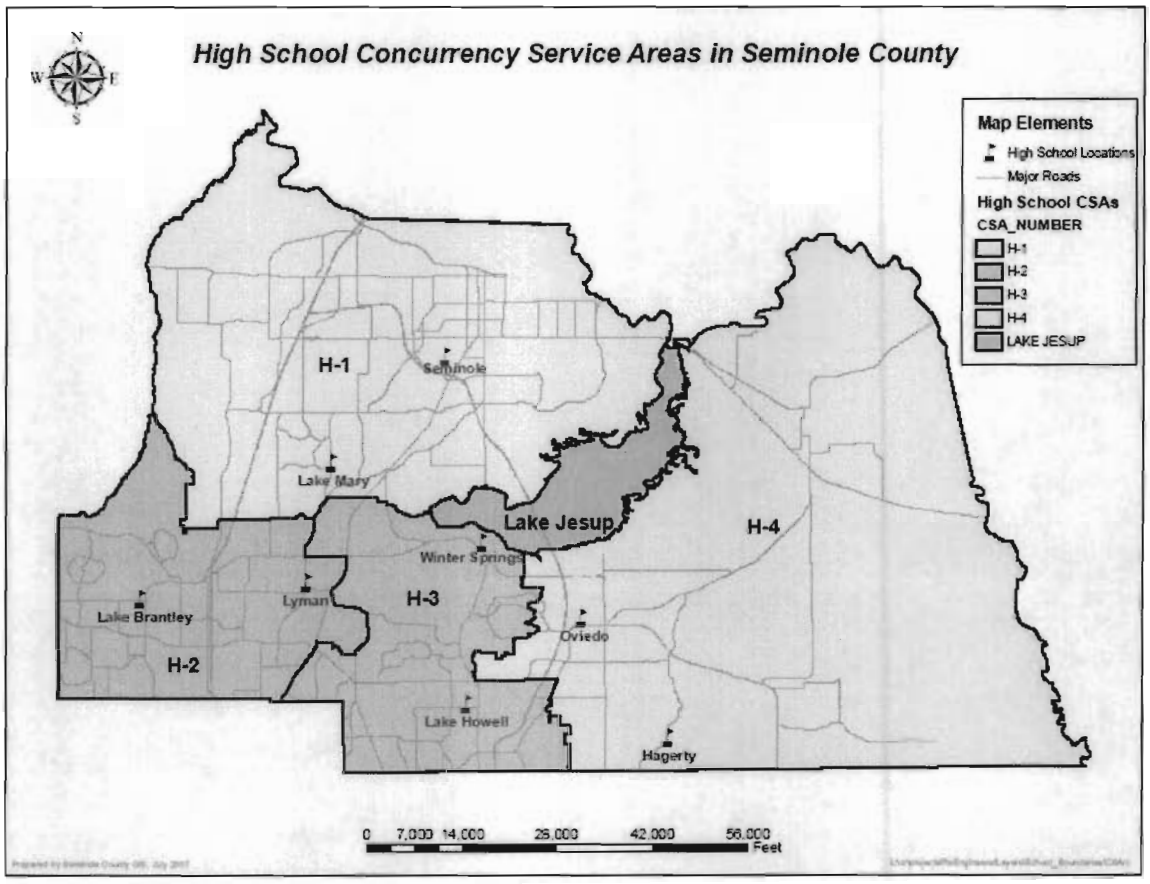

2007 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY
Seminole County, Florida

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.

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, circulation space and like areas that do not carry permanent Florida Inventory of School Houses (FISH) capacity in 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 set aside 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.

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 otherwise agreed to by the School Board 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 may be appropriate 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 and School Board Policy 5.30. Initiation of attendance boundaries shall be at the sole discretion of the School Board.

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. Consider and approve proportionate share mitigation options for new residential development as appropriate.

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 **January 1, 2009**.

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. Changes in school attendance boundaries shall be governed by School Board Policy 5.30, Section 120.54 F.S. and applicable uniform rules for administrative proceedings.

2. At such time as the School Board determines that a school(s) attendance boundary is appropriate considering the above standards, the School Board shall transmit the revised attendance zones or CSAs and data and analysis to support the changes to the Cities, to the County, and to the PSFPC.

3. The County, Cities, and PSFPC shall review the proposed amendment within the times prescribed by Section 120.54 F.S.

4. The change to a Concurrency Service Area boundary shall conform to revised attendance boundaries and 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. By January 1, 2009, 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 encumbrance 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 12.5 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 be 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 **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.

12.5 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 accept a 90 day encumbrance of available school capacity, and within the same 90 day period enter into negotiations 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 12.5(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 12.5(C) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

12.6 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 for the proposed development has been encumbered. Capacity will not be reserved until the local government issues a 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.

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.

12.7 Reserved Capacity. School capacity will be reserved 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. When the local government issues a Development approval for a residential project it shall notify the School Board within 10 working days. The duration for which capacity is reserved shall be subject to the respective municipality's Land Development Code, but shall not exceed two years from the date of 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. Should a Development Approval for a residential development expire, the subject municipality shall notify the School Board. A capacity reservation fee will be established during the regulatory phase of this process.

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.

SECTION 19 EFFECTIVE DATE

19.1 **Effective Date.** This Agreement becomes effective as of January 1, 2008.

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:

CITY OF OVIEDO

_____
BARBARA BARBOUR, City Clerk

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

ATTEST:

CITY OF SANFORD

_____
JANET R. DOUGHERTY, City Clerk

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:

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

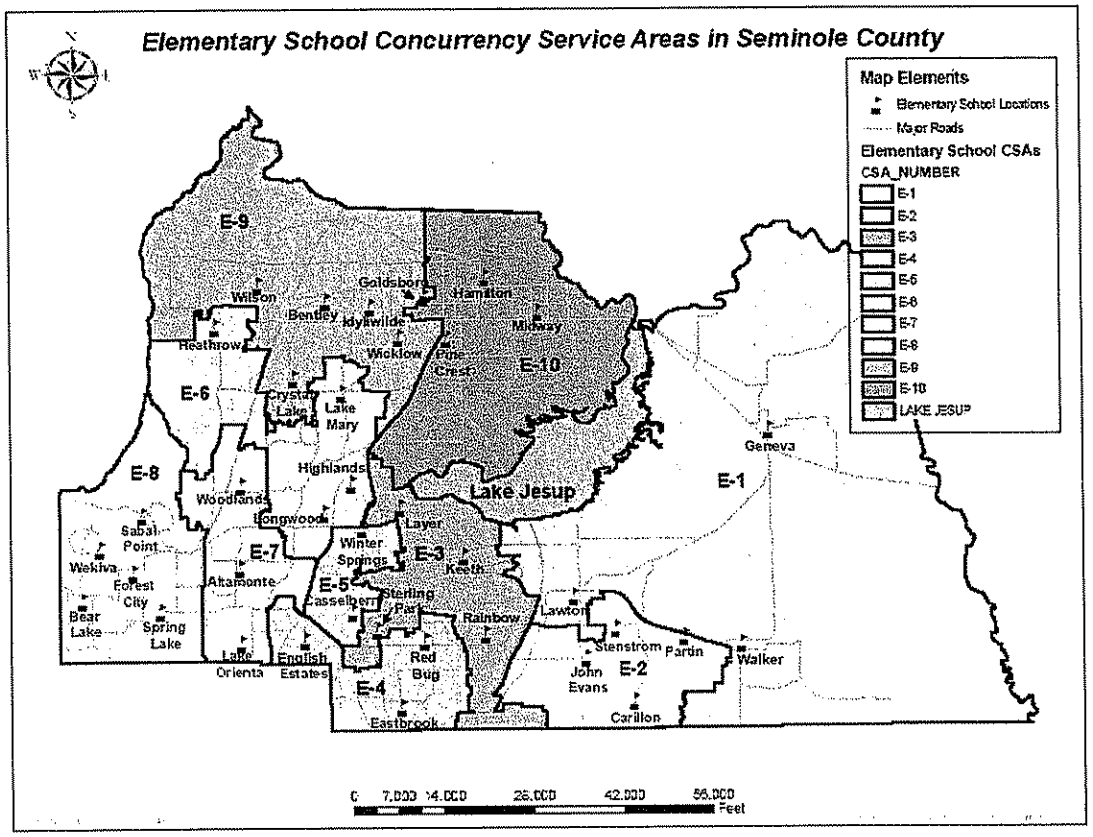
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

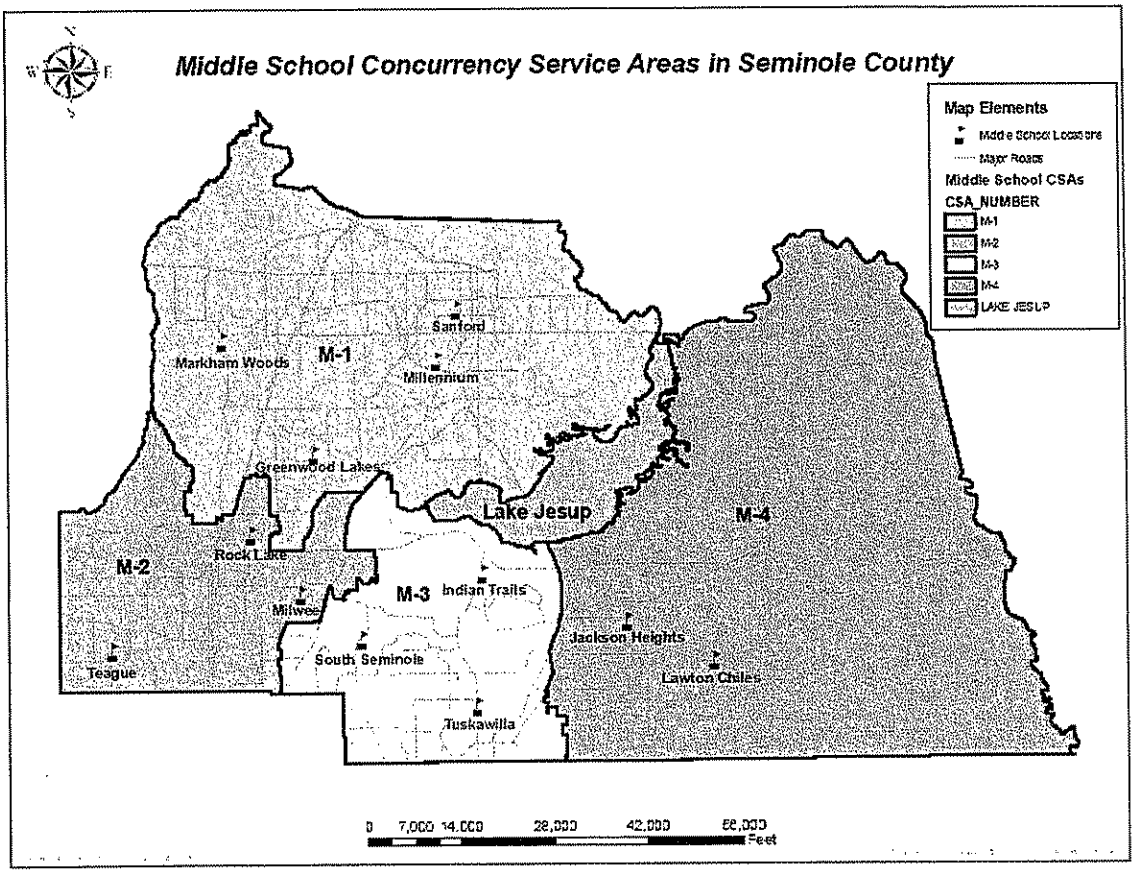
Date: _____

As authorized for execution by the Board of County Commissioners at their _____, 200____ regular meeting.

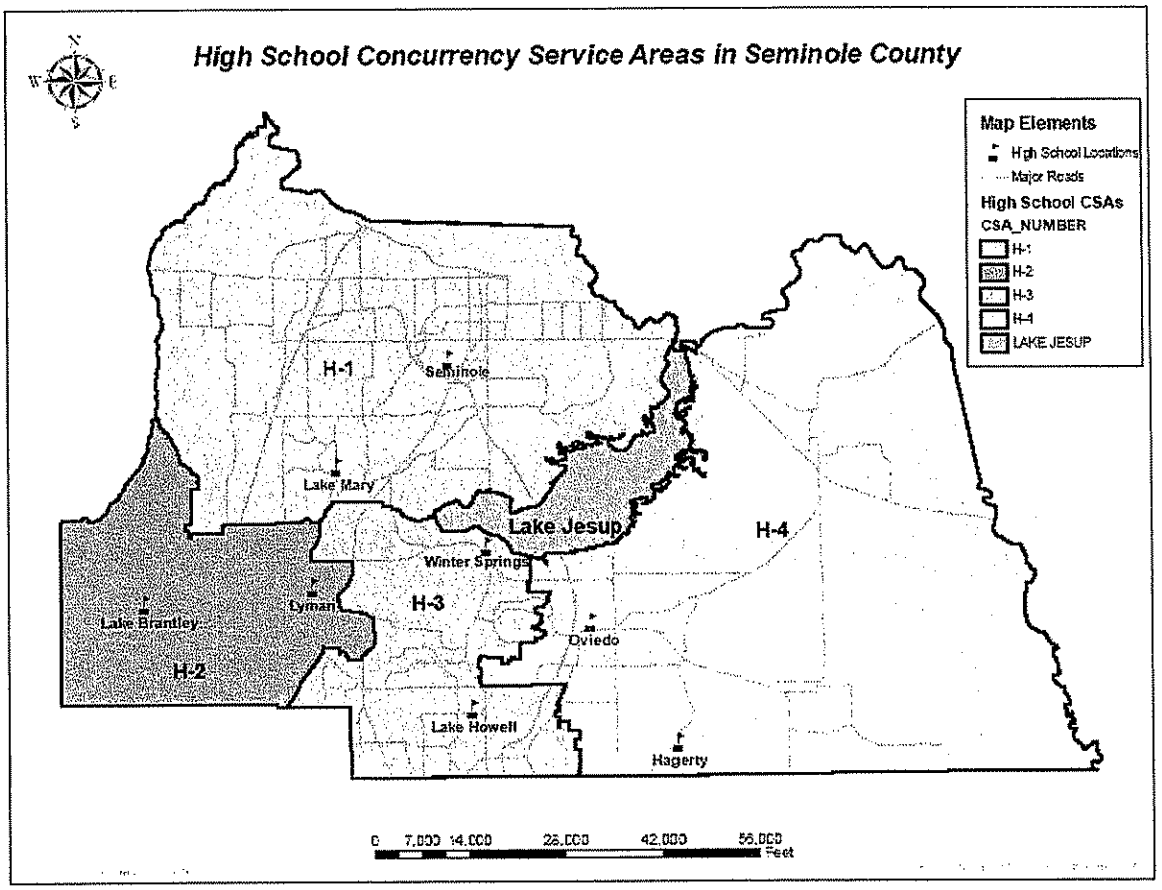
APPENDIX "A"
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Signing and Lighting Seminole County Trail Overpasses/Tunnels Policy Consideration

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** David Martin **EXT:** 5620

MOTION/RECOMMENDATION:
Staff is seeking direction on the Board's interest in creating a policy for signing and lighting of trail overpasses and/or tunnels based on the information listed herein, for inclusion in the Administrative Code.

If so directed, an amendment to the Administrative Code will be drafted and presented to the Board for consideration at a future meeting.

County-wide Jerry McCollum

BACKGROUND:

Recently, cities and other groups involved in the trail system of Seminole County have requested signs, lighting and flags be installed on pedestrian overpasses as well as the trail itself. Seminole County's system of recreational trails and sidewalks includes a number of bridges/tunnels to provide safe roadway crossings for pedestrians, bicyclists, equestrians and other non-motorized users. The unique nature of the surrounding area where the structures are situated requires a design that enhances the aesthetics of the area and consequently a common design for trail structures has not been implemented. Staff is seeking direction from the Board on the following draft policy for regulatory and decorative appurtenant items, such as signage, lighting and other features for these structures based on the differences in their use:

Trail Overpasses/Tunnels

Defined as multi-use overpasses/tunnels that convey a trail over or under a roadway, but are not a functional part of the roadway.

1. Regulatory lighting on pedestrian overpasses will be provided where appropriate and permitted by the agency with jurisdiction. For example, the Cross Seminole Trail/State Road 434 Overpass in Winter Springs had conduit installed for future lighting. The city wants to extend the trail hours of operation after dusk once their Town Center District is developed. This type of lighting has already been approved by FDOT because of concerns for pedestrian safety.

2. Regulatory signage for usage or directional purposes will be provided on trails for trail users. Identifying signage for motorists may be provided along roadways where appropriate and permitted by the agency with jurisdiction.

3. Decorative signage, lighting or other items on structures crossing State or Federal roadways must be approved and permitted by the Florida Department of Transportation (FDOT). Current FDOT policies prohibit any of these usages with the exception of the following flags; United States America, State of Florida, County and City. To maintain consistency throughout the County, decorative signage, lighting or other items on structures crossing County or local roadways would be prohibited.

Pedestrian Overpasses (Non-trail)

Defined as multi-use overpasses associated with the Federal, State or local roadway transportation systems and are a functional part of the roadway. They are open for operation 24 hours a day. For example, once an overpass is constructed, the at grade signalized or non-signalized crosswalks are removed.

1. Regulatory lighting on pedestrian overpasses will be provided where appropriate and permitted by the agency with jurisdiction.

2. Regulatory signage for usage or directional purposes will be provided on the overpass for users. Identifying signage for approaching motorists may be provided along roadways where appropriate and permitted by the agency with jurisdiction.

3. Decorative signage, lighting or other items on structures crossing State or Federal roadways must be approved and permitted by the Florida Department of Transportation (FDOT). Current FDOT policies do not permit such usage with the exception of the following flags; United States America, State of Florida, County and City. To maintain consistency throughout the County, decorative signage, lighting or other items on structures crossing County or local roadways would be prohibited.

Policy Summary

In the interest of safety, uniformity with FDOT policies and design aesthetics, Seminole County will not permit decorative signage, lighting or other items, in the design and construction of overpasses crossing State, County or local roads unless the safety of users is a concern or the signs or lights are required for aviation.

STAFF RECOMMENDATION:

Staff is requesting direction on preparing a policy based on the information listed herein, for inclusion in the Administrative Code.

If so directed, an amendment to the Administrative Code will be drafted and presented for consideration at a future meeting.

Additionally Reviewed By:

- [x] County Attorney Review (Matthew Minter)

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Appeal of the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); 2521 Thicket Ridge Court (Janet Work, applicant)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Denny Gibbs **EXT:** 7387

MOTION/RECOMMENDATION:
[Continued From the 7/24/2007 BCC Meeting]

1. UPHOLD the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); (Janet Work, applicant); or

2. REVERSE the Board of Adjustment decision to deny a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); (Janet Work, applicant).

District 3 Dick Van Der Weide Denny Gibbs

BACKGROUND:

On July 24, 2007 this item was continued to August 28, 2007 to allow the applicant to continue negotiations with the Home Owner Association following a mediation hearing.

The applicant constructed a 10.5 foot by 11.83 foot addition (approximately 125 square feet) without securing the proper building permits and requested a side yard setback variance from 10 feet to 6 feet after the fact. A Notice of Violation was issued April 25, 2006 and upon submission for Buildng Permit review the applicant became aware there was a setback encrochment. At the August 28, 2006 regular meeting, the Board of Adjustment denied the applicant's variance request based upon staff's findings.

The applicant submitted the application to appeal the Board of Adjustment's decision to the Planning Division on September 6, 2006 in order to meet the required deadline for appeal. Shortly after, the applicant filed for mediation as provided through the State of Florida Division of Florida Land Sales, Condomininiums, and Mobile Homes. The applicant subsequently requested that the Appeal of the BOA Decision be considered after the mediation hearing which was June 28, 2007.

STAFF FINDINGS:

The Board of County Commissioners shall have the power to hear and decide appeals from Board of Adjustment decisions, including variances that the Board of Adjustment is specifically

authorized to pass under the terms of the Land Development Code upon determination that all of the following provisions of **Section 30.43(b)(3)** are satisfied:

a) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning classification.

No special conditions or circumstances exist..

b) That the special conditions and circumstances do not result from the actions of the applicant.

No special conditions and circumstances exist.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by Chapter 30 to other lands, buildings, or structures in the same zoning classification.

The granting of the requested variance will confer on the applicant special privileges.

d) That literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification and would work unnecessary and undue hardship on the applicant.

The literal interpretation would not deprive the applicant of rights commonly enjoyed by others. The applicant had the ability to construct the addition within the required setback.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant will still retain reasonable use of the property without the requested variance.

f) That the grant of the variance will be in harmony with the general intent and purpose of Chapter 30, will not be injurious to the neighborhood, or otherwise detrimental to the public welfare.

The granting of the variance will not be in harmony with the trend of development of the neighborhood. All variances that have been granted in this area were for screen enclosures that were in the rear yards.

STAFF RECOMMENDATION:

Staff recommends the Board of County Commissioners uphold the decision of the Board of Adjustment to deny the side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District).

ATTACHMENTS:

1. Continuance request 7/5/07
2. Location Map
3. Picture of addition
4. Notice of Appeal to BCC
5. Site Plan of Existing Condition
6. Code Enforcement Notice
7. Settlement offer 7/6/07
8. BOA Meeting Minutes
9. Additional Information
10. Additional Pictures

Additionally Reviewed By:

☑ County Attorney Review (Kimberly Romano)

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714

TELEPHONE (407) 869-6167
FAX: (407) 869-9559

July 5, 2007

Mrs. Denny Gibbs FAX 407-665-7385
Seminole County Planning and Zoning
Administrative Building
Sanford, Florida 32771

RE: Janet Work Variance Appeal.
REQUEST FOR CONTINUANCE JULY 07 HEARING.

Dear Mrs. Gibbs:

This law firm is now representing Mr. and Mrs. Work in their continuing attempts to resolve all issues with the Sabal Point HOA. Settlement discussion are still on-going.

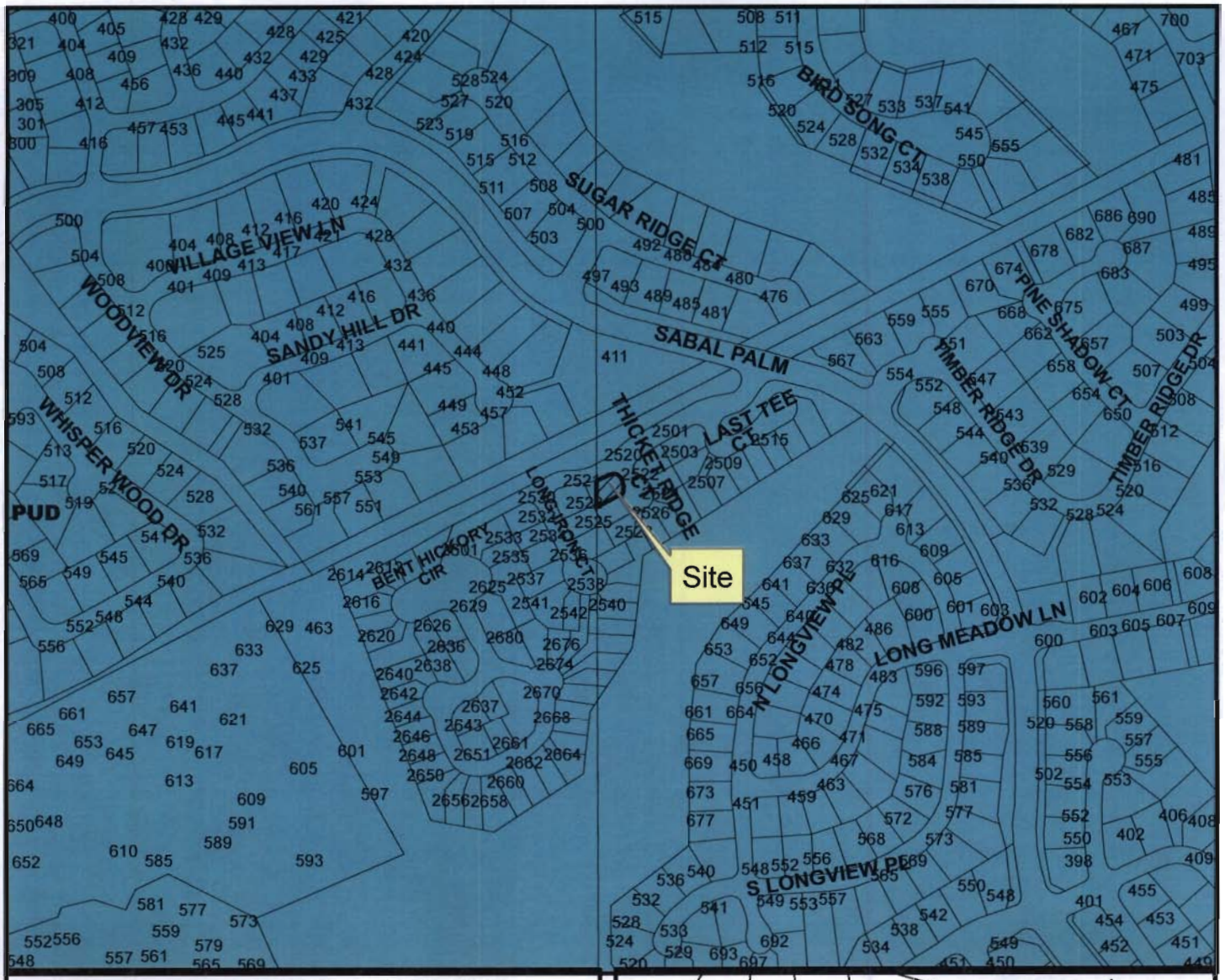
Please continue the Work variance appeal to the August, 07, calendar; and please send a copy of the new notice to this office.

Very truly yours,

William Glenn Roy Jr.

Attorney for Janet Work and Robert Work

Janet & Robert Work
2521 Thicket Ridge Ct
Longwood, Fl 32779



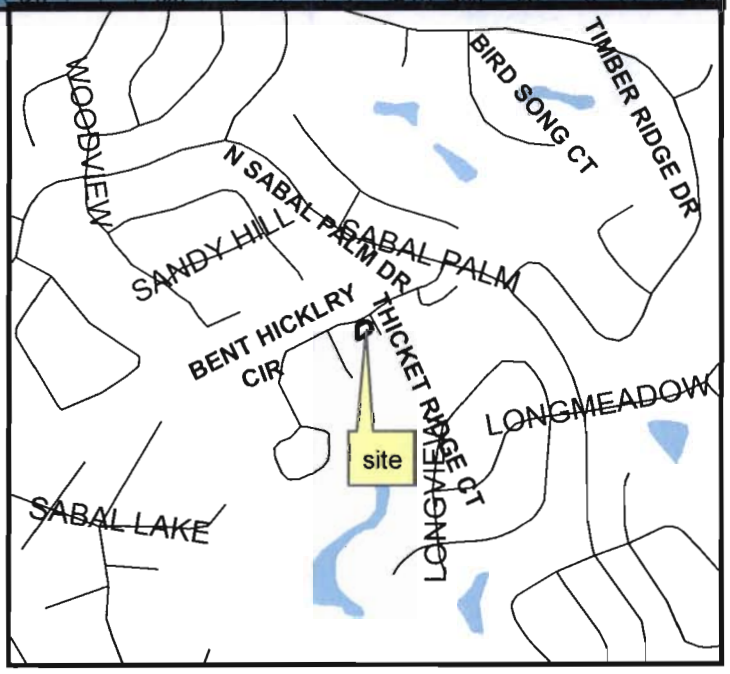
Seminole County Board of Adjustment
August 28, 2006
Case: BV2006-111
Parcel No: 33-20-29-5FP-0000-0170

Zoning

BV2006-111

PUD

N



September 6, 2006

Board of County Commissioners
Seminole County, Florida

Re: 2521 Thicket Ridge Ct. (BV2006-111)

Dear Sirs:

In response to the denial for a variance request for Parcel #33-20-29-5FP-0000-0170 on August 28, 2006 by the Seminole County Board of Adjustment, we feel we have no choice but to appeal in order to state the true facts surrounding the building of an extension to the existing roof line and enclosure of an existing patio at our residence in Sabal Point, **which took place in August & September of 2004.**

We apologize for any non-compliance in obtaining a building permit; but as repairs to our residence, resulting in the above building extension, were made during the hurricane season of 2004 - during which time announcements were being made over the radio and in the newspaper that building permits were being waived – we did not think a permit was necessary. When we received a Code Violation in April of 2006 from the county we called immediately to comply, resulting in our request for a variance in order to obtain the requested permit.

We were "shocked" and disappointed at the false statements and accusations made by the "opposition" to the variance request during the Board of Adjustments meeting.

When approached by the Homeowners' Association **over a year after the enclosure of our patio, in the fall of 2005,** we replied to them in the form of two letters, one of which was written and signed by our next-door neighbor Larry Bennett, and the completion of an Application for Approval – after the fact & at their request – with our apology for not knowing that we should have requested their approval in advance. We furnished them all the information we had in our possession, stating that we did not apply for a building permit and could not locate a survey or plat map of our property. At that time we requested a copy of their "Rules & Regulations", so we would know what to do in the future – only to have the **Application for Approval denied** and returned to us by mail **without** a copy of the requested "Rules & Regulations",

In surveying other properties in Sabal Point, it appears there have been several "variances" and/or "approvals" granted for **existing** pool enclosures, additions, fences and recently built homes that do not appear to be in compliance with the Rules & Regulations. (We did finally receive a copy – after we verbally requested a copy of the representative of our Homeowners' Association during the August 28th meeting.)

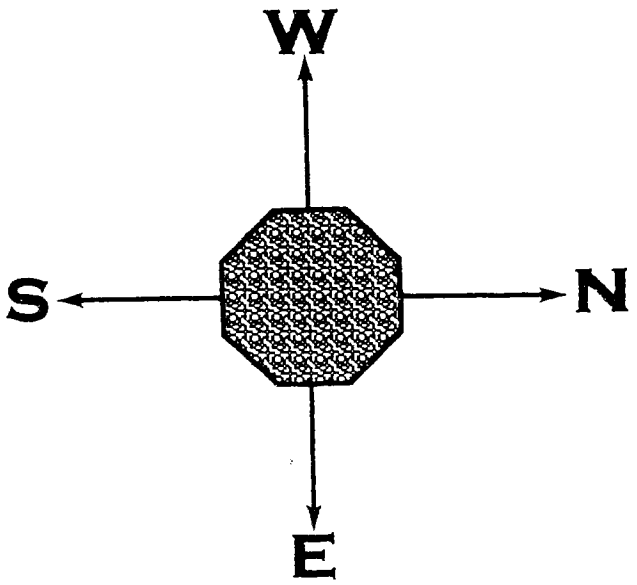
We are submitting this letter as a written request for an appeal, along with pictures of the existing "addition in question" and the required form and fee.

Sincerely,

Robert & Janet Work

Robert & Janet Work
2521 Thicket Ridge Court
Longwood, FL 32779

407-869-9427

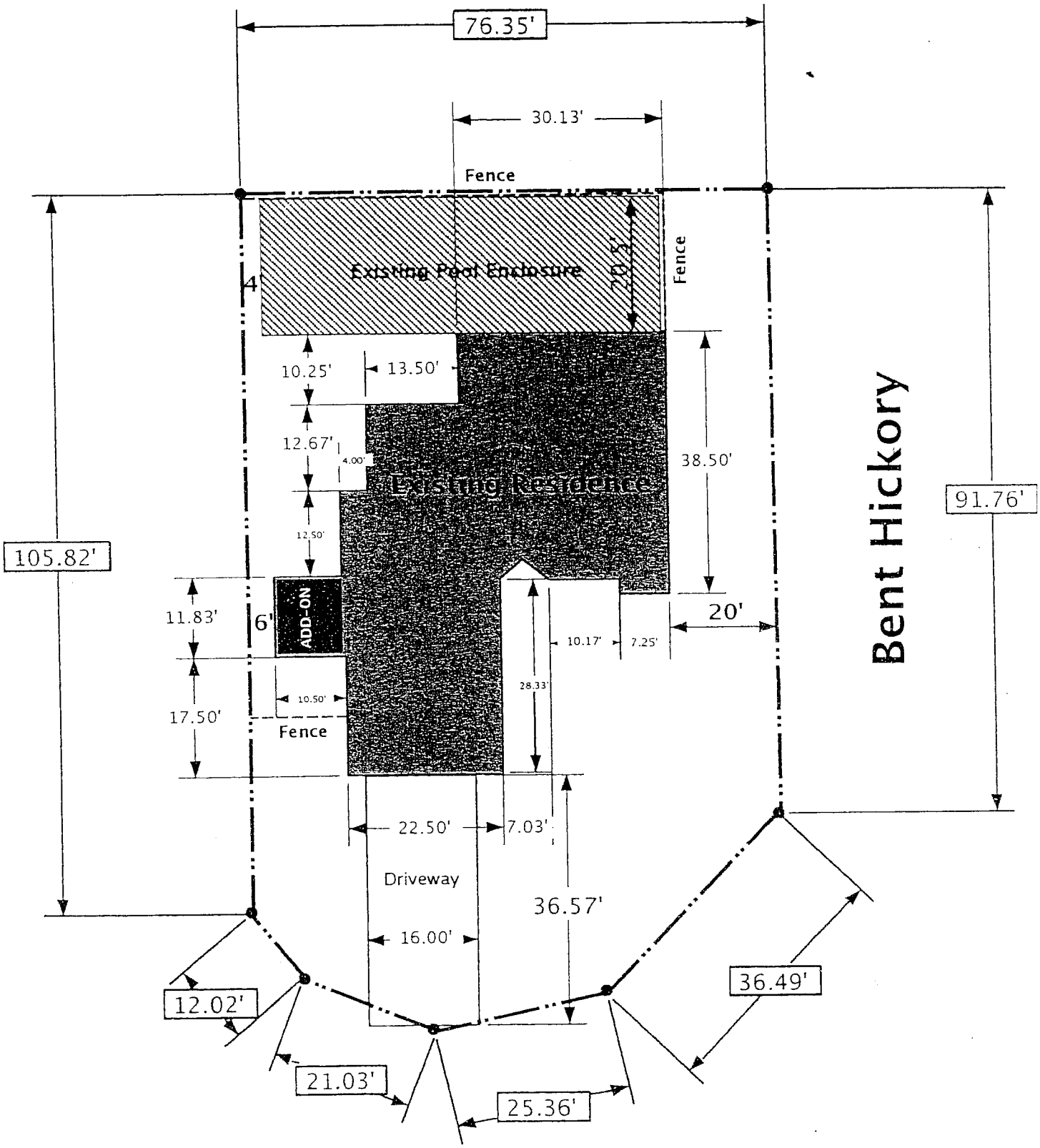


<u>Bob & Janet Work Residence</u>
2521 Thicket Ridge Ct
Longwood, FL 32779
(407) 869-9427 Res
(407) 230-2308 Cell

<u>Legal Description:</u>
Leg Lot 17, Sabal Green at Sabal
Parcel ID: 33-20-29-5FP-0000-0170
Point PB 25 PGS 41-43

<u>Legend:</u>
Property Lines - Green
Residence Dimensions - Blue
Residence Footprint - Brown
Setbacks - Red

<u>Scale: 1" = 20'</u>



Thicket Ridge Ct.

NOTICE OF CODE VIOLATION

LOCATION OF VIOLATION: 2521 Thicket Ridge Court.

IN ACCORDANCE WITH SEMINOLE COUNTY CODES YOU ARE HEREBY NOTIFIED THAT THE ABOVE DESCRIBED PROPERTY IS IN VIOLATION OF FIA Bldg Code

CHAPTER/ARTICLE 1 SECTION 105.1.

DESCRIPTION OF VIOLATION: Constructed an addition without permits

CORRECTIVE ACTION: Secure the required permits

THE ABOVE CORRECTIVE MEASURES MUST BE TAKEN BY 5-19-06.

FAILURE TO CORRECT THE ABOVE VIOLATION WILL RESULT IN THE MATTER BEING TURNED OVER TO THE CODE ENFORCEMENT BOARD FOR FURTHER ACTION. THE CODE ENFORCEMENT BOARD HAS THE AUTHORITY TO LEVY FINES UP TO $250.00 A DAY FOR EVERY DAY THE VIOLATION EXISTS.

☐ IF CHECKED, A LICENSE REVOCATION HEARING WILL BE SCHEDULED FOR APPLICABLE CONTRACTOR VIOLATIONS.

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

For further information contact:

Building and Fire Inspection Division
Seminole County Services Building
1101 East First Street, Room 1020
Sanford, FL 32771
PHONE: (407) 665-7338 OR (407) 665-7423

5.3.06 Called - Tom Helle Tanya

DATE: 4-25-06 **INSPECTOR:** Tom Helle

CASE NO: 05-613

Have 30 Day Extension 'til June 19th

See reverse side

TAYLOR & CARLS, P.A.

ATTORNEYS AND COUNSELORS AT LAW
850 CONCOURSE PARKWAY SOUTH
SUITE 105
MAITLAND, FL 32751

TELEPHONE: (407) 660-1040
TOLL FREE: (800) 395-8235
FAX: (407) 660-9422

HARRY W. CARLS
ROBERT L. TAYLOR*
PATRICK C. HOWELL
ELIZABETH A. LANHAM-PATRIE

GENE S. BOGER
ROBYN SEVERS BRAUN
RICHARD M. COLN
NGOZI C. ACHOLONU
JENNIFER M. SINCLAIR

*Board Certified Real Estate Attorney

PALM COAST, FLORIDA
TELEPHONE: (386) 446-5970
FAX: (386) 446-5938

MELBOURNE, FLORIDA
TELEPHONE: (321) 253-2223
FAX: (321) 253-2237

TAMPA, FLORIDA
TELEPHONE: (813) 314-2223
FAX: (813) 314-2197

July 6, 2007

Via Facsimile Transmission
William Glenn Roy, Jr., Esq.
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: **Sabal Point Community**
Robert and Janet Work

Dear Mr. Roy:

I have received your letter dated June 28, 2007, in which you proposed a settlement in the amount of $5,000.00, along with the exchange of general releases by the parties. I have conveyed your offer to my client, the Sabal Point Community Association.

The President of the Association has reviewed your offer and has indicated that the full board wishes to discuss and consider the offer at the next duly noticed meeting of the Board of Directors on July 17, 2007. Accordingly, I am requesting on behalf of my Client, additional time for the Board to adequately consider this offer.

Once the Board has reviewed the settlement, I will notify you of their decision. I thank you for your consideration in this regard.

Sincerely,

Richard M. Coln

RMC/sc
cc: Sabal Point Community Association, Inc.
Spc028 ltr4

MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT
AUGUST 28, 2006 MEETING
ITEM #16

2521 Thicket Ridge Court – Janet Work, applicant; Request for a side yard (south) setback variance from 10 feet to 6 feet for an existing room addition in PUD (Planned Unit Development District); Located on the southwest corner of Bent Hickory Circle and Thicket Ridge Court approximately 500 feet west of Sabal Palm Drive; (BV2006-111)
Denny Gibbs, Senior Planner

Denny Gibbs introduced the location of the property and stated that the applicant constructed an addition that encroaches 4 feet into the 10 feet side yard setback. She further stated that the side yard setback in Sabal Point Planned Unit Development is established at 10 feet between buildings and therefore the setback of this addition is based on the placement of the adjacent structure which is on the lot line. She then stated that Code Enforcement had issued a violation and also an extension for compliance. She lastly stated that there was no record of prior variances granted for the property.

Janet and Bob Work stated that they had lived in the neighbor for 14 years. Janet Work stated that the addition happen after the hurricane season in 2004. She further stated that there was a patio with a wooden deck on it that they removed several years ago because the wood rotten. She then stated that their sons came and tiled that area for them. She also stated that during the hurricane season they had damage to the roof and they couldn't afford to have it fixed professionally because she and her husband were both retired and they didn't have a lot of money. She further stated that her son got someone to help him fix the roof and at that time they constructed the addition. She then stated that they didn't know they needed a permit until they received a notice from the Building Department. She also stated that since they remained inside the fence they thought they could do what they wanted to the property. She lastly stated that they were sorry they were requesting the variance after the fact.

Mr. Hattaway asked if the Sable Point Homeowners Association been involved.

Janet Work stated that the Homeowners Association came to them last fall and wondered how the addition got there.

Mr. Work stated that the structure was built to code, it had a nice appearance and it fit in very well. He further stated they would not have done it if they knew they needed to apply for a variance.

Mr. Pennington asked was it a mandatory Homeowners Association.

Janet Work stated that she assumed it was. She then stated that they had done a lot to the property since they had lived there and they didn't know they needed to ask for permission for anything. She further stated that when the Homeowner Association came to them and gave them a list of the things they could not do they had already done several of them such as painting and putting on a roof twice.

Mr. Bushrui asked if they paid dues.

Janet Work stated yes.

Mr. Bushrui stated that it was a mandatory Homeowners Association.

Larry Bennett stated that he lived in the house next door and the addition didn't bother him. He further stated that it is an improvement and it matches the house.

Wayne Hunicke stated that he was the President of the Sable Point Community Services Association and they represent about 800 families. He then stated that the Work's live in a village of about 72 homes, which have special plans and restrictions. He further stated that he had been a Sabal Point resident for 20 years and President for about 5 years. He then stated that he would briefly outline the Association concerns about the request.

- The work was done without their Architectural Review Board approval
- No drawings or specifications for the addition
- No County permits or code inspections

He further stated that it is always easier to ask for forgiveness than it is to get permission. He then stated that he would ask the Board to consider the principal as they evaluate the case. He also stated that the Work's did expand their residence and reduced what was already a close proximity between buildings in that area. He further stated that the addition was currently being used as a kitchen as he understood. He then stated he had concerns about the fire code with the buildings being so close to each other. He also stated that the request was denied by their Architectural Review Board. He further stated that in this community every resident is legally required to receive a copy of the covenants. He then stated that they have a community newsletter and about once a year they run an article on when is architectural review required, and about every month

they have a summary of what kinds of actions had been submitted and what was required. He also stated that they have user friendly forms and they work to keep residents informed.

Mr. Pennington asked if the Homeowners Association approved any similar situation.

Wayne Hunicke stated no sir this is something that rarely happens in our community.

Bob Harper stated that he lives directly across the street from the structure. He then stated that he was a member of the Sable Green Homeowners Association, which is a sub Board of Sable Point. He further stated that he strongly objected to the structure because it was built with out inspections, without any drawings and it presented a fire danger. He then stated that in this community of 72 units each house has a 0 lot line on one side and a neighbor that has 10 – 12 feet between buildings, and to encroach in that area would decrease the property values.

Tom Snow stated that he lived in the Sable Green Subdivision, and this subdivision was planned out from the beginning with houses at a 10 feet separation. He further stated that every newsletter always mention that all changes to the structure have to go in front of the Architectural Review Board. He then stated that all homeowners know that there are special conditions in this community. He also stated that this addition to the structure is not in keeping with the architectural integrity of the neighborhood. He lastly stated that he was concerned that if the Board of Adjustment approved this request his next door neighbor would build an addition and endanger his home.

Claudette Jaillet stated that she was currently the Chairperson of the Sable Green Homeowners Association. She then stated that she had received several complaints from neighbors about the addition. She further stated that the construction began in January of 2005. She then stated that the roof line of the addition is much closer than 6 feet which is the applicant request. She lastly stated that all the homes are wood frame.

Janet Work stated that she wanted to clear up some misunderstandings, the construction of the addition was done in August and September of 2004. She further stated that the addition was not a kitchen, they had a very small kitchen with no eating room and the addition is a room that they eat in. She then stated that she had letters of all communication between them and the Homeowners Association, which she gave to the Board of Adjustment. She lastly stated that there was a screened in area in the back when they purchased the home which had only 4.5 feet from the

other neighbor which was one reason why they were not concerned about the addition.

Mr. Pennington made a motion to deny the request.

Mr. Rozon seconded the motion.

The motion passed by unanimous consent (5-0).

Robert Work and Janet Work
2521 Thicket Ridge Court
Longwood, Florida 32779

Seeking 4' Variance into Side Yard Setback. (10 feet long)

Date	Format	Regarding
October '91	Purchased Home Existing 10' X 10' concrete slab foot print was already in 10' setback	
Late August '04 to 09/04		Repaired roof, built walls on existing 10' X 10' slab
08/13/04	Hurricane Charley Hits	Homeowner believed newscast said building permits suspended
8/24/04	Hurricane Frances Hits	
9/25/04	Hurricane Jeanne Hits	
01/05	Works receive Yard of the Month award	
02/05	Letter	Complimented use of flowers in the Works yard and stated they would like to do that all over the neighborhood
09/10/05	Letter From Sabal Point to Robert Work	Extensive exterior modifications to the Work's home
09/15/05	Letter from Works to Sabal Point	Visit and Letter dated September 10, 2005
09/30/05	Sabal Point Community Services Form	Exterior Improvement Approval Form
09/30/05	Letter from Works to Sabal Point	Follow up to September 15, 2005 letter with plans and sketches
10/05/05	Letter from Sabal Point Architectural Review Committee to the Works	Requesting of documentation
10/6/05	Anonymous Voice Mail to Code Enforcement after denial of Arch Review Committee	
4/25/06	Notice of Code Violation	Constructed an addition without permit
6/16/06	Application to Seminole County Board of Adjustments	
6/16/06	Check #2164 in the amount of 150.00	Variance Application - attached
6/22/06	Letter from Janet Work to Seminole County	Variance Application –

	Planning and Development Department	neighbor next door ahs no objection to variance
8/28/06	Variance Board Meeting – Errors in testimony from opposition 1. Not used for cooking 2. Construction dates – see this chronology 3. ARC only requires plan submission. Not required in covenants to have a building permit at Arch reviews 4. HOA ignored the 4.5 ft. eastement listed in covenants – see OR 1337 pgs 1524 side yard easements 5. No documents provided to new owners have any setback requirement in them, only source is building department 6. New owner misled by Sentry Management and HOA and Documents calling their properties zero lot line, when some documents confuse with "patio home" 7. Room addition is over pre-existing slab footprint and fully meets all other building codes and is in everyway a matching addition to the existing building – including the use of specified shingles 8. HOA failed to disclose other variances in Sabal Green and the inside 10' distance between roofs. See Pictures.	
8/28/06	Letter from Seminole County Planning Division	Thicket Ridge Court Variances Placard
8/29/06	Letter from Seminole County Planning Division	Request for a side yard setback variance from 10 feet to 6 feet for an existing room additional in PUD
8/29/06	Letter from Wayne Hunecke to the Works regarding the Declaration Including the Attached page	Side yard easement
9/06/06	Letter from Janet Work to Board of County Commissioner Seminole County Florida	Addition in Question
9/07/06	Letter from Work to Patricia S. Johnson	Letter to go with the appeal form and pictures
09/26/06	Seminole County Government Agenda Memorandum	Appeal will be heard on 12/12/06 at 1:30
11/7/06	Boundary Survey of property shows 6'	

	separation between buildings	
11/13/06	Seminole County Government Agenda Memorandum	Appeal has been rescheduled to 1/9/07 at 1:30 p.m.
12/14/06	Petition for Mediation in Homeowner's Association	
12/20/06	Letter from Janet work to Seminole County Planning Department	Postponement of appeal for variance from 1/9/07
12/31/06	Works hire attorney	
2/5/07	Work's attorney requests copies of Sabal Point Community Service Association, Inc.	
2/12/07	SPCSA attorney Coln directs Work attorney to Sentry Management who at appointment states she has no records Declaration of Covenants and Setbacks Sabal attorney refuses to supply any documents and says go to county for information	
3/27/07	Mastronardo appointed as mediator – lives in Golfbrook Villas (Sabal Point) and as HOA Board. See anonymous letter dated 6/28/07	
4/9/07	Letter from William Glenn Roy, Jr. to Richard Coln	HOA attempt to use the mediator Mastronardo
4/9/07	Work attorney moved to recuse Mastronardo as DBPR mediation	
5/7/07	**Florida DBPR – Div Land Sale Mediation. HOA demanded $15,000 to settle. Work's offered $5,000.00**	
6/28/07	Anonymous Letter	SCPSA
6/28/07	**Work attorney renews mediation offer to settle for $5,000.00**	**6/28/07**
7/6/07	**Letter from Richard M. Coln to William Glenn Roy, Jr.**	**Attorney received Work's renewed $5,000 offer**
7/25/07	**Letter from Richard M. Coln to William Glenn Roy, Jr.**	**SPCA "did not wish to accept the offer "at this time"**
	Amended Final Master Plan of Sabal Point	
	Zoning and Land Use Table	

OFFICIAL RECORDS
BOOK PAGE
1337 1515
SEMINOLE CO. FL.

SABAL GREEN AT SABAL POINT
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, is made as of the 15th day of May, 1981, by SABAL POINT PROPERTIES, INC., a Florida corporation having its address at 151 Sabal Palm Drive, Longwood, Florida 32750 ("Declarant").

PRELIMINARY STATEMENT

The Declarant is the owner of the Property, defined herein, and desires to add the Property to the Existing Property, defined herein. The Property is added to the Existing Property in accordance with the terms of the Original Declaration and is "Additional Property" defined in the Original Declaration. Both the Existing Property and the Property are part of the Development, defined herein. The Declarant desires to create on the Property a residential community with green spaces and other common property for the benefit of the residents within the Development and desires to provide for the maintenance of the open spaces and other common property and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, for the benefit of the Property and each Owner of any part of it. Further, the Declarant desires to provide for

P.O. Box 3071
Longwood, Fl. 32750

THIS INSTRUMENT WAS PREPARED BY:

J. LINDSAY BUILDER, JR., ESQUIRE
Maguire, Voorhis & Wells, P.A.
135 Wall Street
Orlando, Florida 32802

MAY 21 8 42 AM '81
30806

shall be valid unless an instrument evidencing agreement to such dedication or conveyance has been signed by two-thirds (2/3) of each class of Members entitled to vote and a certificate signed by the Secretary of the Association is recorded certifying that two-thirds (2/3) of each class of Members consents to such dedication or conveyance.

OFFICIAL RECORDS BOOK 1337 PAGE 1524 SEMINOLE CO. FL.

Section 2. Delegation of Rights. The right of an Owner to enjoy the Common Area or Limited Common Area may be delegated to members of the Owner's family, tenants of the Owner and contract purchasers who reside on the Lot.

Section 3. Other Easements. The easement of enjoyment granted to Members by this Article is subject, among others, to easements for the installation and maintenance of utilities and drainage facilities granted or reserved in the plat of the Property. No improvement or material may be placed on such an easement that may damage or interfere with the installation and maintenance of utilities or that may change the direction or affect the flow of drainage.

Section 4. Side Yard Easements. Each Living Unit shall contain one windowless exterior wall (the "Special Exterior Wall") which may be contiguous with the Lot line and which may face an adjacent Lot (the "Adjacent Lot"). The Living Unit having the Special Exterior Wall shall hereinafter in this Section 4 be referred to as the "Dominant Tenement"; and the Adjacent Lot

shall hereinafter in this Section 4 be sometimes referred to as the "Servient Tenement". There is hereby reserved to the Declarant, its successors and assigns, together with the right to grant and transfer the same, a four (4) foot sideyard easement across the Adjacent Lot, which easement shall be appurtenant to the Dominant Tenement and shall burden the Adjacent Lot. Each easement, across a Servient Tenement is hereby granted to the Owner of the corresponding Dominant Tenement, subject to the following:

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(a) The easement shall be in favor of the Dominant Tenement over the Servient Tenement for the purpose of (1) accommodating the natural settlement of structures; (2) drainage over, across, and upon the easement area for water draining from any structure upon the Dominant Tenement, or for drainage into and through the subsurface drainage facilities located within the easement area; (3) maintaining eaves and appurtenances thereto and the portions of any structure upon the Dominant Tenement which overhangs the easement area; and (4) for any other purpose reasonably contemplated by the location of the easement; and

(b) The easement shall be over the Servient Tenement for the purposes of landscaping, fencing, draining, the establishment of a general recreation or garden area, repair of the Special Exterior Wall or roof of the Dominant Tenement, and purposes related thereto, subject to the following provisions:

(i) The Owner of the Dominant Tenement shall have the right at all reasonable times to enter upon the easement area, including the right to cross over the Servient Tenement for such entry, in order to perform work related to the use and maintenance of the Dominant Tenement or the easement area; and

(ii) The Servient Tenement shall have the right of drainage over, across and upon the easement area for water draining from any structure upon the Servient Tenement, or for drainage into and through the subsurface drainage facilities located within the easement area, the right to maintain eaves and appurtenances thereto and the portions of any structure upon the Servient Tenement; and

OFFICIAL RECORDS BOOK 1337 PAGE 1526 SEMINOLE CO. FL.

(iii) The Owner of the Servient Tenement shall have the right to construct fencing across the easement area, provided that the Owner of the Servient Tenement shall not attach any object or structure to a wall or dwelling belonging to the Dominant Tenement or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the Dominant Tenement and provided further, that any such fencing shall be approved by the Sabal Green Committee as provided in Article V of this Declaration; and

(iv) In exercising the right of entry upon the easement area as provided for above, the Owner of the Dominant Tenement agrees to utilize reasonable care not to damage any

landscaping or other items existing in the easement area; provided, however, the Owner of the Dominant Tenement shall not be responsible for damage to such landscaping or other items to the extent such damage would not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

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Section 5. Utilities. Easements over the Property for the installation and maintenance of electric, telephone, water, gas, sanitary sewer lines, drainage facilities and for any other function reasonably contemplated by the Declarant as shown on the recorded plat of the Property are hereby reserved by the Declarant, its successors and assigns, together with the right to grant and transfer the same.

ARTICLE V

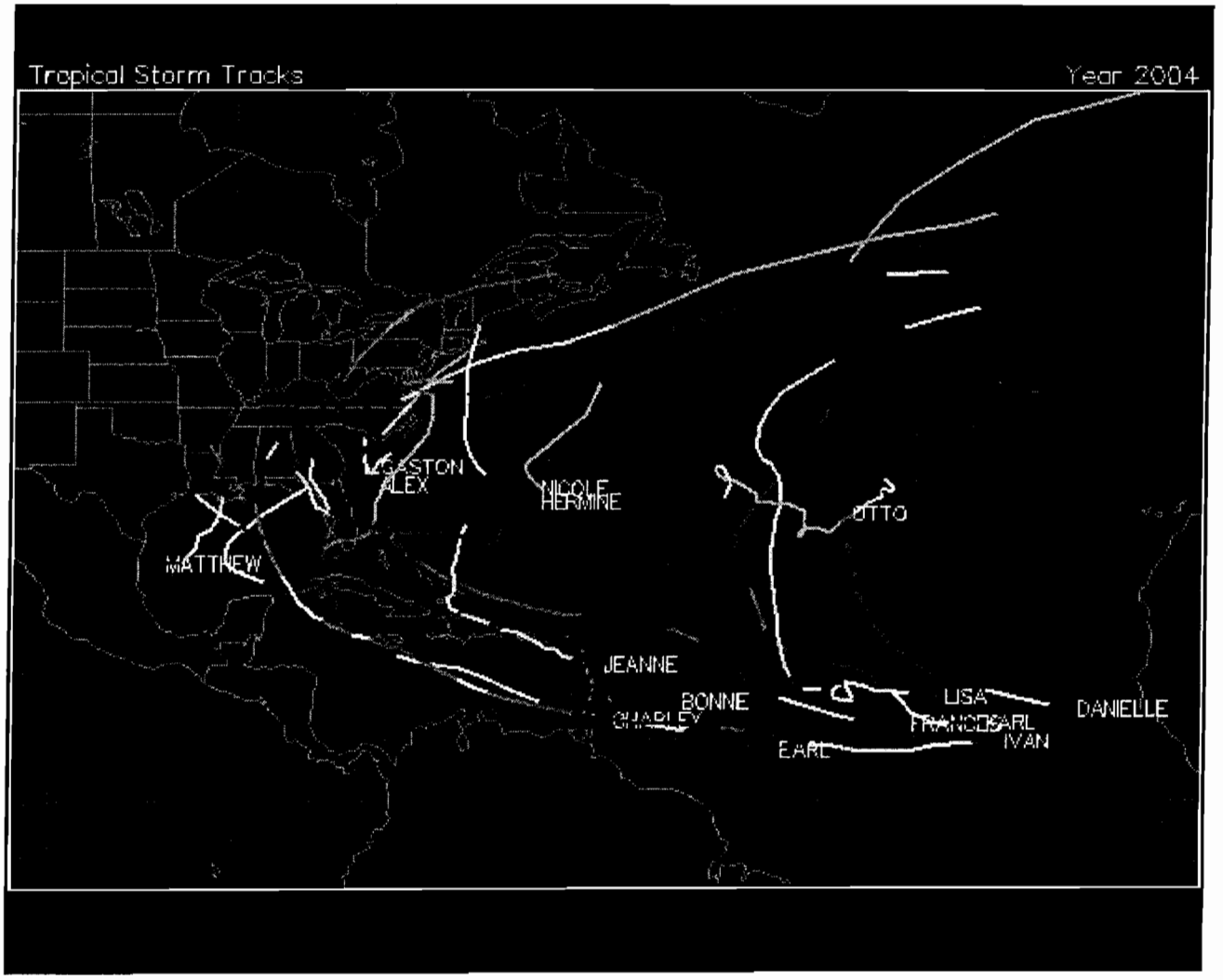
LIMITED COMMON AREA

Section 1. Use of Limited Common Area. The Limited Common Area shall be used only by those Owners specifically authorized to use the Limited Common Area. (Whenever used in this Article V, the term "Owner(s)" shall mean only the record owner of a fee simple title to a Lot located in the property described as SABAL GREEN AT SABAL POINT, and shall not mean any person or entity which owns a Lot within any other portion of the Existing Property.)

The Declarant intends, and by purchasing a Lot in the Property each Owner agrees, that the Association shall be respon-

UNISYS

2004 Hurricane/Tropical Data for Atlantic



Individual Storm Summary

Winds in knots, pressure in millibars, category is based on Saffir-Simpson scale.

#	Name	Date	Wind	Pres	Cat
1	Hurricane ALEX	31 JUL- 6 AUG	105	957	3
2	Tropical Storm BONNIE	3-14 AUG	55	1001	-
3	Hurricane CHARLEY	9-15 AUG	125	947	4
4	Hurricane DANIELLE	13-24 AUG	95	964	2
5	Tropical Storm EARL	13-15 AUG	45	1009	-
6	Hurricane FRANCES	25 AUG-10 SEP	125	937	4
7	Hurricane GASTON	27 AUG- 3 SEP	65	986	1
8	Tropical Storm HERMINE	27-31 AUG	50	1002	-

9 Hurricane IVAN	2-24 SEP	145	910	5
10 Hurricane JEANNE	13-29 SEP	105	951	3
11 Hurricane KARL	16-28 SEP	125	938	4
12 Hurricane LISA	19 SEP- 3 OCT	65	987	1
13 Tropical Storm MATTHEW	8-11 OCT	40	997	-
14 Subtropical Storm NICOLE	10-11 OCT	45	986	-
15 Tropical Storm OTTO	26 NOV- 5 DEC	45	995	-

Saffir-Simpson Scale

The chart color codes intensity (category based on Saffir-Simpson scale):

Type	Category	Pressure (mb)	Winds (knots)	Winds (mph)	Surge (ft)	Line Color
Depression	**TD**	**-----**	**< 34**	**< 39**		**Green**
Tropical Storm	**TS**	**-----**	**34-63**	**39-73**		**Yellow**
Hurricane	**1**	**> 980**	**64-82**	**74-95**	**4-5**	**Red**
Hurricane	**2**	**965-980**	**83-95**	**96-110**	**6-8**	**Light Red**
Hurricane	**3**	**945-965**	**96-112**	**111-130**	**9-12**	**Magenta**
Hurricane	**4**	**920-945**	**113-135**	**131-155**	**13-18**	**Light Magenta**
Hurricane	**5**	**< 920**	**>135**	**>155**	**>18**	**White**

NOTE: Pressures are in millibars and winds are in **knots** where one knot is equal to 1.15 mph

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Individual Storm Details

Hurricane ALEX (31 JUL-06 AUG)
Storm - Max Winds: 105 Min Pres: 957 Category: 3

DETAILS Tracking information

Tropical Storm BONNIE (03-14 AUG)
Storm - Max Winds: 55 Min Pres: 1001

DETAILS Tracking information

Hurricane CHARLEY (09-15 AUG)

SABAL POINT COMMUITY SERVICES ASSOCIATION

SPCSA ARCHITECTURAL REVIEW COMMITTEE

September 10, 2005

Mr. Robert Work
2521 Thicket Ridge Court
Longwood, Florida 32779

Dear Mr. Work:

The SPCSA Board of Directors and Architectural Review Committee (ARC) have noted extensive exterior modifications to your home by adding an addition.
In checking our records on file with Regency Professional Management there is no record of a request for this work to be completed nor did the ARC approve it.

1. **Architectural Control** – the SPCSA Board and ARC members have responsibility for protecting the value of properties and maintaining high standards for development within the community. The goal in every decision is to preserve appearances while balancing the interests of individual homeowners with the expectations and rights of other residents. Sabal Point's Residential Planning Criteria encourage use of designs, colors and materials that are compatible with other homes in the area.

There have been several recent incidents where homeowners have initiated exterior improvements to residences without prior approval by SPCSA's Architectural Review Committee (ARC). These violations of Sabal Point's deed restrictions can result in legal action by the Association's attorneys and court-ordered removal of the unauthorized additions. Affected homeowners incur substantial legal fees and the cost of corrections.

Prior to any work being completed residents must submit a written ARC approval request for exterior maintenance, modifications or additions to their property including changes in landscape areas, driveways, walkways, pool enclosures and any fixed items of yard equipment. Some examples would be:

- Residence repainting, re-roofing, replacement of windows, doors or shutters where changed colors, designs or materials are involved
- Addition of fences, partitions, pools / pool modifications, patios, driveways, planters, play structures, gazebos or yard equipment
- Replacement of pool surfaces, mailbox structures; installation of flag poles
- Large landscape renovations, modifications or additions; tree removals
- Replacement of fences, driveways, walkways, paved areas
- Major exterior lighting additions

Supporting Documentation - as indicated in the "Construction or Alteration" section of the covenants, residents are required to define and document the specifics of the work they want to accomplish, and for major projects should indicate how the work will be performed, i.e. by themselves or licensed contractor.

Documentation would typically include:

- A Plat map to show property lines and exact location of any additions
- Sketches or drawings of work areas and intended designs
- Color or material samples for paint or roofing materials; specifications for shingles
- Catalogs or copies of contractor-proposed specifications for items such as construction or repaving (where the installed base is critical to appearance and lifetime)
- Plans for truck unloading, temporary material storage (vs. dumping sand or rocks in the street) and debris removal if major construction work is involved.

In the case of the work that you have completed without authorization or ARC approval the following documents will need to be submitted with your ARC request form for review to include approval and for file.

1) Copy of Seminole County Building Permit.
2) Copy of engineered drawings detailing construction, to include being signed by a licensed engineer in the State of Florida, that reflects the materials used meet all Florida statutes.
3) Copy of License of Contractor that preformed work.
4) Letters of approval signed by reciprocating neighbors that adjoin your property approving of the construction completed.
5) Plat map detailing property lines and construction dimensions.
6) Sample roofing materials to include specifications.

To request ARC approval, an Exterior Improvement Approval Form should be obtained from Regency Professional Management and submitted with drawings/specifications at least 30 days prior to planned work beginning.

As of this letter the exterior improvements that you have completed require further documentation and ARC approval. Please contact myself, R. Zweibohmer at 407-774-8443, Chairman of the ARC if you have further questions.

Thank you for your attention to this matter.

Respectfully,

Randall Zweibohmer
Sabal Point Community Services Association
SPCSA ARC Committee

cc: Regency Professional Management / SPCSA ARC file
Attachments: ARC Request Form

September 15, 2005

SABAL POINT COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32791-5348

Attn: Randall Zweibohmer

Re: Visit and Letter dated September 10

Dear Mr. Zweibohmer:

In response to your visit and receipt of your letter this past Saturday, we will be sending a detailed letter, signed exterior improvement approval form, signed letter of approval from our neighbor, and any available supporting documentation as requested within the next couple of weeks.

We have lived at this residence for almost fourteen years – replaced exterior doors, repaired rotten wood on the house and fence, painted the house twice, replaced the roof twice, replaced the screen enclosure on the pool, & resurfaced the pool & pool deck – not to mention extensive tree-trimming & removal of dead trees and shrubs along with, extensive replacement of shrubs and landscaping. We did not request or receive approval for any of these improvements or modifications to our home, as we were not aware that it was required.

In repairing and maintaining our home over the years we have always been careful to make sure we matched color of paint, style & design of roofing material, etc. We also made sure the small enclosure we constructed over the existing patio, which was done a year ago, followed these same guidelines.

We appreciate your concern, and apologize for not requesting prior approval of the committee.

Sincerely,

Robert & Janet Work
2521 Thicket Ridge Ct.
Longwood, FL 32779

EXTERIOR IMPROVEMENT APPROVAL FORM

Sabal Point Community Services Association, Inc.

Date Received by SPCSA:

Instructions: Please complete Sections 1, 2, & 3; attach any supporting drawings or information.

- All requests for additions must have a Lot survey attached, marked with intended locations.
- For painting & roofing approvals, please attach paint chips and/or shingle samples with the chosen colors clearly marked (larger samples may be requested).

Applications will be responded to within 31 days of the date of Architectural Review Committee (ARC) receipt. If you have any questions please contact: **Regency Professional Management** at (407) 786-5100.

Section 1: Name and Addresses

Name: Robert + Janet Stork Phone number(s): 407-869.9427

Property Address: 2521 Thicket Ridge Ct. (Sabal Green)

Mailing Address (if different): —

City: Longwood, State: Fl. Zip Code: 32779

Section 2: Change Description (include all dimensions, materials, colors, finishes, location, etc.)

See attached letter
+ sketch with dimensions
+ materials used.

Building of enclosed patio was done during August + September of 2004.

Expected Start Date: N/A **Projected Completion Date:**

Section 3: Request For Approval

"I request approval to make the changes described herein. I understand that some types of work require County permits, and I will obtain all necessary permits prior to starting the work."

Robert S. Work Janet Stork
Signed

September 30, 2005.
Date

Section 4: SPCSA /ARC USE ONLY

- ☐ Approved
- ☐ Approved - subject to the following:
- ☒ Denied - comments:

INSUFFICIENT SUPPORTING DOCUMENTATION PROVIDED
AS SPECIFIED IN LETTER FROM SPCSA DATED 9/10/05
PAGE 2 - SUPPORTING DOCUMENTATION

Randall D. Zumbach
Signed (SPCSA / ARC)

11/12/05
Date

Please submit this form and all required attachments to: **Sabal Point Community Services Association**
P.O. Box 915348
Longwood, FL 32791-5348

Rev. 04-04

September 16, 2005

SABAL COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32793-5348

To Whom It May Concern:

We understand that Robert and Janet Work, who own the home adjoining ours at 2521 Thicket Ridge Ct., Sabal Green., have been requested to submit a letter to you signed by us granting our approval of the enclosed patio which was constructed on the side of their house which is next to our garage.

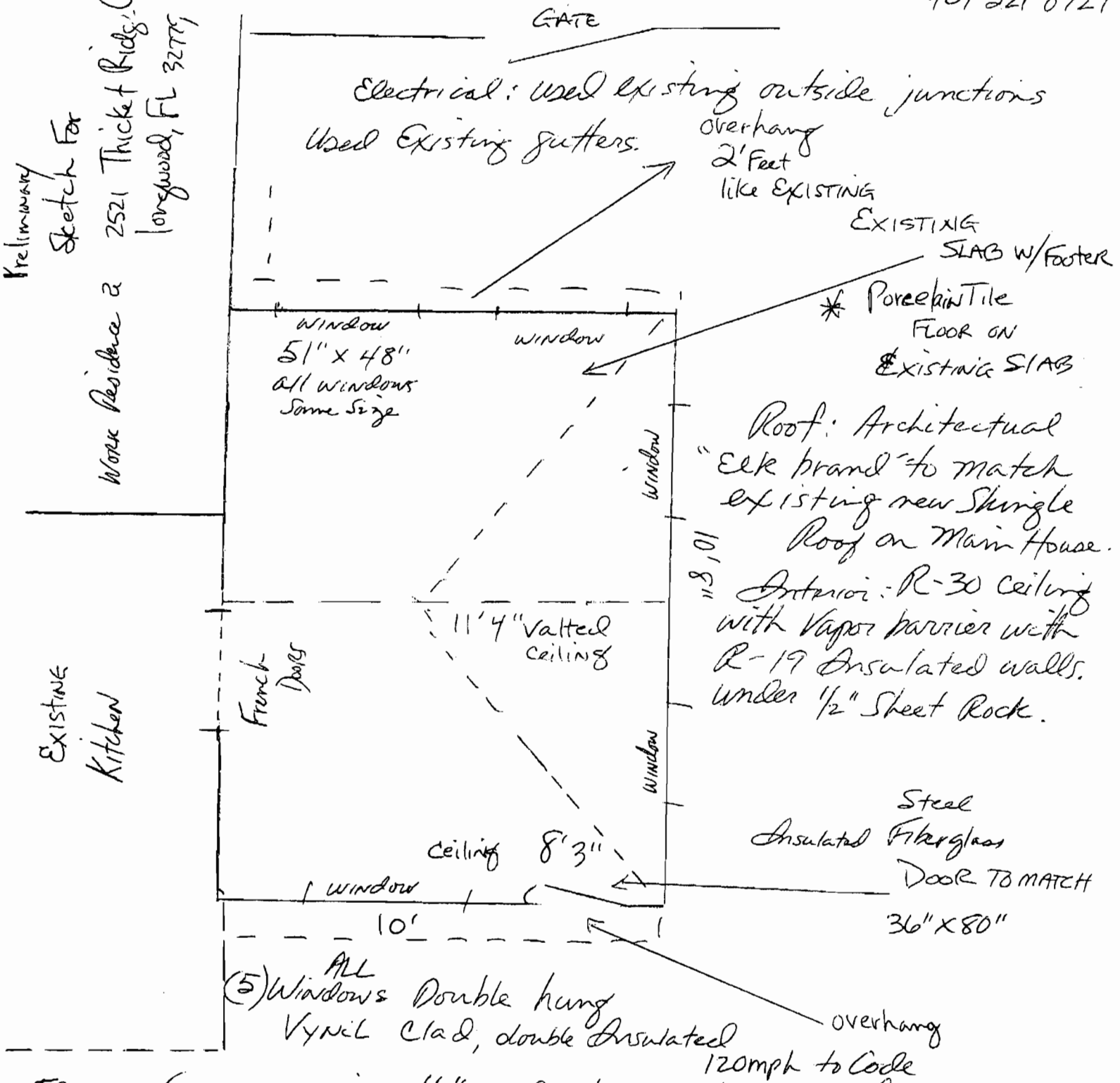
This letter will confirm in writing that we have no objection to the enclosed patio in question.

Sincerely,

Larry E. Bennett
2523 Thicket Ridge Ct.
Longwood, Fl 32779

FAX 407 521 0721

Preliminary Sketch For
Work Residence @ 2521 Thicket Ridge Ct.
Longwood, FL 32779



FRAME CONSTRUCTION 16" on Center with hurricane Code Straps.
Roof Framing = 2x10' pine Installed to Code
Treated 4x6 (Treated P.T.) Framing between Windows with Hurricane tie downs into Footers. Continuing 2'x12 headers on top of 4x6' with straps to Code.

Interior Ceiling is 1x6' white pine tung and groove.
Exterior: 1/2" Celtex Sheeting insulated, under Cedar lap 1x12 Siding to match Existing home.

September 30, 2005

Copy

SABAL POINT COMMUNITY SERVICES ASSOCIATION
SPCSA Architectural Review Committee
P. O. Box 915348
Longwood, FL 32791-5348

Orig + attachments
Mailed 30 Sept. 05

Attn: Randall Zweibohmer

Re: Follow-up to September 15th letter

Dear Mr. Zweibohmer:

As requested in your letter to us dated September 10, 2005, we are submitting this detailed letter, along with supporting documentation requested.

We have completed, signed and dated the Exterior Improvement Approval Form and have enclosed it for your review, approval and file.

We have also enclosed a signed letter of approval for the "enclosed patio" in question from our neighbor, Mr. Larry E. Bennett, who resides at 2523 Thicket Ridge Ct. As we have a corner lot, he is the only neighbor whose property adjoins ours.

Over five years ago the wood decking on the existing patio outside the sliding glass doors to our kitchen on the south side of our home had "rotted" in several places. At this time we had a friend remove the rotten wood, leaving only a concrete slab. At that time our two sons "tiled" this patio, along with a concrete "stoop" that is located outside the exterior door from the living room on the same side of our home, as a gift to my wife for Mother's Day.

A couple of years later my wife re-did the landscaping in this fenced-in area on the south side of our home and took out the existing sod, replacing it with rock and pavers.

Then in 2004 we decided to add some posts to the patio – first intending to screen it in – and then deciding to enclose it with screens and windows, along with a matching patio door to match the other french and patio doors on the house. Since we are retired and could not afford to hire a contractor to do the work for us, our son and his friend, who was a supervisor for one of the night construction crews at Disney at the time, volunteered to help us.

Since we did the work ourselves, we do not have a detailed, engineer's drawing; however, we have enclosed a copy of a "preliminary sketch", listing the materials used. The structure was built to code, and materials and colors were used to match the existing home.

We had replaced our wood shake roof with a shingle roof in 2002, when our roof started to leak in several places due to a hailstorm. At this time we called your office to get the specifications required for the shingles. When we were given these specifications, no mention was made that a form was requested or that we would need approval to replace the existing roof. We made sure that the shingles used for the enclosure to our patio met these same specifications.

We have not been able to locate a "plat map" for our property. It was our understanding when we purchased our home fourteen years ago that our home was built on a "0 lot line" and that our property extends to the side of the home next door. We understood that the yard and shrubbery in this area belonged to us and were ours to maintain, which we have done. In considering the enclosure of the **existing patio**, we assumed we were fine – as the end of the patio – and the side of the new enclosure is **six feet from the house next door. Also, the existing pool enclosure - which was there when we purchased our home – is over a foot closer to the house next door than our newly enclosed patio.**

The construction of this "enclosure to our existing patio" was done during August and September of 2004 - during which time a large tree limb fell on our house during one of the hurricanes, and we had to remove it and replace the gutter on this side of our house. We did not obtain a building permit, as we understood permits were not required at that time due to the extensive repairs going on in the Orlando area due to damage from the hurricanes.

As stated in our letter of September 15th, we were not aware that an approval was required for the repair, maintenance or improvement to our home and apologize for not requesting prior approval for this enclosure to our patio. We would appreciate a copy of the current covenants for Sabal Green, so that we will be aware of what we need to obtain approval for in the future. Did not receive until after Variance hearing Aug. 2006!

If you have any further questions, please feel free to contact us.

Sincerely,

Robert & Janet Work
2521 Thicket Ridge Ct.
Longwood, FL 32779
407-869-9427

Enclosures: (3)

SABAL POINT COMMUITY SERVICES ASSOCIATION

SPCSA ARCHITECTURAL REVIEW COMMITTEE

October 5, 2005 Sent Certified & Regular Mail

Mr. & Mrs. Robert Work
2521 Thicket Ridge Court
Longwood, Florida 32779

File copy

Dear Mr. Work:

We are in receipt of your letter dated September 15, 2005 responding to our letter regarding unapproved exterior alterations to your home. Thank you for your prompt response. Please be advised that we are requesting the following documentation be provided to us no later than October 21, 2005:

- n/A Copy of Seminole County Building Permit
- n/A Copy of engineered drawings detailing construction, to include being signed by a licensed engineer in the State of Florida, that reflects the materials used meet all Florida statutes.
- ✓ Copy of License of Contractor that preformed work – n/A. - Left town; no forwarding address.
- Letters of approval signed by reciprocating neighbors that adjoin your property approving of the construction completed. Sent w/ 30th follow
- n/A Plat map detailing property lines and construction dimensions.
- n/A Sample roofing materials to include specifications

See Designer w/ 30th Letter.

We thank you in advance for your cooperation in this matter. Should you have any questions, please contact Randall Zweibohmer, ARC chairman at 407-774-8443.

Sincerely,

Architectural Review Committee
SPCSA, Inc.

DBPR FORM HOA 6000-5
Effective: 2/3/05

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS, AND MOBILE HOMES

Note that this form is to be used when filing a petition for mandatory mediation between a homeowners' association and a homeowner pursuant to Section 720.311(2), Florida Statutes.

IN RE: PETITION FOR MEDIATION

Robert & Janet Work
Petitioner(s) (name of association or homeowner filing petition),

Rec'd

v. Sabal Point Community Services Assoc. **Case No.** 2007004016
SPCSA Architectural Review Committee **(To be assigned by Division)**
Respondent(s) (name of association or homeowner named as respondent).

per Kathy Monlyn @ 850.921.3069 on 1 Feb. '07

PETITION FOR MEDIATION IN HOMEOWNERS' ASSOCIATIONS

Orders to be made Today & Tomorrow to us and Respondent.

The original petition for mediation shall be accompanied by a $200.00 filing fee and shall be mailed or sent via facsimile (850.487.0870) to:

Division of Florida Land Sales, Condominiums and Mobile Homes
Attn: HOA Section
1940 North Monroe Street
Tallahassee, Florida 32399-1029

Petitioner shall attach a copy of the pertinent sections of the homeowners' governing documents for the mediator and shall include a copy of the petition for mediation and a copy of the pertinent association documents for each respondent named in this proceeding.

(20 Days to Reply.)

1. Name, mailing address, and telephone number of the party filing petition (if the party filing the petition is an association or other corporation, provide both the street address and mailing address, if different, for the association or other corporation.

Robert and Janet Work
2521 Thicket Ridge Ct.
Longwood, Fl 32779 (407)-869.9427

2. Name, mailing address, telephone number, fax number, and e-mail address of petitioner's representative (attorney or qualified representative), if any:

Glen Roy, ATTORNEY
411 N. Central Pkwy.
Altamonte Springs, Fl. (407.869.6167)
32714

3. If the petitioner is an association or other corporation, the petitioner must be represented by a Florida attorney or by a qualified representative. If petitioner's representative is not an attorney, attach DBPR Form HOA 6000-6, QUALIFIED REPRESENTATIVE APPLICATION, as required by Rule 61B-82.001(5), Florida Administrative Code.

4. The name and mailing address of each respondent. If respondent is an association or other corporation, give the name and address of the president, secretary, or the registered agent of the association or other corporation:

Sabal Point Community Services Assoc.
SPCSA Architectural Review Committee
P.O. Box 915348, Longwood, FL, 32791-5348

5. If the respondent is represented by an attorney, provide the name, mailing address and telephone number of the attorney.

Section 720.311, Florida Statutes, requires the mediation of disputes between an association and a homeowner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to the official records of the association. If mediation is unsuccessful, the parties will be permitted to file the unresolved

dispute in a court of competent jurisdiction or elect to enter non-binding or binding arbitration with the division pursuant to section 720.311(2)(a), Florida Statutes.

STATEMENT OF THE FACTS

6. Explain the dispute, including all relevant facts. Each fact must be set forth in a separate paragraph. Be sure to attach copies of all relevant documents as exhibits to the petition. (If more space is needed, attach a separate sheet of paper):

(a) We enclosed an existing patio, creating a sun-room adjacent to existing Kitchen - separated by existing exterior french doors without prior approval of homeowners architural Review committee.

(b) This exterior modification was done following a removal of a limb from roof as a result of a hurricane, necessitating repairs in 2004. (See letter dated September 30th 2005 attached for details.

(c) We were visited by a representative of the architectural Review Committee over a year later, who Left with us the attached Letter of September 10th, 2005.

(d) We replied to this letter offering what information we had. See Letters & accompanying documents dated September 15th & 30th & request for approval - denial.

(e) We received the notice of code Violation from Seminole County dated April 25, '06 & immediately responded, resulting in an Request for a Variance

(f) To the Board of Adjustment at a hearing on August 28, 2006. This variance was denied due to the homeowners Association objection to the exterior modification. - See minutes of this meeting also ATTACHED.

7. Identify each specific portion of the statute or specific provision from the association's documents that entitles you to the relief requested:

We then filed an Appeal to the Bd. of County Commissioners and are now requesting a mediation with the Homeowners Association.

All supporting documentation is attached, as requested.

(a) (1) See letter dated Sept. 6, 2006 to the Bd. of County Commissioners and also copies of Sabal Green Declaration of Covenants,
(b) Conditions & Restrictions.
(2) Since we did not have a copy of Homeowner's Association Covenants & Restrictions in our possession, or official survey
(c) we were not aware that we needed prior approval and as we had erected said modification or enclosure on top of existing patio, we were not aware of any set-back or "0" lot line lot.

REQUEST FOR RELIEF

State the relief that you would seek if the dispute was filed in court, i.e., what you want the respondent to do or not to do: We want the Homeowner's Assoc. of Sabal Point to approve our request for the existing modification built in 2004, and withdraw their objections so we can obtain the variance needed to obtain the required building permit required by the County

Please note that pursuant to section 720.311(2)(a), Florida Statutes, the parties in mediation proceedings shall share the costs equally, including the fee charged by the mediator, if any, unless the parties agree otherwise. If a department mediator is used, the department may charge such fee as is necessary to pay the expenses of the mediation, including, but not limited to, the salary and benefits of the mediator and any travel expenses incurred. The petitioner shall pay the initial mediation filing fee. At the conclusion of the mediation, the department shall charge to the parties, to be shared equally unless otherwise agreed by the parties, such further fees as are necessary to fully reimburse the department for all expenses incurred in the mediation.

I have read and understand that I am obligated to pay a portion of the cost of this mediation.

Robert L. and Janet H. Hork
Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

12.14.06
Date

Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

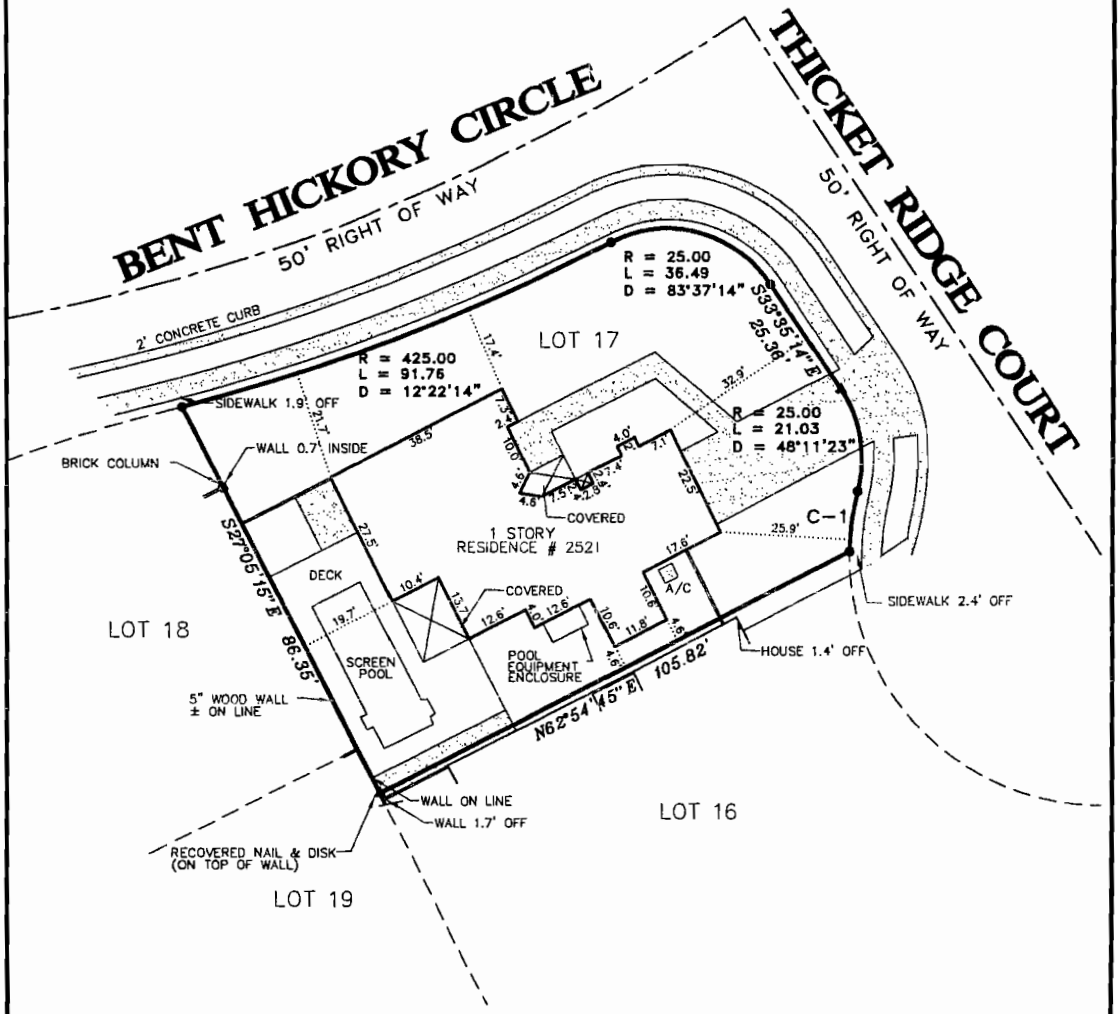
Date

Signature of each Petitioner,
Petitioner's(s') attorney, or
Petitioner's(s') representative

Date

BOUNDARY SURVEY
FOR
ROBERT AND JANET WORK

LOT 17
SABAL GREEN AT SABAL POINT
PLAT BOOK 25, PAGE 41-43,
SEMINOLE COUNTY, FLORIDA



BEARINGS ARE BASED ON THE CENTERLINE OF THICKET RIDGE COURT AS BEING S33°35'14"E, PER PLAT.

LEGAL DESCRIPTION WAS FURNISHED BY CLIENT, UNLESS OTHERWISE NOTED.

THIS IS TO CERTIFY THAT I HAVE REVIEWED THE FLOOD RATE INSURANCE MAP (FIRM) PANEL #120289 0110 E, DATED 4/17/95 AND DETERMINED THAT THE LANDS SHOWN HEREON LINE IN ZONE "X".

MATTERS NOT KNOWN TO THIS SURVEYOR MAY AFFECT THE BOUNDARY LINES SHOWN HERON.

C-1 R = 50.00
L = 12.02
D = 13°46'38"

THIS SURVEY CERTIFIED TO:
ROBERT AND JANET WORK

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS AND DELETIONS TO SURVEY MAPS, SKETCHES, OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

MICHAEL W. SOUTRO, PSM #4458
FOR THE FIRM OF ALTAMONTE SURVEYING AND PLATTING, INC. #LB 6300

SCALE:	1"=30'
REVIEWED BY:	MWS
DRAWN BY:	EMT
DATE:	11/7/06
JOB No.:	26184
REVISED:	

LEGEND

- ■ = RECOVERED 4"X4" CONCRETE MONUMENT NO#
- ▲ = RECOVERED NAIL & DISK #LB8300
- × = RECOVERED X CUT IN CONCRETE
- ◉ = RECOVERED 1/2" IRON ROD #
- ○ = RECOVERED 1/2" IRON ROD NO #
- ◐ = RECOVERED 5/8" IRON ROD NO #
- ● = SET 1/2" IRON ROD #LB 8300
- = POWER POLE AS SHOWN
- = WOOD FENCE AS SHOWN
- = CHAIN LINK FENCE AS SHOWN
- = CONCRETE SLAB AS SHOWN

D = CENTRAL ANGLE (DELTA), L = ARC, R = RADIUS, R/W = RIGHT OF WAY, A/C = AIR CONDITIONER, (R) = RADIAL, (NR) = NON-RADIAL, (P) = PLAT, (M) = MEASURED, (C) CALCULATED, (D) = DEED, POB = POINT OF BEGINNING, CONC. = CONCRETE, POC = POINT OF COMMENCEMENT, POL = POINT ON LINE O.R.BOOK = OFFICIAL RECORDS BOOK

THIS SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED AND SHALL NOT BE RELIED ON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER. UNDERGROUND FOUNDATIONS AND/OR IMPROVEMENTS WERE NOT LOCATED AS PART OF THIS SURVEY. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS OF WAYS AND/OR EASEMENTS OF PUBLIC RECORD.

ALTAMONTE SURVEYING AND PLATTING, INC.
435 DOUGLAS AVE. SUITE 1506F
ALTAMONTE SPRINGS, FL 32714
PHONE: (407) 862-7555
FAX: (407) 862-6229

COMPUTER\ACAD2006\26184.DWG

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714

TELEPHONE (407) 869-6167
FAX: (407) 869-9559

February 5, 2007

Richard M. Coin, Esquire
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751

RE: Work v. Sabal Point Community Services Association, Inc.;
2521 Thicket Ridge Court, Longwood, Florida 32779

Dear Mr. Coin:

This law firm has the pleasure of representing Mr. and Mrs. Work regarding the spurious claims and demands in your January 31, 2007.

You may recognize this law firm as the one who has prevailed on every single litigation action brought by Taylor & Curls, P.A. Your law firm has a reputation with me of refusing all reasonable offers of settlement, running up outrageous attorney's fees and costs to your homeowner's associations, and then caving in with no law to support your positions.

Your letter dated January 31, 2007, is the start of your frivolous assertions. You have actual knowledge that on December 14, 2006, my clients made a request for mediation under F.S. 720; yet you spent your client's money writing about how you are going to pursue mediation in your January 31, 2007, letter, after mediation has been initiated.

The case law does not support your client's position that the addition to my client's home should be removed.

Demand is hereby made upon you and your client to withdraw your claims and to stop harassing my elderly clients. Should you fail to withdraw your claims in writing, then at the appropriate time I shall file F.S. 57.105 claims against you and your law firm, seeking to recover all costs and attorney's fees. Additionally, you may expect a separate cause of action against the HOA.

Demand is made upon you to produce all documents that support your claims, including but not limited to a copy of the plat, a copy of the declaration and covenants, all zoning restrictions; and any and all documents which show that for the subject property, within the zero lot line subdivision area that there is any requirement for a 10 foot setback. And,

produce any and all documents that show why the property adjacent to the disputed structure has a 1.4 foot setback?

Submit your list of proposed mediators.

Sincerely,

William Glenn Roy Jr.

Cc: Mr. and Mrs. Work

TAYLOR & CARLS, P.A.

ATTORNEYS AND COUNSELORS AT LAW
650 CONCOURSE PARKWAY SOUTH
SUITE 105
MAITLAND, FL 32751

TELEPHONE: (407) 660-1040
TOLL FREE: (800) 395-6235
FAX: (407) 660-9422

HARRY W. CARLS
ROBERT L. TAYLOR*
PATRICK C. HOWELL
ELIZABETH A. LANHAM-PATRIE

GENE S. BOGER
ROBYN SEVERS BRAUN
RICHARD M. COLN
NGOZI C. ACHOLONU
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*Board Certified Real Estate Attorney

PALM COAST, FLORIDA
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MELBOURNE, FLORIDA
TELEPHONE: (321) 253-2223
FAX: (321) 253-2237

TAMPA, FLORIDA
TELEPHONE: (813) 314-2223
FAX: (813) 314-2197

February 12, 2007

Via Regular U.S. Mail &
Facsimile (407) 869-9559

William Glenn Roy, Jr., Esquire
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: Inspection of Official Records

Dear Mr. Roy:

As you are aware, our office has the pleasure of representing Sabal Point Community Services Association, Inc. (the "Association"). The Association has received your letter dated February 5, 2007, in which you request production of certain official records of the Association on behalf of Mr. & Mrs. Work.

The Association does not maintain copies of the county and city zoning restrictions you requested and these documents are not part of the Association's Official Records. You are free to contact the city and county for copies of these restrictions. The Association acknowledges the remainder of your request to inspect its official records as defined in Section 720.303(5), Florida Statutes, and will fully comply with the requirements pertaining to your request.

Please be advised that the records are available for your inspection. Please contact the property manager, Dorothy Dodson at 407-788-6700, Ext. 314, to arrange a date and time that will be convenient for you.

Please contact us if you have any questions regarding this matter.

Sincerely,

Richard M. Coln

RMC/mnr
cc: Sabal Point Community Services Association, Inc.

Spc001A\Spc028 ltr3

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714

TELEPHONE (407) 869-6167
FAX: (407) 869-9559

April 9, 2007

Richard M. Coln, Esquire
850 Concourse Parkway South, Suite 105
Maitland, Florida 32751

FAX and Reg. Mail
407-660-9422

See Anonymous LTR for a Bd. member stating that Mr. DeVinney said "you mean we don't have our ACE in the Hole". HOA Tried to use their mediator!

Re: Work v. Sabal Point; Case No. 2007-00-4016

Dear Mr. Coln:

Nice Try! I have asked Mr. Mastronardo to recuse himself from this case because he lives in Sabal Point. He agrees.

Next time, coordinate the mediation date with my office, and I did not agree to any mediation at your office.

Additionally, the document production at the property manager's office was a red hering. They had absolutely nothing in their file other than billing information and a few letters to you. I once again request that prior to any mediation, you produce the documents and information requested in my February 5, 2007, letter.

All communications in this matter should be sent directly to this law office and NOT to my clients.

Sincerely,

William Glenn Roy Jr.

Cc: Division of Fla. Land Sales
Mr. and Mrs. Work

Dear Mr. Roy:

Don't know if this helps, but at the May SPCSA homeowner board meeting your name and your client, Works, was referenced about an upcoming mediation. The Board President, Wayne Hunieke, was soliciting 3 board directors to sign for the mediation, and there seemed to be reluctance to get those present to do so. Two would not do so, two were absent. One that finally signed, Pope, asked Hunieke to 'refresh his memory' about what it was about, amazing since he is the recording secretary. My concern was his intent to allow a person present named Claudette Jillioute to sign the legal mediation form until one of the board directors stated she couldn't do that since she wasn't an elected board director. She is merely President of the Sabal Green village. That position has nothing to do with this Board. Still, Mr. Hunieke drew an additional line aside from the main petition lines and allowed her to sign it. At the June SPCSA board meeting, it was mentioned during the legals of the management report by Sentry Management that Ms. Jillioute was present at the legal meeting between Hunieke, Josh DeVinney, Sentry, at Taylor & Carls. This seems inappropriate, if not illegal, and several attorneys in our community have commented that this Board could be disposed for such actions. It is amazing that a non-elected viewing observer can be included in board activity that excludes other board members who are not allowed to attend, even if they wanted to, because this is the way Mr. Huniecke wants to run what he thinks is his personal club. The majority of the board is not, and has not, been aware of any of the communications concerning you and your clients position, apparently only regurgitated personal interpretations by Huniecke to the Board. They base their decisions/votes off of his personal desires. In particular, in Huncieke mentioning the upcoming mediation for your client, it was alarming to hear Mr. DeVinney state 'you mean we don't have our Ace in the Hole' when Hunieke said this mediation would be different in lieu of a new mediation place, and new mediator other than Maldonarldo [not sure of the spelling].

An apology is extended for the manner of this notice to you, but most people in Sabal know that if a person questions Mr. Hunieke's actions, one becomes a target on his hit list using Taylor & Carls as the instrument, even against other board directors who are fighting this battle. It is our hope that your client can be spared the wrongness of the action being levied against them by Hunieke. Please let them know that there are others and they are not alone. Fiduciary standards are being compromised by Hunieke as he continues to perpetuate his will in disguise as a self-assigned lawyer.

√

WILLIAM GLENN ROY, JR.
ATTORNEY AT LAW
411 WEST CENTRAL PARKWAY
ALTAMONTE SPRINGS, FLORIDA 32714

TELEPHONE (407) 869-6167
FAX: (407) 869-9559

June 28, 2007

Richard M. Coln, Esq.
Taylor & Carls, P.A.
850 Concourse Parkway South
Maitland, FL 32751

Re: Work v. Sabal Point

Dear Mr. Coln,

My client renews their $5,000.00 settlement offer to be paid within 60 days from date of written agreement. General releases are a condition.

If your clients do not settle, then serve me with your lawsuit, and set aside about ten to twelve days for the deposition of every homeowner in Sabal Green. And as advanced warning, I will be subpoenaing all of the ARC records; applications, appraisals and denials, etc. Then I will subpoena all of the master association records in ARC related issue. Then each Sabal Green homeowner will produce records of all improvements to their properties and what, if any, they pulled. And then we will view and inspect each property within the zero lot line development. You and I are going to get really close.

Very truly yours,

William Glenn Roy, Jr.

Cc: Robert and Janet Work

TAYLOR & CARLS, P.A.

ATTORNEYS AND COUNSELORS AT LAW
850 CONCOURSE PARKWAY SOUTH
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July 6, 2007

Via Facsimile Transmission
William Glenn Roy, Jr., Esq.
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: **Sabal Point Community**
Robert and Janet Work

Dear Mr. Roy:

I have received your letter dated June 28, 2007, in which you proposed a settlement in the amount of $5,000.00, along with the exchange of general releases by the parties. I have conveyed your offer to my client, the Sabal Point Community Association.

The President of the Association has reviewed your offer and has indicated that the full board wishes to discuss and consider the offer at the next duly noticed meeting of the Board of Directors on July 17, 2007. Accordingly, I am requesting on behalf of my Client, additional time for the Board to adequately consider this offer.

Once the Board has reviewed the settlement, I will notify you of their decision. I thank you for your consideration in this regard.

Sincerely,

Richard M. Coln

RMC/sc
cc: Sabal Point Community Association, Inc.
Spc028 ltr4

HARRY W. CARLS
ROBERT L. TAYLOR*
PATRICK C. HOWELL
ELIZABETH A. LANHAM-PATRIE

GENE S. BOGER
ROBYN SEVERS BRAUN
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FAX: (813) 314-2197

July 25, 2007

William Glenn Roy, Jr., Esquire
Attorney at Law
411 West Central Parkway
Altamonte Springs, FL 32714

Re: **Sabal Point Community**
Robert and Janet Work

Dear Mr. Roy:

On July 17, 2007, the Board met to consider the settlement offer you proposed on behalf of your clients, the Works. The Board has reviewed and considered your offer and has indicated that it does not wish to accept the offer at this time.

Please contact me if you have any questions or concerns.

Sincerely,

Richard M. Coln

RMC/mnr
cc: Sabal Point Community Association, Inc.

Spc028 ltr7

252

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: (Continued from 8/14/07 BCC Meeting) 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:

fThe 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 unimproved 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 that segment of the rights-of-way for development of a new public school. The School Board owns all the surrounding properties and plan to develop for a new high school and 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

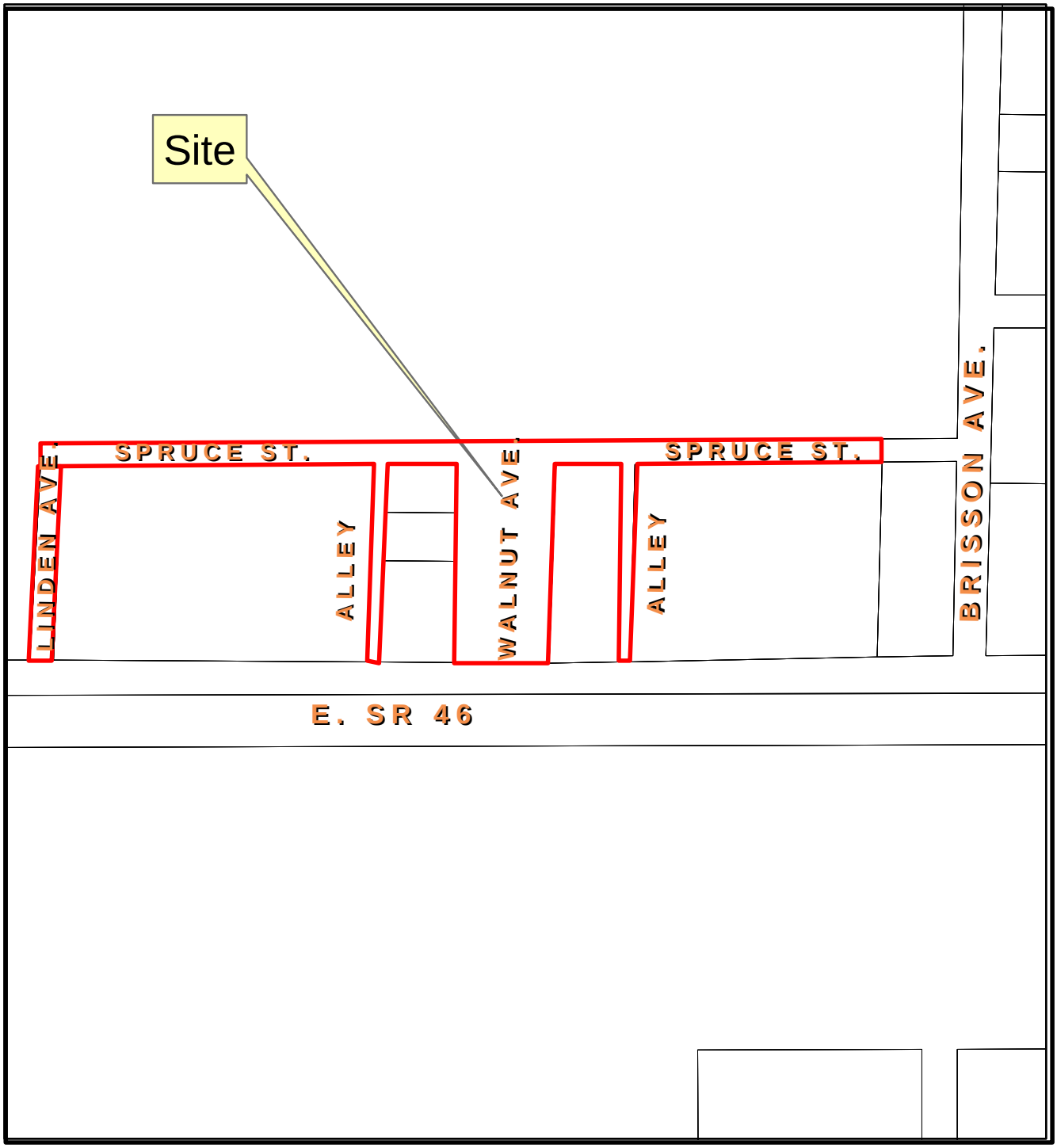
Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

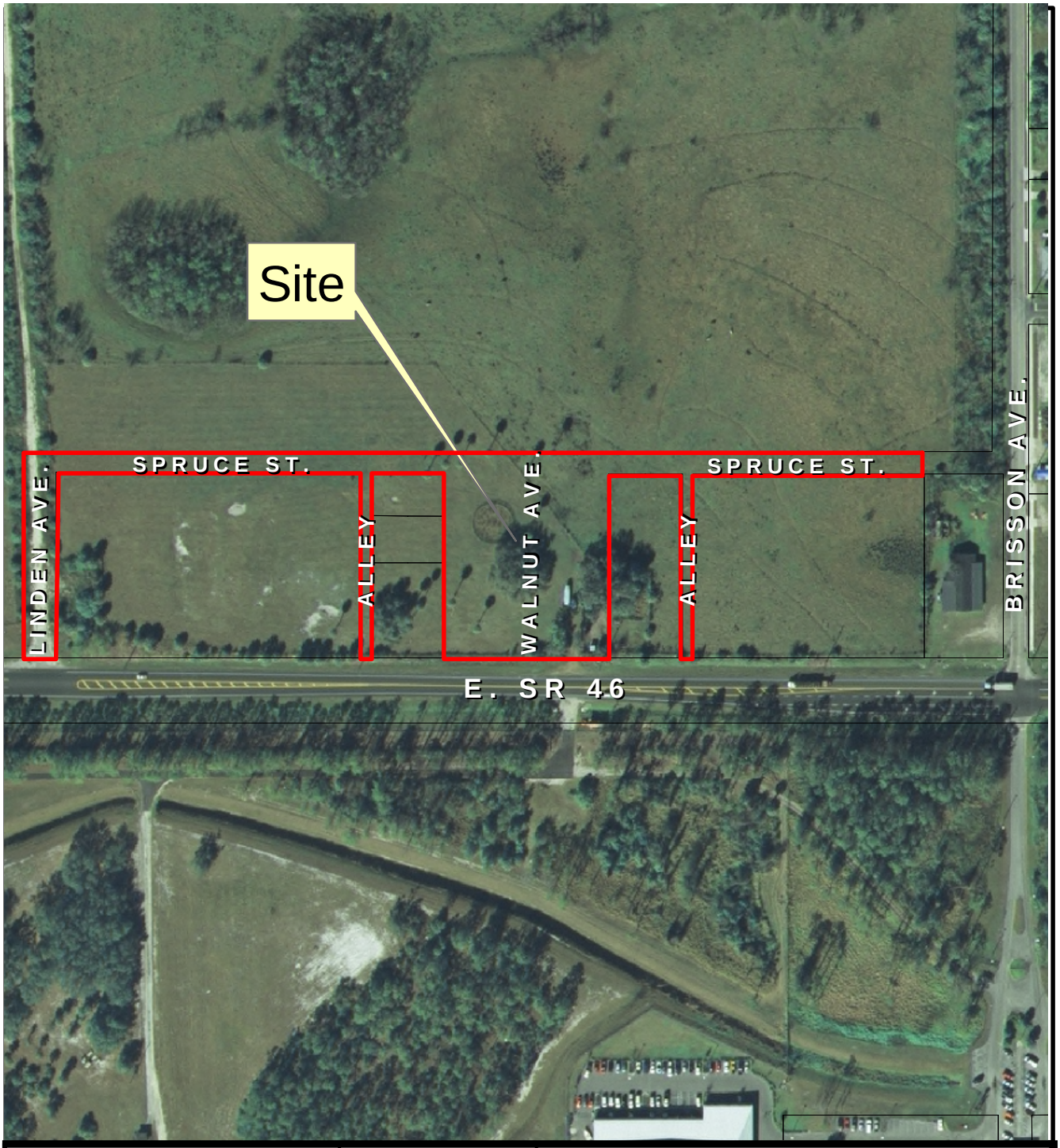
Right-of-Way Vacate of Spruce St, Linden Ave, Walnut Ave, and Two Unnamed Alleys

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 28TH 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 PUBLIC SCHOOLS

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 28TH 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 & 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	

EXHIBIT C

SKETCH OF DESCRIPTION

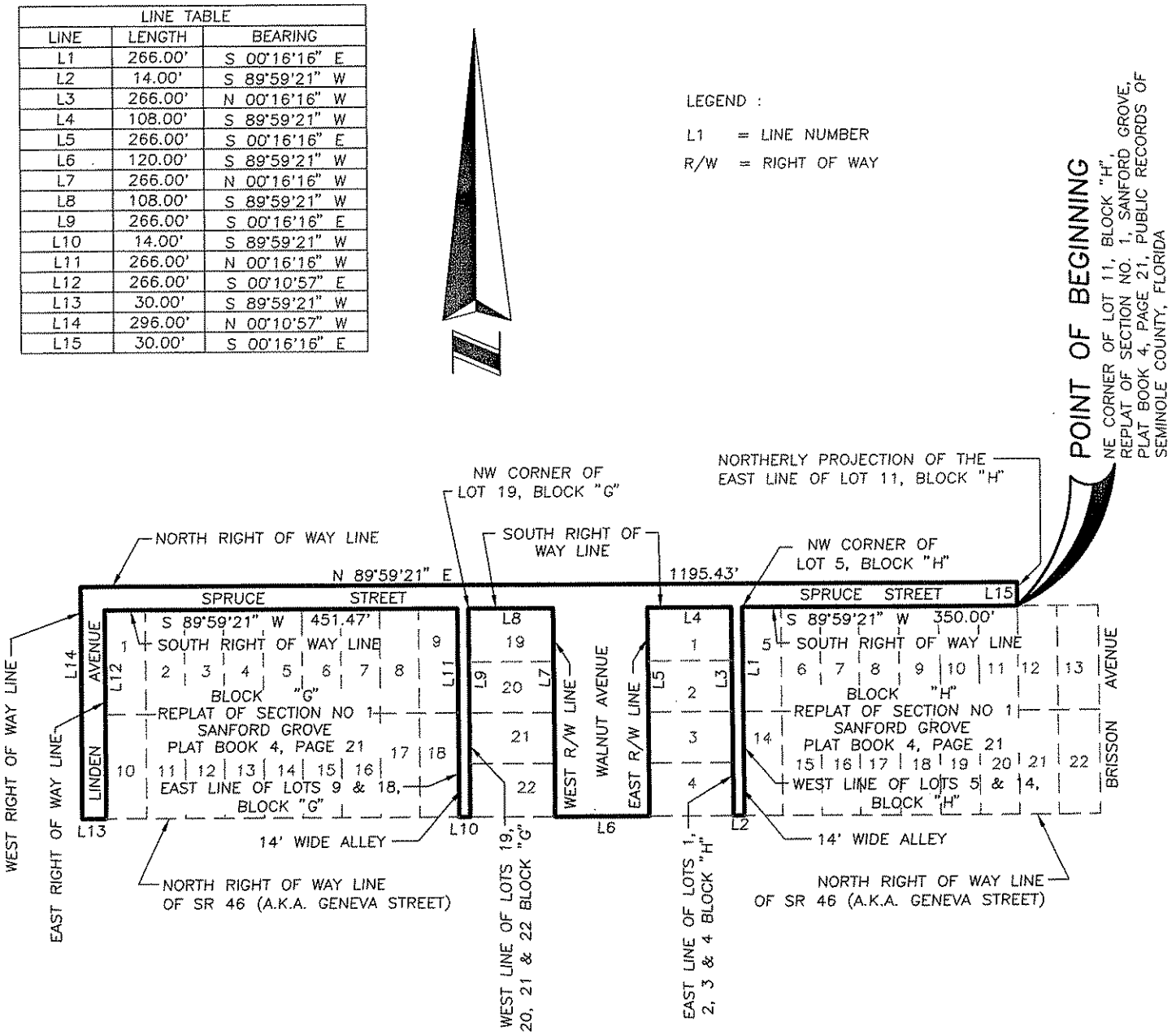
PROPOSED ROAD RIGHT OF WAY VACATION

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

Southeastern Surveying

SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
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email:info@southeasternsurveying.com

Drawing No. 5168002
Job No. 51680
Date: 11/08/2006
SHEET 2 OF 2
See Sheet 1 for Description

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Public Hearing: Seminole County Port Authority Budget Fiscal Year 2007/08

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Polk **EXT:** 7177

MOTION/RECOMMENDATION:
Approve the Seminole County Port Authority Budget as described in the Legal Adverstisement.

County-wide Lin Polk

BACKGROUND:

PUBLIC HEARING

AUGUST 28, 2007, 1:30 P.M.

Proposed Seminole County Port Authority Budget for FY 2007/08

The Seminole County Port Authority was created by Act of State Legislature in 1965 in order to provide a political body to construct and operate a facility known as the Port of Sanford. The Port is currently self-supporting and has not received ad valorem tax support since year 1981/82.

The Seminole County Port Authority has provided copies of the FY 2007/08 proposed budget to the Board of County Commissioners. The budget package is available for public review in the Department of Fiscal Service, County Services Building, 3rd Floor.

Attached for information is a copy of the Notice of Public Hearing and Port Authority budget.

STAFF RECOMMENDATION:
Staff reccomends the Board approve the Seminole County Port Authority Budget as described in the Legal Advertisement.

ATTACHMENTS:

1. Port Authority Budget Letter
2. Port Authority Budget
3. Proof of Advertisement

Additionally Reviewed By:
No additional reviews

Seminole County Port Authority
SCOPA

MEMORANDUM #2071

TO: BOARD OF COUNTY COMMISSIONERS
FROM: SCOPA BOARD OF DIRECTORS
SUBJECT: 2007/2008 BUDGET
DATE: MAY 22, 2007

The approved budget for fiscal year 2007/2008 is attached hereto for your review and ratification.

As in past years, the budget was prepared and calculated using the "zero based" system. Each line item was independently visited and calculated using agency policies, market trends, contractual commitments, and short and long-range goals and objectives. Further consideration and suggestions are given to non-operational elements.

The Budget is prepared and presented in two distinct parts, an Operational Budget and a Total Cash Budget. In preparing the operational portion, a reassessment of the operational revenues and expenditures for the current fiscal year is first made, then revenues and expenditures for F.Y. 2007/2008 are projected. Finally, the Total Cash Budget blends the operational elements with non-operational items to project a total Cash Flow Analysis.

SECTION ONE
Operational Revenues & Expenditures
Last 6 months of F.Y. 2006/2007

This reevaluation addresses current fiscal trends along with any Board approved changes to the current budget, enabling us to more accurately predict the "Cash Carried Forward" element for the F.Y. 2007/2008 Budget.

SECTION TWO
Projected Cash Balance and Cash Flow Analysis
Last 6 months of F.Y. 2006/2007

Applying the reevaluated operational revenues and expenses from Section One, along with the actual operational revenues and expenses as of March 31, 2007, we can project the operational profits of the Authority for F.Y. 2006/2007 as follows:

1510 Kastner Place, Suite 1, Sanford, Florida 32771 • Ph. (407) 322-4798 •Fax (407)330-1712 • www.portofsanford.org

Cliff Miller *Chairman* | **Elizabeth Dorworth** *Vice-Chairman* | **William H. Poe** *Secretary* | **Dana McBroom** *Treasurer* | **Matthew Brown** *Member*
Thomas Kuhn *Member* | **Jeffrey Triplett** *Member* | **Kyle Kilger** *Member* | **Dick Van Der Weide** *BCC Member* | **Stephen H. Coover** *Attorney*
Andrew Van Gaale, *Administrator*

Actual Operational Revenue, first 6 months of F.Y. 2006/2007	$1,030,866
Projected Operational Revenue, last 6 months of F.Y. 2006/2007	$1,005,469
TOTAL:	**$2,036,335**
Actual Operational Expenses, first 6 months of F.Y. 2006/2007	($ 460,400)
Projected Operational Expenses, last 6 months of F.Y. 2006/2007	($ 494,263)
TOTAL:	**($ 954,663)**

PROJECTED 2006/2007 OPERATIONAL PROFIT: $1,081,672 (53.1%)

The Projected Cash Balance in this section outlines the anticipated Cash on Hand as of 9/30/07. This is immediately followed by a month by month Cash Flow Analysis.

SECTION THREE
Projected Operational Revenue
F.Y. 2007/2008

The operational revenue projection for F.Y. 2007/2008 totals $2,032,562 (not including the projected cash carried forward in the amount of $601,596). This reflects an increase of $97,861 (4.8%) over the current year's budget when taking the Featherlite mortgage payments out of the equation, which will be paid off in September of this year. Lease rates were increased 5% where applicable according to current and past policy.

SECTION FOUR
Projected Operational Expenditures
F.Y. 2007/2008

Operational expenditures are projected to total $1,059,557, an increase of $135,532 (12.8%) over the current year's budget.

The transfer to Seminole County General Fund is not considered in this section, as it is a non-operational expenditure. It is outlined in the Total Cash Budget (Section 5).

Seminole County
Port Authority
SCOPA

SECTION FIVE
Operational & Total Cash Budget
Cash Flow Analysis

OPERATIONAL BUDGET

The Authority must approve and publish a balanced budget; therefore, spread sheets and notes of explanation carry a "Cash Carried Forward" element on the revenue side and a "Reserve Capital" function on the expenditure side as balancing factors.

★ The 2007/2008 Budget, as herein compiled, totals $2,634,158 ★

Considering only the operational elements, the cash in-cash out profit calculation for F.Y. 2007/2008 is as follows:

Projected Cash Operational Revenue:	$2,032,562
Projected Cash Operational Expenses:	(1,059,557)
CASH IN-CASH OUT PROFIT:	**$ 973,005 (47.9%)**

TOTAL CASH BUDGET

Having considered all operational elements of the proposed fiscal plan, the following non-operational expenditure has been approved :

Transfer of $950,000 to the General Fund of Seminole County in September, 2008. The SCOPA Board recommends that $150,000 of the $950,000 be designated to the Seminole Community College Foundation for the Small Business Development Center in January, 2008.

Given this non-operational allowance, the Cash Balance Sheet for F.Y. 2007/2008 would be as follows:

CASH BALANCE - 10/01/07	$ 601,596
OPERATIONAL:	
Revenues	$2,032,562
Expenses	(1,059,557)
NON-OPERATIONAL:	
Transfer to Seminole County	(950,000)
CASH BALANCE - 09/30/08	$ 624,601

Seminole County Port Authority

DRAFT

2007/2008
BUDGET

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PROJECTED OPERATIONAL EXPENDITURES 2007/2008 4

TOTAL CASH BUDGET & CASH FLOW ANALYSIS 5

REVENUES-LAST SIX MONTHS OF FISCAL 2006/2007

ADDRESS/TENANT	*APRIL*	*MAY*	*JUNE*	*JULY*	*AUGUST*	*SEPT.*	*SUBTOTAL*	*TOTAL AS OF 03/31/07*	*TOTAL PROJ. 2006/2007*
Interest Income	$3,650	$4,125	$4,477	$4,800	$5,203	$5,278	$27,533	$16,856	$44,389
BUILDING LEASES									
1490 Kastner PL/FL Extruders Int'l., Inc.	$10,882	$10,882	$10,882	$10,882	$10,882	$10,882	$65,292		
1510 Kastner PL, Ste. 2/Mid-Continent Energy Co., Inc.	$356	$356	$356	$356	$356	$356	$2,136		
1510 Kastner PL, Ste. 3/Freeport Fountains, LLC	$1,455	$1,455	$1,455	$1,455	$1,455	$1,528	$8,803		
1511 Kastner PL/Ryan & Reed, Inc.	$3,486	$3,486	$3,486	$3,486	$3,486	$3,486	$20,916		
1515 Kastner PL/Water Specialists Environ. Tech., LLC	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$22,050		
1520 Kastner PL/Featherlite Coaches, Inc.	$3,859	$3,859	$3,859	$4,052	$4,052	$4,052	$23,733		
1441 Kastner Place/101/We're Organized, Inc. FL	$893	$893	$893	$893	$893	$893	$5,358		
1441 Kastner Place/111/We're Organized, Inc. FL	$1,819	$1,819	$1,910	$1,910	$1,910	$1,910	$11,278		
1471 Kastner PL/101/Rust-Off, Inc.	$755	$755	$755	$755	$755	$755	$4,530		
1471 Kastner PL/105/MDI Solutions, Inc.	$750	$750	$750	$750	$750	$750	$4,500		
1471 Kastner PL/109/Dirk's Motorworks	$761	$761	$761	$761	$761	$761	$4,566		
1471 Kastner PL/113-117/MDI Solutions, Inc.	$1,600	$1,600	$1,600	$1,600	$1,680	$1,680	$9,760		
1471 Kastner PL/121/Freeport Fountains, LLC	$602	$602	$602	$602	$602	$602	$3,612		
1471 Kastner PL/125/Roger Pinkerton	$741	$741	$741	$741	$741	$741	$4,446		
1481 Kastner PL/101 & 113/Trailer Manufacturing, LLC	$3,735	$3,735	$3,735	$3,735	$3,735	$3,922	$22,597		
1690 Fitzpatrick Point/Marinas, LLC	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$32,586		
Dolgner Place									
1430/Acme Recycling Industries, LLC	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$13,008		
1440/Acme Recycling Industries, LLC	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$14,586		
1500/R. J. Arnold, LLC	$10,000	$10,000	$10,000	$10,000	$10,000	$10,500	$60,500		
1501 & 1505/R & R Sheet Metal	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$8,226		
1509/Prime Devices, Inc.	$882	$882	$882	$882	$882	$882	$5,292		
1513/Pro Active Fixtures, Inc.	$750	$750	$750	$750	$750	$750	$4,500		
1517/B & N Fabricating	$700	$700	$700	$700	$700	$700	$4,200		
1521/PSP Custom Woodworking	$695	$695	$695	$695	$695	$695	$4,170		
1525 & 1529/B & N Fabricating	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$9,360		
1539/Absolute Marine Parts & Service, Inc.	$775	$775	$775	$775	$775	$775	$4,650		
1543/Ultimate Woodworks	$750	$750	$750	$750	$750	$750	$4,500		
1547/G & C Cabinetry	$638	$638	$638	$638	$638	$638	$3,828		

ADDRESS/TENANT	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	SUBTOTAL	TOTAL AS OF 03/31/07	TOTAL PROJ. 2006/2007
1551 & 1555/Ultimate Woodworks	$1,251	$1,251	$1,251	$1,251	$1,251	$1,251	$7,506		
1559/Arlynn Nofziger	$625	$625	$625	$625	$625	$625	$3,750		
1563/Lentec Machining, Inc.	$626	$626	$626	$626	$626	$626	$3,756		
1601/Featherlite Coaches, Inc.	$22,638	$22,575	$22,530	$22,470	$22,421	$22,367	$135,001		
4421 Schilke Way									
Suites 100-104/Featherlite Coaches, Inc.	$1,279	$1,279	$1,279	$1,279	$1,279	$1,279	$7,674		
Suite 108/R. C. Cabinets, Inc.	$809	$809	$809	$809	$809	$809	$4,854		
Suite 112/Luis Flooring, Inc.	$850	$850	$850	$850	$850	$850	$5,100		
Suites 116-120/Featherlite Coaches, Inc.	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$7,896		
Suites 124-128, Lot/Arthur J. Chick, Jr.	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$9,846		
1450 Kastner Place-Small Business Center-Phase I									
Suites 100/Rich-United Corp.	$1,250	$1,250	$1,250	$1,250	$1,250	$1,250	$7,500		
Suite 104/Sanford Mirror & Glass	$900	$900	$900	$900	$900	$900	$5,400		
Suite 108/Absolute Marine Parts & Service, Inc.	$850	$850	$850	$850	$850	$850	$5,100		
Suites 112-116/Pools by Bradley, Inc.	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$10,872		
Suite 120/Republic National Industries	$810	$810	$810	$810	$810	$810	$4,860		
Suites 124-128/Daniel E. Wurl	$1,575	$1,575	$1,575	$1,575	$1,575	$1,654	$9,529		
1470 Kastner Place-Small Business Center-Phase II									
Suites 100-104/Acteon Networks FL, LLC	$1,245	$1,245	$1,245	$1,245	$1,245	$1,245	$7,470		
Suite 108/Midian International (USA), Inc.	$838	$838	$838	$838	$880	$880	$5,112		
Suites 112-116/HESCO/RLS	$1,210	$1,210	$1,210	$1,210	$1,210	$1,210	$7,260		
Suite 120/Gotta Ride, Inc.	$656	$656	$656	$656	$656	$656	$3,936		
Suites 124-132/Advanced Tech. Mfg., Inc.	$1,869	$1,869	$1,869	$1,869	$1,869	$1,869	$11,214		
Dolgner Place-Small Business Center-Phase III									
1401-1409/7 Plastics, Inc.	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$12,990		
1413/7 Plastics, Inc.	$885	$885	$885	$885	$885	$885	$5,310		
1417/Mailtropolis, LLC	$850	$850	$850	$850	$850	$850	$5,100		
1421-1429/Mailtropolis, LLC	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$12,666		
1433-1453/Seminole Community College	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$19,680		
Dolgner Place-Small Business Center-Phase IV									
1900 & 1904/Tru-Mark, Inc.	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$9,816		
1910/Skycraft Parts & Surplus, Inc.	$1,356	$1,356	$1,356	$1,356	$1,356	$1,356	$8,136		
1920/G. C. Contracting, LLC	$1,355	$1,355	$1,355	$1,355	$1,355	$1,355	$8,130		

ADDRESS/TENANT	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	SUBTOTAL	TOTAL AS OF 03/31/07	TOTAL PROJ. 2006/2007
1924/First American Title Insurance	$695	$695	$695	$695	$695	$695	$4,170		
1928/A Leapin' Lizard Moonwalks & Slides	$656	$656	$656	$656	$656	$656	$3,936		
1932/Philip Charles Smith	$656	$656	$656	$656	$656	$656	$3,936		
1936/Dynamic Aspects, Inc.	$640	$640	$640	$640	$640	$640	$3,840		
1940/Dynamic Aspects, Inc.	$895	$940	$940	$940	$940	$940	$5,595		
Dolgner Place-Small Business Center-Phase V									
1950/Allstar Concrete Cutting & Coring, Inc.	$985	$985	$985	$985	$985	$985	$5,910		
1954/Allstar Home Respiratory, LLC	$963	$963	$963	$963	$963	$963	$5,778		
1958/BG Enterprises, LLC	$998	$998	$998	$998	$998	$998	$5,988		
1962/Reliance Construction, LLC	$672	$672	$672	$672	$672	$672	$4,032		
1966/Legacy Glass & Supply	$672	$672	$672	$672	$672	$672	$4,032		
1970/Legacy Glass & Supply	$1,607	$1,607	$1,607	$1,607	$1,607	$1,607	$9,642		
1980 Dolgner Place-Small Business Center-Phase VI									
Suite 1000/SOHO Enterprises, Inc.	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$13,050		
Suite 1008/Carland Motor Sports	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$10,308		
Suite 1016/Legacy Glass & Supply	$720	$720	$720	$720	$720	$720	$4,320		
Suite 1020/Executive Auto Design, LLC	$720	$720	$720	$720	$720	$720	$4,320		
Suite 1024/Premier Lightning Protection	$998	$998	$998	$998	$998	$998	$5,988		
Suite 1028/CRL, LLC	$998	$998	$998	$998	$998	$998	$5,988		
Suite 1032/dbSys, Inc.	$720	$720	$720	$720	$720	$720	$4,320		
Suite 1036/Sylvania Lighting Services Corp.	$750	$750	$750	$750	$750	$750	$4,500		
Suite 1040/Americ Design	$720	$720	$720	$720	$720	$720	$4,320		
Suites 1044 & 1048/Rilee Sandkris Construction, LLC	$1,996	$1,996	$1,996	$1,996	$1,996	$1,996	$11,976		
Suite 1052/CoverAll Aluminum, Inc.	$720	$720	$720	$720	$720	$720	$4,320		
Suite 1060/CoverAll Aluminum, Inc.	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$10,308		
Suite 1068/CoverAll Aluminum, Inc.	$1,375	$1,375	$1,375	$1,375	$1,375	$1,375	$8,250		
SUBTOTALS	$145,975	$145,957	$146,003	$146,136	$146,209	$146,994	$877,274	$875,492	$1,752,766
CLIFTON BUILDINGS									
1451 Kastner Place/101-109/Florida Foam Products	$2,750	$2,750	$2,750	$2,750	$2,750	$2,750	$16,500		
1451 Kastner Place/113-125/Florida Foam Products	$2,500	$2,500	$2,500	$2,500	$2,625	$2,625	$15,250		
1461 Kastner Place/117-129/Acme Ind. Surplus, Inc.	$2,418	$2,418	$2,418	$2,418	$2,418	$2,418	$14,508		
1461 Kastner Place/101-113/Ocean State Production	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$14,886		
SUBTOTALS	$10,149	$10,149	$10,149	$10,149	$10,274	$10,274	$61,144	$60,658	$121,802

ADDRESS/TENANT	APRIL	MAY	JUNE	JULY	AUGUST	SEPT.	SUBTOTAL	TOTAL AS OF 03/31/07	TOTAL PROJ. 2006/2007
LAND LEASES									
1681 Fitzpatrick Pt./AquaTech Industrial Services	$852	$852	$852	$852	$852	$852	$5,112		
Harry's Towing Service	$307	$307	$307	$307	$307	$307	$1,842		
4350 Carraway Place/Heritage Operating, L.P.	$110	$110	$110	$110	$110	$110	$660		
4360,4370,4380 Carraway PL/Marinas, LLC	$2,624	$2,624	$2,624	$2,624	$2,624	$2,624	$15,744		
1600 Dolgner PL/Log Cabin Homes	$471	$471	$471	$471	$471	$471	$2,826		
4501 Schilke Way/Leonard Smith	$1,790	$1,790	$1,790	$1,790	$1,790	$1,790	$10,740		
1688 Fitzpatrick Pt./Sharp Fence	$168	$176	$176	$176	$176	$176	$1,048		
SUBTOTALS	$6,322	$6,330	$6,330	$6,330	$6,330	$6,330	$37,972	$37,394	$75,366
OTHER									
Hidden Harbour Marina	$3,750	$3,750	$3,750	$3,750	$3,750	$3,750	$22,500	$29,989	$52,489
Water Sales	$1,100	$1,100	$1,100	$1,100	$1,100	$1,100	$6,600	$7,053	$13,653
Miscellaneous	$100	$100	$100	$100	$100	$100	$600	$3,424	$4,024
Provision for Vacancy (3% of Building Leases)	($4,684)	($4,684)	($4,685)	($4,689)	($4,694)	($4,718)	($28,154)	$0	($28,154)
TOTALS	**$166,362**	**$166,827**	**$167,224**	**$167,676**	**$168,272**	**$169,108**	**$1,005,469**	**$1,030,866**	**$2,036,335**

EXPENDITURES-LAST SIX MONTHS OF FISCAL 2006/2007

LINE ITEM	*APRIL*	*MAY*	*JUNE*	*JULY*	*AUGUST*	*SEPT.*	*SUBTOTAL*	*TOTAL AS OF 03/31/07*	*TOTAL PROJ. 2006/2007*
Salaries	$11,642	$11,642	$11,642	$11,642	$11,642	$11,642	$69,852	$117,499	$187,351
FICA	$722	$722	$722	$722	$722	$722	$4,332	$3,239	$7,571
Medicare	$169	$169	$169	$169	$169	$169	$1,014	$1,704	$2,718
Retirement Contributions	$1,377	$1,377	$1,377	$1,377	$1,377	$1,377	$8,262	$10,458	$18,720
Life & Health Insurance	($94)	$1,484	$1,484	$1,484	$1,484	$1,484	$7,326	$7,369	$14,695
Legal	$588	$1,150	$1,150	$1,150	$1,150	$1,150	$6,338	$4,991	$11,329
Consultants	$175	$2,275	$275	$275	$275	$275	$3,550	$1,050	$4,600
Miscellaneous	$327	$118	$118	$118	$118	$118	$917	$635	$1,552
Accounting/Auditing	$0	$0	$0	$0	$0	$0	$0	$11,875	$11,875
Arthropod Control	$0	$100	$0	$100	$0	$100	$300	$402	$702
Cleaning	$840	$840	$840	$840	$840	$840	$5,040	$5,040	$10,080
Travel Expense	$0	$0	$100	$0	$100	$0	$200	$120	$320
Communications	$278	$374	$374	$374	$374	$374	$2,148	$1,865	$4,013
Postage	$63	$72	$72	$72	$72	$72	$423	$429	$852
Utilities	$3,249	$3,045	$3,045	$3,045	$3,045	$3,045	$18,474	$18,272	$36,746
Equipment Rental	$320	$107	$182	$107	$182	$107	$1,005	$983	$1,988
Clifton Buildings	$4,994	$700	$4,900	$4,900	$3,900	$4,900	$24,294	$25,016	$49,310
Insurance & Bonds	($293)	($293)	($293)	$26,225	($293)	($293)	$24,760	$109,255	$134,015
Equipment Service Contracts	$0	$122	$0	$300	$122	$0	$544	$2,320	$2,864
Equipment Repair	$294	$0	$0	$0	$0	$0	$294	$776	$1,070
Maint. & Repair-property	$134,059	$26,000	$10,000	$20,000	$10,000	$50,000	$250,059	$75,628	$325,687
Printing & Binding	$0	$50	$50	$50	$50	$50	$250	$683	$933
Advertising	$0	$200	$200	$200	$200	$200	$1,000	$575	$1,575
Public Relations	$0	$300	$300	$300	$300	$300	$1,500	$2,846	$4,346
Maintenance Supplies	$472	$400	$400	$400	$400	$400	$2,472	$655	$3,127
Contingency	$0	$0	$0	$0	$0	$5,000	$5,000	$0	$5,000
Office Supplies	$68	$200	$200	$200	$200	$200	$1,068	$1,292	$2,360
Auto Expense	$8	$50	$50	$50	$50	$50	$258	$720	$978
Gas & Lubricants	$181	$250	$250	$250	$250	$250	$1,431	$809	$2,240
Janitorial Supplies	$284	$280	$280	$280	$280	$280	$1,684	$1,632	$3,316
Dues & Subscriptions	$0	$45	$250	$0	$300	$0	$595	$500	$1,095
Debt Service-Interest	$325	$262	$217	$157	$108	$54	$1,123	$3,012	$4,135
Debt Service-Principal	$8,125	$8,125	$8,125	$8,125	$8,125	$8,125	$48,750	$48,750	$97,500
TOTALS	**$168,173**	**$60,166**	**$46,479**	**$82,912**	**$45,542**	**$90,991**	**$494,263**	**$460,400**	**$954,663**

PROJECTED CASH BALANCE
AS OF 9/30/07

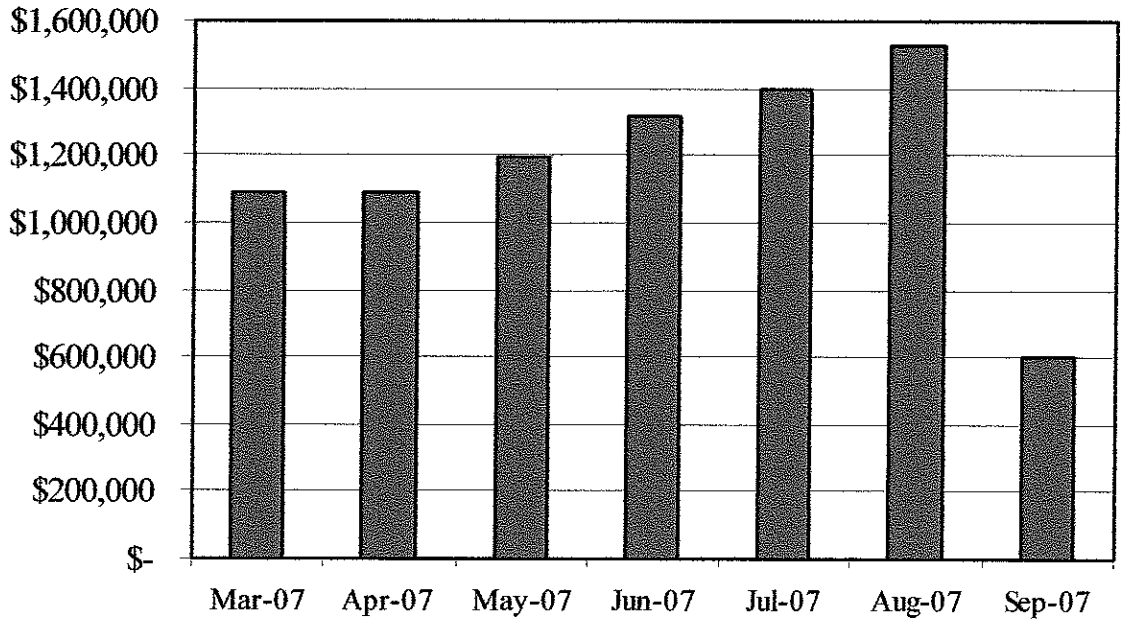
CASH & AVAILABLE FUNDS ON HAND, 03/31/07	$1,090,390
ANTICIPATED OPERATIONAL REVENUES, 04/01/07-09/30/07	$1,005,469
ANTICIPATED OPERATIONAL EXPENDITURES, 04/01/07-09/30/07	($ 494,263)
TRANSFER TO SEMINOLE COUNTY GENERAL FUND, 09/30/07	($1,000,000)
PROJECTED CASH ON HAND AS OF 09/30/07:	**$ 601,596**

CASH FLOW ANALYSIS
(Last six months of FY 2006/2007)

The following analysis redefines the month-to-month total cash flow for the last six months of FY 2006/2007 considering both operational and non-operational elements.

CASH BALANCE - MARCH 31, 2007	$1,090,390
Projected April Operational Revenue	166,362
Actual April Operational Expenses	(168,173)
PROJECTED CASH BALANCE - APRIL 30, 2007	$1,088,579
Projected May Operational Revenue	166,827
Projected May Operational Expenses	(60,166)
PROJECTED CASH BALANCE - MAY 31, 2007	$1,195,240
Projected June Operational Revenue	167,224
Projected June Operational Expenses	(46,479)
PROJECTED CASH BALANCE - JUNE 30, 2007	$1,315,985
Projected July Operational Revenue	167,676
Projected July Operational Expenses	(82,912)
PROJECTED CASH BALANCE - JULY 31, 2007	$1,400,749
Projected August Operational Revenue	168,272
Projected August Operational Expenses	(45,542)
PROJECTED CASH BALANCE - AUGUST 31, 2007	$1,523,479
Projected September Operational Revenue	169,108
Projected September Operational Expenses	(90,991)
Transfer to Seminole County General Fund	(1,000,000)
PROJECTED CASH BALANCE-SEPTEMBER 30, 2007:	$ 601,596

CASH FLOW ANALYSIS-LAST 6 MONTHS



	3/31	4/30	5/31	6/30	7/31	8/31	9/30
Cash Balance	$ 1,090,390	$ 1,088,579	$ 1,195,240	$ 1,315,985	$ 1,400,749	$ 1,523,479	$ 601,596

BUDGETED REVENUES
FISCAL YEAR 2007/2008

NOTES OF EXPLANATION

1. Cash Carried Forward
As calculated on "Projected Balance Sheet"..... $ 601,596

2. Interest Income
Based on an average of 4.88% interest rate on C.D.'s and 4% on Revenue Account..... 43,768

BUILDING LEASES

3. 1490 Kastner Place/Florida Extruders Int'l., Inc.
Two year Lease that renews on July 1, 2008 with 5% rate increase @ $11,426/mo. (45,000 s.f. warehouse @ $3.05/s.f.). 132,216

4. 1510 Kastner Place, Suite 2/Mid-Continent Energy Co., Inc.
One year Lease that renews on February 1, 2008 with 5% rate increase @ $374/mo. (234 s.f. office @ $19.18/s.f.)..... 4,416

5. 1510 Kastner Place, Suite 3/Freeport Fountains, LLC
One year Lease that renews on September 1, 2007 @ $1,528/mo. No rate increase budgeted for September 1, 2008 renewal. (1,375 s.f. office @ $13.34/s.f.) 18,336

6. 1511 Kastner Place, Ryan & Reed, Inc.
One year Lease which commenced on April 1, 2007 @ $3,486/mo. 2.5% increase budgeted on April 1, 2008 renewal to $3,573/mo. (4,000 s.f. office @ $10.72/s.f.)..... 42,354

7. 1515 Kastner Place/Water Specialists Environmental Tech., LLC
5 year Lease through September 30, 2009. No rate increase budgeted on October 1, 2007. Current rate @ $3,675/mo. (6,600 s.f. warehouse, 1,720 s.f. office @ a blended rate of $5.30/s.f.)..... 44,100

8. 1520 Kastner Place/Featherlite Coaches, Inc.
Five year Lease that commenced on July 1, 2006. Currently @ $4,052/mo. per Lease terms. No rate increase on July 1, 2008. (12,000 s.f. warehouse @ $4.05/s.f.)..... 48,624

9. 1441 Kastner Place/101/We're Organized, Inc. FL
One year Lease that renews on June 1, 2007 with no rate increase. 5% rate increase budgeted for June 1, 2008 renewal @ $938/mo. (2,500 s.f. warehouse @ $4.50/s.f.)..... 10,896

10. 1441 Kastner Place/111/We're Organized, Inc. FL
One year Lease that renews on June 1, 2007 @ $1,910/mo. No rate increase budget for June 1, 2008 renewal. (4,685 s.f. warehouse, 315 s.f. office @ a blended rate of $4.58/s.f.)..... 22,920

11. 1471 Kastner Place/101/Rust-Off, Inc.
One year Lease that commenced on January 1, 2007 @ $755/mo. No rate increase budgeted for January 1, 2008 renewal. (2,000 s.f. warehouse @ $4.53/s.f.)..... 9,060

12. 1471 Kastner Place/105/MDI Solutions, Inc.
One year Lease that commenced on November 1, 2006 @ $750/mo. No rate increase budgeted on November 1, 2007 renewal. (2,000 s.f. warehouse @ $4.50/s.f.)..... 9,000

13. 1471 Kastner Place/109/Dirk's Motorworks
One year Lease that commenced on March 1, 2007. 5% rate increase budgeted for March 1, 2008 renewal @ $799/mo. (1,856 s.f. warehouse,144 s.f. office @ a blended rate of $4.79s.f.)..... 9,398

14. 1471 Kastner Place/113-117/MDI Solutions, Inc.
One year Lease that renews on August 1, 2007 @ $1,680/mo. No rate increase budgeted for August 1, 2008 renewal. (3,712 s.f. warehouse, 288 s.f. office @ a blended rate of $5.04/s.f.)..... 20,160

15. 1471 Kastner Place/121/Freeport Fountains, LLC
One year Lease that renews on September 1, 2007 @ $602/mo. 5% rate increase budgeted on September 1, 2008 renewal. @ $632/mo. (2,000 s.f. warehouse @ $3.79/s.f.)..... 7,254

16. 1471 Kastner Place/125/Roger Pinkerton
One year Lease that commenced on November 1, 2006 @ $741/mo. No increase budgeted for November 1, 2007 renewal. (2,000 s.f. warehouse @ $3.85/s.f., plus lot @ $100/month) 8,892

17. 1481 Kastner Place/101 & 113/Trailer Manufacturing, LLC
One year Lease that renews on September 1, 2007 @ $3,922/mo. No rate increase budgeted for September 1, 2008 renewal. (10,000 s.f. facility with 759 s.f. office @ a blended rate of $4.71/s.f.)..... 47,064

18. 1690 Fitzpatrick Point/Marinas, LLC
Three year Lease that commenced April 1, 2006. Rate increased 3% on April 1, 2007 to $5,431/mo. No increase budgeted for April 1, 2008 renewal. (20,000 s.f. @ $3.26/s.f.NNN) 65,172

Dolgner Place

19. 1430/Acme Recycling Industries, LLC
Five year Lease that commenced on August 1, 2006 @ $2,168/mo. Scheduled rate increase budgeted for August 1, 2008 per Lease terms @ $2,276/mo. (4,000 s.f. warehouse, 1,000 s.f. office @ a blended rate of $5.46/s.f. NNN) 26,232

20. 1440/Acme Recycling Industries, LLC
Five year Lease that commenced on August 1, 2006 @ $2,431/mo. Scheduled rate increase budgeted for August 1, 2008 per Lease terms @ $2,553/mo. (7,500 s.f. warehouse @ $4.08/s.f.NNN)..... 29,416

21. 1500/R. J. Arnold, LLC
Five year Lease that extends through August 31, 2010. Rate increases to $10,500/mo. on September 1, 2007 per Lease terms. No increase on September 1, 2008..... 126,000

22. 1501 & 1505/R & R Sheet Metal
One year Lease that commenced on February 1, 2007 @ $1,371/mo. No rate increase budgeted for February 1, 2008 renewal. (3,850 s.f. warehouse, 150 s.f. office @ a blended rate of $4.11/s.f.) 16,452

23. 1509/Prime Devices, Inc.
One year Lease that renews on October 1, 2007 with a 5% rate increase @ $926/mo. (1,500 s.f. warehouse, 500 s.f. office @ a blended rate of $5.56/s.f.)..... 11,112

24. 1513/Pro Active Fixtures, Inc.
One year Lease that commenced on January 1, 2007. 5% rate increase budgeted for January 1, 2008 renewal @ $788/mo. (2,000 s.f. warehouse @ $4.73/s.f.)..... 9,342

25. 1517/B & N Fabricating, Inc.
One year Lease that commenced on January 1, 2007. 5% rate increase budgeted for January 1, 2008 renewal @ $735/mo. (2,000 s.f. warehouse @ $4.41/s.f.)..... 8,715

26. 1521/PSP Custom Woodworking
One year Lease that commenced on February 1, 2007 @ $695/mo. No rate increase budgeted on February 1, 2008 renewal. (2,000 s.f. warehouse @ $4.17/s.f.)..... 8,340

27. 1525 & 1529/B & N Fabricating, Inc.
One year Lease that renews on August 1, 2007 @ $1,560/mo. 5% rate increase budgeted on August 1, 2008 @ $1,638/mo. (3,576 s.f. warehouse, 424 s.f. office @ a blended rate of $4.91/s.f.)..... 18,876

28. 1539/Absolute Marine Parts & Service, Inc.
One year Lease that commenced on December 1, 2006 @ $775/mo. No rate increase budgeted on December 1, 2007 renewal. (2,000 s.f. warehouse @ $4.65/s.f.)..... 9,300

29. 1543/Ultimate Woodworks
One year Lease that renews on May 1, 2007 @ $750/mo. 5% rate increase budgeted on May 1, 2008 @ $788/mo. (2,000 s.f. warehouse @ $4.73/s.f.) 9,190

30. 1547/G & C Cabinetry
One year Lease that commenced on December 1, 2006 @ $638/mo. 5% rate increase budgeted on December 1, 2007 @ $670/mo. (2,000 s.f. warehouse @ $4.02/s.f.) 7,976

31. 1551 & 1555/Ultimate Woodworks
One year Lease that commenced on October 1, 2006 @ $1,251/mo. 5% rate increase budgeted on October 1, 2007 @ $1,314/mo. (4,000 s.f. warehouse @ $3.94/s.f.) 15,768

32. 1559/Arlynn Nofziger
One year Lease that renews on July 1, 2007 @ $625/mo. 5% rate increase budgeted on July 1, 2008 @ $656/mo. (2,000 s.f. warehouse @ $3.94/s.f.)..... 7,593

33. 1563/Lentec, Inc.
One year Lease that commenced on February 1, 2007. 5% rate increase budgeted on February 1, 2008 @ $657/mo. (2,000 s.f. warehouse @ $3.94/s.f.)..... 7,760

34. 1601/Featherlite Coaches, Inc.
Ten year Lease that extends through September 30, 2007, at which time the mortgage is paid in full on improvements. 5% rate increase budgeted on total leasehold, 78,496 s.f. office/warehouse @ $3.23/s.f. = $21,129/mo.NNN) 253,548

4421 Schilke Way

35. Suites 100-104/Featherlite Coaches, Inc.
One year Lease that commenced on April 1, 2007. 5% rate increase budgeted on April 1, 2008 @ $1,343/mo. (4,000 s.f. warehouse @ $4.03/s.f.)..... 15,732

36. Suite 108/R. C. Cabinets, Inc.
One year Lease that commenced February 1, 2007 @ $809/mo. No rate increase budgeted on February 1, 2008 renewal. (1,928 s.f. warehouse, 72 s.f. office @ a blended rate of $4.85/s.f.)..... 9,708

37. Suite 112/Luis Flooring, Inc.
One year Lease that commenced on November 1, 2006 @ $850/mo. No rate increase budgeted on November 1, 2007 renewal. (1,747 s.f. warehouse, 253 s.f. office @ a blended rate of $5.10/s.f.)..... 10,200

38. Suites 116-120/Featherlite Coaches, Inc.
One year Lease that renews on August 1, 2007 @ $1,316/mo. 5% rate increase budgeted on August 1, 2008 @ $1,382/mo. (4,000 s.f. warehouse @ $4.15/s.f.)..... 15,924

39. Suites 124-128-lot/Arthur J. Chick, Jr.
One year Lease that commenced on January 1, 2007 @ $1,641/mo. No rate increase budgeted on January 1, 2008 renewal. (4,000 s.f. warehouse @ $4.52/s.f., lot @ $134/month)..... 19,692

1450 Kastner Place-SBC Phase I

40. Suite 100/Rich-United Corp.
One year Lease that commenced on January 1, 2007 @ $1,250/mo. 5% rate increase budgeted on January 1, 2008 @ $1,313/mo. (1,500 s.f. office @ $10.50/s.f.)..... 15,567

41. Suite 104/Sanford Mirror & Glass
One year Lease that commenced on December 1, 2006 @ $900/mo. No rate increase budgeted on December 1, 2007 renewal. (1,356 s.f. warehouse, 144 s.f.office @ a blended rate of $7.20/s.f.)..... 10,800

42. Suite 108/Absolute Marine Parts & Service, Inc.
One year Lease that commenced on January 1, 2007 @ $850/mo. No rate increase budgeted on January 1, 2008 renewal. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $6.80/s.f.)..... 10,200

43. Suites 112-116/Pools by Bradley, Inc.
One year Lease that commenced on September 1, 2006 @ $1,812/mo. No rate increase budgeted on September 1, 2007 renewal. 5% rate increase budgeted on September 1, 2008 renewal @ $1,903/mo. (2,436 s.f. warehouse, 492 s.f. office @ a blended rate of $7.80/s.f.)..... 21,835

44. Suite 120/Republic National Industries
One year Lease that commenced on June 1, 2006 @ $810/mo. No rate increase budgeted on June 1, 2007 renewal. 5% rate increase budgeted for June 1, 2008 renewal @ $851/mo. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $6.81/s.f.)..... 9,884

45. Suites 124-128/Daniel E. Wurl
One year Lease that commenced on May 1, 2006 @ $1,575/mo. No rate increase budgeted on May 1, 2007 renewal. 5% rate

increase budgeted for May 1, 2008 renewal @ $1,654/mo. (2,328 s.f. warehouse, 672 s.f. office @ a blended rate of $6.62/s.f.)..... 19,295

1470 Kastner Place-SBC Phase II

46. Suites 100-104/Acteon Networks FL, LLC
One year Lease that commenced on January 1, 2007 @ $1,245/mo. 5% rate increase budgeted on January 1, 2008 renewal @ $1,307/mo. (3,000 s.f. warehouse @ $5.23/s.f.) 15,498

47. Suite 108/Midian International (USA), Inc.
One year Lease that renews on August 1, 2007 @ $880/mo. No rate increase budgeted for August 1, 2008 renewal. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $7.04/s.f.)..... 10,560

48. Suites 112-116/HESCO/RLS
One year Lease that commenced on March 1, 2007 @ $1,210/mo. 5% rate increase budgeted on March 1, 2008 renewal @ $1,271/mo. (2,907 s.f. warehouse @ $5.25/s.f.) 14,947

49. Suite 120/Gotta Ride, Inc.
One year Lease that commenced May 1, 2007 @ $656/mo. 5% rate increase budgeted on May 1, 2008 renewal @ $689/mo. (1,500 s.f. warehouse @ $5.51/s.f.)..... 8,037

50. Suites 124-132/Advanced Technology Manufacturing, Inc.
One year Lease that commenced on February 1, 2007 @ $1,869/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $1,962/mo. (4,500 s.f. warehouse @ $5.23/s.f.) 23,172

Dolgner Place-SBC Phase III

51. 1401-1409/Seven Plastics, Inc.
One year Lease that commenced on April 1, 2007 @ $2,165/mo. No rate increase budgeted for April 1, 2008 renewal. (3,924 s.f. warehouse, 576 s.f. office @ a blended rate of $5.77/s.f.)..... 25,980

52. 1413/Seven Plastics, Inc.
One year Lease that commenced on March 1, 2007 @ $885/mo. 5% rate increase budgeted on March 1, 2008 renewal @ $929/mo. (1,084 s.f. warehouse, 312 s.f. office @ a blended rate of $7.99/s.f.)..... 10,928

53. 1417/Mailtropolis, LLC
One year Lease that commenced on June 1, 2006 @ $850/mo. No rate increase budgeted on June 1, 2007 renewal. 5% rate increase budgeted on June 1, 2008 renewal @ $893/mo. (1,204 s.f. warehouse, 192 s.f. office @ a blended rate of $7.68/s.f.)..... 10,372

54. 1421-1429/Mailtropolis, LLC
One year Lease that commenced on February 1, 2007 @ $2,111/mo. No rate increase budgeted for February 1, 2008 renewal. (3,956 s.f. warehouse, 544 s.f. office @ a blended rate of $5.63/s.f.)..... 25,332

55. 1433-1453/Seminole Community College
One year Lease that commenced on October 1, 2006. No rate increase budgeted for October 1, 2007 renewal (10,500 s.f. @ $3.75/s.f.) 39,360

SBC Phase IV

56. 1900 & 1904/Tru-Mark, Inc.
One year Lease that commenced on November 1, 2006 @ $1,636/mo. No rate increase budgeted on November 1, 2007 renewal. (2,712 s.f. warehouse, 288 s.f.office @ a blended rate of $6.54/s.f.)..... 19,632

57. 1910/Skycraft Parts and Surplus, Inc.
One year Lease that commenced on December 1, 2006. 5% rate increase budgeted on December 1, 2007 renewal @ $1,424/mo. (3,000 s.f. warehouse @ $5.70/s.f.)..... 16,952

58. 1920/G.C. Contracting, LLC
One year Lease that commenced on March 1, 2007. 5% rate increase budgeted on March 1, 2008 renewal @ $1,423/mo. (3,000 s.f. warehouse @ $5.69/s.f.) 16,736

59. 1924/First American Title Insurance
One year Lease that commenced on February 1, 2007. 5% rate increase budgeted on February 1, 2008 renewal @ $730/mo. (1,500 s.f. warehouse @ $5.84/s.f.)..... 8,620

60. 1928/A Leapin' Lizard Moonwalks & Slides
One year Lease that commenced on November 1, 2006. 5% rate increase budgeted on November 1, 2007 renewal @ $689/mo. (1,500 s.f. warehouse @ $5.51/s.f.)..... 8,235

61. 1932/
Projected income (1,500 s.f. warehouse @ $6.80s.f.)..... 10,200

62. 1936/Dynamic Aspects, Inc.
One year Lease that commenced on February 1, 2007 @ $640/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $672/mo. (1,500 s.f. warehouse @ $5.38/s.f.)..... 7,936

63. 1940/Dynamic Aspects, Inc.
One year Lease that renews on May 1, 2007 @ $940/mo. No

rate increase budgeted on May 1, 2008 renewal. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $7.52/s.f.)..... 11,280

SBC Phase V

64. 1950/Allstar Concrete Cutting & Coring, Inc.
One year Lease that commenced on March 1, 2007 @ $985/mo. No rate increase budgeted on May 1, 2008 renewal. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $7.88/s.f.)..... 11,820

65. 1954/Allstar Home Respiratory, LLC
One year Lease that commenced on April 1, 2007 @ $963/mo. No rate increase budgeted on April 1, 2008 renewal. (1,068 s.f. warehouse, 432 s.f. office @ a blended rate of $7.70/s.f.)..... 11,556

66. 1958/BG Enterprises, LLC
One year Lease that renews on May 1, 2007 @ $998/mo. 5% rate increase budgeted on May 1, 2008 renewal @ $1,048/mo. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $8.38/s.f.)..... 12,226

67. 1962/Reliance Construction, LLC
One year Lease that commenced on April 1, 2007 @ $672/mo. 5% rate increase budgeted on April 1, 2008 renewal @ $706/mo. (1,500 s.f. warehouse @ $5.65/s.f.)..... 8,268

68. 1966/Legacy Glass & Supply, Inc.
One year Lease that commenced on April 1, 2007 @ $672/mo. 5% rate increase budgeted on April 1, 2008 renewal @ $706/mo. (1,500 s.f. warehouse @ $5.65/s.f.)..... 8,268

69. 1970/Legacy Glass & Supply, Inc.
One year Lease that commenced on April 1, 2007 @ $1,607/mo. 5% rate increase budgeted on April 1, 2008 renewal @ $1,687/mo. (2,712 s.f. warehouse, 288 s.f. office @ a blended rate of $6.75/s.f.)..... 19,764

1980 Dolgner Place - SBC Phase VI

70. Suites 1000/SOHO Enterprises, Inc.
One year Lease that renews on September 1, 2007 @ $2,175/mo. 5% rate increase budgeted on September 1, 2008 renewal @ $2,284/mo. (2,181 s.f. warehouse, 819 s.f. office @ a blended rate of $9.14/s.f.)..... 26,209

71. Suite 1008/Carland Motor Sports, Inc.
One year Lease that renews on June 1, 2007 @ $1,718/mo. 5% rate increase budgeted on June 1, 2008 renewal @ $1,804/mo. (3,000 s.f. warehouse @ $7.22/s.f.) 20,960

72. Suite 1016/Legacy Glass & Supply, Inc.
One year Lease that renews on June 1, 2007 @ $720/mo. 5% rate increase budgeted on June 1, 2008 renewal @ $756/mo. (1,500 s.f. warehouse @ $6.05/s.f.)..... 8,784

73. Suite 1020/Executive Auto Design, LLC
One year Lease that renews on May 1, 2007 @ $720/mo. 5% rate increase budgeted on May 1, 2008 renewal @ $756/mo. (1,500 s.f. warehouse @ $6.05/s.f.)..... 8,820

74. Suite 1024/Premier Lightning Protection Co.
One year Lease that commenced on September 1, 2006 @ $998/mo. No rate increase budgeted on September 1, 2007 renewal. 5% rate increase budgeted on September 1, 2008 renewal @ $1,048/mo. (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $8.38/s.f.)..... 12,026

75. Suite 1028/CRL, LLC
One year Lease that renewed on February 1, 2007 @ $998/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $1,048/mo (1,212 s.f. warehouse, 288 s.f. office @ a blended rate of $8.38/s.f.)..... 12,376

76. Suite 1032/dbSys, Inc.
One year Lease that commenced on February 1, 2007 @ $720/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $756/mo. (1,500 s.f. warehouse @ $6.05/s.f.)..... 8,928

77. Suite 1036/Sylvania Lighting Services Corp.
One year Lease that commenced on February 1, 2007 @ $750/mo. No rate increase budgeted on February 1, 2008 renewal. (1,500 s.f. warehouse @ $6.00/s.f.)..... 9,000

78. Suite 1040/Americ Design
One year Lease that renewed on February 1, 2007 @ $720/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $756/mo. (1,500 s.f. warehouse @ $6.05/s.f.)..... 8,928

79. Suites 1044 & 1048/Rilee Sandkris Construction
One year Lease that renewed on February 1, 2007 @ $1,996/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $2,096/mo. (2,424 s.f. warehouse, 576 s.f. office @ a blended rate of $8.38/s.f.)..... 24,752

80. Suite 1052/CoverAll Aluminum, Inc.
One year Lease that commenced on August 1, 2006 @ $720/mo. No rate increase budgeted on August 1, 2007 renewal. 5% rate increase budgeted on August 1, 2008 renewal @ $756/mo. (1,500 s.f. warehouse @ $6.05/s.f.)..... 8,712

81. Suite 1060/CoverAll Aluminum, Inc.
One year Lease that renews on May 1, 2007 @ $1,718/mo. 5% rate increase budgeted on May 1, 2008 renewal @ $1,804/mo. (2,712 s.f. warehouse, 288 s.f. office @ a blended rate of $7.22/s.f.)..... 21,046

82. Suite 1068/CoverAll Aluminum, Inc.
One year Lease that renewed on February 1, 2007 @ $1,375/mo. 5% rate increase budgeted on February 1, 2008 renewal @ $1,444/mo. (3,000 s.f. warehouse @ $5.78/s.f.)..... 17,052

CLIFTON BUILDINGS

83. 1451 Kastner Place/101-109/Florida Foam Products
One year Sublease that renewed on April 1, 2007 @ $2,750/mo. 5% rate increase budgeted on April 1, 2008 renewal @ $2,888/mo. (5,040 s.f. warehouse, 960 s.f. office/showroom @ a blended rate of $5.78/s.f.)..... 33,828

84. 1451 Kastner Place/113-125/Florida Foam Products
One year Sublease that renews on August 1, 2007 @ $2,625/mo. No rate increase budgeted on August 1, 2008 renewal. (8,000 s.f. warehouse @ $3.94/s.f.) 31,500

85. 1461 Kastner Place/117-129/Acme Industrial Surplus, Inc.
One year Sublease that commenced on November 1, 2006 @ $2,418/mo. 5% rate increase budgeted on November 1, 2007 renewal @ $2,539/mo. (8,000 s.f. warehouse @ $3.81/s.f., plus lot)..... 30,347

86. 1461 Kastner Place/101-113/Ocean State Production Services, Inc.
One year Sublease that commenced on December 1, 2006 @ $2,481/mo. No rate increase budgeted on December 1, 2007 renewal. (8,000 s.f. warehouse @ $3.72/s.f.)..... 29,772

LAND LEASES

87. 1681 Fitzpatrick Pt./Aquatech Industrial Services
Two year Land Lease on 1.205 acres that commenced on April 1, 2007 through March 31, 2009 @ $852/mo. ($8,485/acre/year)..... 10,224

88. Harry's Towing Services
One year Land Lease on .4553 acre that renews on June 1, 2007 @ $307/mo. 5% rate increase budgeted on June 1, 2008 renewal @ $322/mo. ($8,487/acre/yr) 3,744

89. 4350 Carraway Place/Heritage Operating, L.P.
One year Land Lease on .127 acre that commenced on November 1, 2006 @ $110/mo. 5% rate increase budgeted on November 1, 2007 renewal @ $116/mo. ($10,961/acre/yr)..... 1,386

90. 4360,4370,4380 Carraway Place/Marinas, LLC
20 year Lease of 5.718 acres that commenced on June 1, 1990 and extends through May 31, 2010. Lease provides for rate adjustment every two years on the anniversary date by the average C.P.I. or 7%, whichever is greater. Rate to be adjusted on June 1, 2008 @ $2,808/mo. ($5,893/acre/yr)..... 32,224

91. 1600 Dolgner Place/Log Cabin Homes
Six year Land Lease on .866 acre that commenced on December 22, 2003, with rate reviews every 2 years. 5% rate increase is effective on December 1, 2007 @ $495/mo. ($6,859/acre/yr)..... 5,892

92. 4501 Schilke Way/Leonard Smith
Five year Land Lease on 3.3449 acres that commenced on December 1, 2004 through November 30, 2009. Current rate of $1,790/mo. increases to $1,844/mo. on December 1, 2007. ($6,615/acre/yr) 22,020

93. 1688 Fitzpatrick Pt./Sharp Fence, LLC
One year Land Lease on .2026 acre that renews on May 1, 2007 @ $176/mo. No rate increase budgeted on May 1, 2008 renewal. ($10,424/acre/yr)..... 2,112

OTHER

94. Marinas, LLC
The 20 year Lease outlined in Item #90 provides for additional rent of their adjusted gross revenue (on a sliding scale) and $.025 per gallon of fuel sales. This line item is projected based upon the average income derived from October 1, 2006 through March 31, 2007..... 54,000

95. Water Sales
Projected using average income for the first six months of FY 2006/2007..... 14,100

96. Miscellaneous
This line item includes late charge revenue and sales tax collection allowance. Projected using average income for the first six months of F.Y. 2006/2007 6,852

97. Provision for Vacancy
This line item makes adjustment for vacancies at 3% of Building Leases..... (56,798)

TOTAL BUDGETED REVENUES - F.Y. 2007/2008: $2,634,158

REVENUES SPREADSHEET-2007/2008

	ADDRESS/TENANT	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	TOTALS	%
1.	Cash Carried Forward	$601,596	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$601,596	22.84%
2.	Interest Income	$2,495	$2,804	$3,332	$3,642	$3,465	$3,549	$3,584	$4,138	$4,424	$4,758	$5,223	$2,354	$43,768	1.66%
	BUILDING LEASES														
3.	1490 Kastner PL/FL Extruders Int'l., Inc.	$10,882	$10,882	$10,882	$10,882	$10,882	$10,882	$10,882	$10,882	$10,882	$11,426	$11,426	$11,426	$132,216	5.02%
4.	1510 Kastner PL, Ste. 2/Mid-Continent Energy Co., Inc.	$356	$356	$356	$356	$374	$374	$374	$374	$374	$374	$374	$374	$4,416	0.17%
5.	1510 Kastner PL, Ste. 3/Freeport Fountains, LLC	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$1,528	$18,336	0.70%
6.	1511 Kastner PL/Ryan & Reed, Inc.	$3,486	$3,486	$3,486	$3,486	$3,486	$3,486	$3,573	$3,573	$3,573	$3,573	$3,573	$3,573	$42,354	1.61%
7.	1515 Kastner PL/Water Specialists Environ. Tech., LLC	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$3,675	$44,100	1.67%
8.	1520 Kastner PL/Featherlite Coaches, Inc.	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$4,052	$48,624	1.85%
9.	1441 Kastner PL/Suite 101/We're Organized, Inc. FL	$893	$893	$893	$893	$893	$893	$893	$893	$938	$938	$938	$938	$10,896	0.41%
10.	1441 Kastner PL/Suite 111/We're Organized, Inc. FL	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$1,910	$22,920	0.87%
11.	1471 Kastner PL/101/Rust-Off, Inc.	$755	$755	$755	$755	$755	$755	$755	$755	$755	$755	$755	$755	$9,060	0.34%
12.	1471 Kastner PL/105/MDI Solutions, Inc.	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$9,000	0.34%
13.	1471 Kastner PL/109/Dirk's Motorworks	$761	$761	$761	$761	$761	$799	$799	$799	$799	$799	$799	$799	$9,398	0.36%
14.	1471 Kastner PL/113-117/MDI Solutions, Inc.	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$1,680	$20,160	0.77%
15.	1471 Kastner PL/121/Freeport Fountains, LLC	$602	$602	$602	$602	$602	$602	$602	$602	$602	$602	$602	$632	$7,254	0.28%
16.	1471 Kastner PL/125/Roger Pinkerton	$741	$741	$741	$741	$741	$741	$741	$741	$741	$741	$741	$741	$8,892	0.34%
17.	1481 Kastner PL/101 & 113/Trailer Manufacturing, LLC	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$3,922	$47,064	1.79%
18.	1690 Fitzpatrick Point/Marinas, LLC	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$5,431	$65,172	2.47%
	Dolgner Place														
19.	1430/Acme Recycling Industries, LLC	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$2,168	$2,276	$2,276	$26,232	1.00%
20.	1440/Acme Recycling Industries, LLC	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$2,431	$2,553	$2,553	$29,416	1.12%
21.	1500/R. J. Arnold, LLC	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$10,500	$126,000	4.78%
22.	1501 & 1505/R & R Sheet Metal	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$1,371	$16,452	0.62%
23.	1509/Prime Devices, Inc.	$926	$926	$926	$926	$926	$926	$926	$926	$926	$926	$926	$926	$11,112	0.42%
24.	1513/Pro Active Fixtures	$750	$750	$750	$788	$788	$788	$788	$788	$788	$788	$788	$788	$9,342	0.35%
25.	1517/B & N Fabricating	$700	$700	$700	$735	$735	$735	$735	$735	$735	$735	$735	$735	$8,715	0.33%
26.	1521/PSP Custom Woodworking	$695	$695	$695	$695	$695	$695	$695	$695	$695	$695	$695	$695	$8,340	0.32%
27.	1525 & 1529/B & N Fabricating	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,560	$1,638	$1,638	$18,876	0.72%
28.	1539/Absolute Marine Parts & Service, Inc.	$775	$775	$775	$775	$775	$775	$775	$775	$775	$775	$775	$775	$9,300	0.35%
29.	1543/Ultimate Woodworks	$750	$750	$750	$750	$750	$750	$750	$788	$788	$788	$788	$788	$9,190	0.35%
30.	1547/G & C Cabinetry	$638	$638	$670	$670	$670	$670	$670	$670	$670	$670	$670	$670	$7,976	0.30%
31.	1551 & 1555/Ultimate Woodworks	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$1,314	$15,768	0.60%
32.	1559/Arlynn Nofziger	$625	$625	$625	$625	$625	$625	$625	$625	$625	$656	$656	$656	$7,593	0.29%
33.	1563/Lentec Machining, Inc.	$626	$626	$626	$626	$657	$657	$657	$657	$657	$657	$657	$657	$7,760	0.29%
34.	1601/Featherlite Coaches, Inc.	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$21,129	$253,548	9.63%
	4421 Schilke Way														
35.	Suites 100-104/Featherlite Coaches, Inc.	$1,279	$1,279	$1,279	$1,279	$1,279	$1,279	$1,343	$1,343	$1,343	$1,343	$1,343	$1,343	$15,732	0.60%
36.	Suite 108/R. C. Cabinets, Inc.	$809	$809	$809	$809	$809	$809	$809	$809	$809	$809	$809	$809	$9,708	0.37%
37.	Suite 112/Luis Flooring, Inc.	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$10,200	0.39%
38.	Suites 116-120/Featherlite Coaches, Inc.	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$1,316	$1,382	$1,382	$15,924	0.60%
39.	Suites 124-128, Lot/Arthur J. Chick, Jr.	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$1,641	$19,692	0.75%

	ADDRESS/TENANT	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	TOTALS	%
	1450 Kastner Place-Small Business Center-Phase I														
40.	Suites 100/Rich United Corp.	$1,250	$1,250	$1,250	$1,313	$1,313	$1,313	$1,313	$1,313	$1,313	$1,313	$1,313	$1,313	$15,567	0.61%
41.	Suite 104/Sanford Mirror & Glass	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$900	$10,800	0.42%
42.	Suite 108/Absolute Marine Parts & Service, Inc.	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$10,200	0.40%
43.	Suites 112-116/Pools by Bradley, Inc.	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,812	$1,903	$21,835	0.85%
44.	Suite 120/Republic National Industries	$810	$810	$810	$810	$810	$810	$810	$810	$851	$851	$851	$851	$9,884	0.38%
45.	Suites 124-128/Daniel E. Wurl	$1,575	$1,575	$1,575	$1,575	$1,575	$1,575	$1,575	$1,654	$1,654	$1,654	$1,654	$1,654	$19,295	0.75%
	1470 Kastner Place-Small Business Center-Phase II														
46.	Suites 100-104/Acteon Networks FL, LLC	$1,245	$1,245	$1,245	$1,307	$1,307	$1,307	$1,307	$1,307	$1,307	$1,307	$1,307	$1,307	$15,498	0.60%
47.	Suite 108/Midian International (USA), Inc.	$880	$880	$880	$880	$880	$880	$880	$880	$880	$880	$880	$880	$10,560	0.41%
48.	Suites 112-116/HESCO/RLS	$1,210	$1,210	$1,210	$1,210	$1,210	$1,271	$1,271	$1,271	$1,271	$1,271	$1,271	$1,271	$14,947	0.58%
49.	Suite 120/Gotta Ride, Inc.	$656	$656	$656	$656	$656	$656	$656	$689	$689	$689	$689	$689	$8,037	0.31%
50.	Suites 124-132/Advanced Tech. Mfg., Inc.	$1,869	$1,869	$1,869	$1,869	$1,962	$1,962	$1,962	$1,962	$1,962	$1,962	$1,962	$1,962	$23,172	0.90%
	Dolgner Place-Small Business Center-Phase III														
51.	1401-1409/7 Plastics, Inc.	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$2,165	$25,980	1.01%
52.	1413/7 Plastics, Inc.	$885	$885	$885	$885	$885	$929	$929	$929	$929	$929	$929	$929	$10,928	0.43%
53.	1417/Mailtropolis, LLC	$850	$850	$850	$850	$850	$850	$850	$850	$893	$893	$893	$893	$10,372	0.40%
54.	1421-1429/Mailtropolis, LLC	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$2,111	$25,332	0.99%
55.	1433-1453/Seminole Community College	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$3,280	$39,360	1.53%
	Dolgner Place-Small Business Center-Phase IV														
56.	1900 & 1904/Tru-Mark, Inc.	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$1,636	$19,632	0.76%
57.	1910/Skycraft Parts & Surplus, Inc.	$1,356	$1,356	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$1,424	$16,952	0.66%
58.	1920/G. C. Contracting, LLC	$1,355	$1,355	$1,355	$1,355	$1,355	$1,423	$1,423	$1,423	$1,423	$1,423	$1,423	$1,423	$16,736	0.65%
59.	1924/First American Title Insurance	$695	$695	$695	$695	$730	$730	$730	$730	$730	$730	$730	$730	$8,620	0.34%
60.	1928/A Leapin' Lizard Moonwalks & Slides	$656	$689	$689	$689	$689	$689	$689	$689	$689	$689	$689	$689	$8,235	0.32%
61.	1932/	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$850	$10,200	0.40%
62.	1936/Dynamic Aspects, Inc.	$640	$640	$640	$640	$672	$672	$672	$672	$672	$672	$672	$672	$7,936	0.31%
63.	1940/Dynamic Aspects, Inc.	$940	$940	$940	$940	$940	$940	$940	$940	$940	$940	$940	$940	$11,280	0.44%
	Dolgner Place-Small Business Center-Phase V														
64.	1950/Allstar Concrete Cutting & Coring, Inc.	$985	$985	$985	$985	$985	$985	$985	$985	$985	$985	$985	$985	$11,820	0.46%
65.	1954/Allstar Home Respiratory, LLC	$963	$963	$963	$963	$963	$963	$963	$963	$963	$963	$963	$963	$11,556	0.45%
66.	1958/BG Enterprises, LLC	$998	$998	$998	$998	$998	$998	$998	$1,048	$1,048	$1,048	$1,048	$1,048	$12,226	0.48%
67.	1962/Reliance Construction, LLC	$672	$672	$672	$672	$672	$672	$706	$706	$706	$706	$706	$706	$8,268	0.32%
68.	1966/Legacy Glass & Supply	$672	$672	$672	$672	$672	$672	$706	$706	$706	$706	$706	$706	$8,268	0.32%
69.	1970/Legacy Glass & Supply	$1,607	$1,607	$1,607	$1,607	$1,607	$1,607	$1,687	$1,687	$1,687	$1,687	$1,687	$1,687	$19,764	0.77%
	1980 Dolgner Place-Small Business Center-Phase VI														
70.	Suite 1000/SOHO Enterprises, Inc.	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,175	$2,284	$26,209	1.02%
71.	Suite 1008/Carland Motor Sports	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$1,804	$1,804	$1,804	$1,804	$20,960	0.82%
72.	Suite 1016/Legacy Glass & Supply	$720	$720	$720	$720	$720	$720	$720	$720	$756	$756	$756	$756	$8,784	0.34%
73.	Suite 1020/Executive Auto Design, LLC	$720	$720	$720	$720	$720	$720	$720	$756	$756	$756	$756	$756	$8,820	0.34%
74.	Suite 1024/Premier Lightning Protection	$998	$998	$998	$998	$998	$998	$998	$998	$998	$998	$998	$1,048	$12,026	0.47%
75.	Suite 1028/CRL, LLC	$998	$998	$998	$998	$1,048	$1,048	$1,048	$1,048	$1,048	$1,048	$1,048	$1,048	$12,376	0.48%
76.	Suite 1032/dbSys, Inc.	$720	$720	$720	$720	$756	$756	$756	$756	$756	$756	$756	$756	$8,928	0.35%
77.	Suite 1036/Sylvania Lighting Services Corp.	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$750	$9,000	0.35%

	ADDRESS/TENANT	OCT.	NOV.	DEC.	JAN.	FEB.	MARCH	APRIL	MAY	JUNE	JULY	AUG.	SEPT.	TOTALS	%
78.	Suite 1040/Americ Design	$720	$720	$720	$720	$756	$756	$756	$756	$756	$756	$756	$756	$8,928	0.34%
79.	Suites 1044 & 1048/Rilee Sandkris Construction	$1,996	$1,996	$1,996	$1,996	$2,096	$2,096	$2,096	$2,096	$2,096	$2,096	$2,096	$2,096	$24,752	0.94%
80.	Suite 1052/CoverAll Aluminum, Inc.	$720	$720	$720	$720	$720	$720	$720	$720	$720	$720	$756	$756	$8,712	0.33%
81.	Suite 1060/CoverAll Aluminum, Inc.	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$1,718	$1,804	$1,804	$1,804	$1,804	$1,804	$21,046	0.80%
82.	Suite 1068/CoverAll Aluminum, Inc.	$1,375	$1,375	$1,375	$1,375	$1,444	$1,444	$1,444	$1,444	$1,444	$1,444	$1,444	$1,444	$17,052	0.65%
	SUBTOTALS	$145,978	$146,011	$146,111	$146,309	$146,809	$147,020	$147,319	$147,641	$147,892	$148,467	$148,877	$149,157	$1,767,591	
	CLIFTON BUILDINGS														
83.	1451 Kastner Place/101-109/Florida Foam Products	$2,750	$2,750	$2,750	$2,750	$2,750	$2,750	$2,888	$2,888	$2,888	$2,888	$2,888	$2,888	$33,828	1.28%
84.	1451 Kastner Place/113-125/Florida Foam Products	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$2,625	$31,500	1.20%
85.	1461 Kastner Place/117-129/Acme Ind. Surplus	$2,418	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$2,539	$30,347	1.15%
86.	1461 Kastner Place/101-113/Ocean State Production	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$2,481	$29,772	1.13%
	SUBTOTALS	$10,274	$10,395	$10,395	$10,395	$10,395	$10,395	$10,533	$10,533	$10,533	$10,533	$10,533	$10,533	$125,447	
	LAND LEASES														
87.	1681 Fitzpatrick Pt./AquaTech Industrial Services	$852	$852	$852	$852	$852	$852	$852	$852	$852	$852	$852	$852	$10,224	0.39%
88.	Harry's Towing Service	$307	$307	$307	$307	$307	$307	$307	$307	$322	$322	$322	$322	$3,744	0.14%
89.	4350 Carraway Place/Heritage Operating, L.P.	$110	$116	$116	$116	$116	$116	$116	$116	$116	$116	$116	$116	$1,386	0.05%
90.	4360,4370,4380 Carraway PL/Marinas, LLC	$2,624	$2,624	$2,624	$2,624	$2,624	$2,624	$2,624	$2,624	$2,808	$2,808	$2,808	$2,808	$32,224	1.22%
91.	1600 Dolgner PL/Log Cabin Homes	$471	$471	$495	$495	$495	$495	$495	$495	$495	$495	$495	$495	$5,892	0.22%
92.	4501 Schilke Way/Leonard Smith	$1,790	$1,790	$1,844	$1,844	$1,844	$1,844	$1,844	$1,844	$1,844	$1,844	$1,844	$1,844	$22,020	0.84%
93.	1688 Fitzpatrick Pt./Sharp Fence	$176	$176	$176	$176	$176	$176	$176	$176	$176	$176	$176	$176	$2,112	0.08%
	SUBTOTALS	$6,330	$6,336	$6,414	$6,414	$6,414	$6,414	$6,414	$6,414	$6,613	$6,613	$6,613	$6,613	$77,602	
	OTHER														
94.	Marinas, LLC	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$4,500	$54,000	2.05%
95.	Water Sales	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$1,175	$14,100	0.54%
96.	Miscellaneous	$571	$571	$571	$571	$571	$571	$571	$571	$571	$571	$571	$571	$6,852	0.26%
97.	Provision for Vacancy (3% of Building Leases)	($4,688)	($4,693)	($4,696)	($4,702)	($4,717)	($4,723)	($4,736)	($4,746)	($4,753)	($4,770)	($4,783)	($4,791)	($56,798)	-2.16%
	TOTALS	**$768,231**	**$167,099**	**$167,802**	**$168,304**	**$168,612**	**$168,901**	**$169,360**	**$170,226**	**$170,955**	**$171,847**	**$172,709**	**$170,112**	**$2,634,158**	**100.00%**

BUDGETED EXPENDITURES
FISCAL YEAR 2007/2008

NOTES OF EXPLANATION

1.	Salaries Administrator: Personnel Committee budget recommendation.....$92,951 Administrative Assistant: Personnel Committee recommendation.. 60,721...	$153,672
2.	FICA Computed at current rate of 6.2% of salaries.....	9,528
3.	Medicare Computed at current rate of 1.45% of salaries.	2,232
4.	Retirement Contributions Computed at F.R.S. current rates. Administrative Assistant @ 9.85%, Administrator @ 13.12%.....	18,180
5.	Life and Health Insurance Computed at current rate plus 16.4% as of January, 2008.....	19,995
6.	Legal Projected at $400/month retainer plus 5 billable hours per month @ $150/hour, same as FY 2006/2007.....	13,800
7.	Consultants Internet consultant @ $175/month plus, plus additional environmental services	5,796
8.	Miscellaneous Used for miscellaneous expenses such as flags, pictures, resolutions and the like. Based upon average expenditures first 6 months of FY 2006/2007.....	1,500
9.	Accounting/Auditing Contractually agreed by Engagement Letter. Year #3 of the Agreement increases the rate by the C.P.I., 2.78% as of April, 2007.....	12,205
10.	Arthropod Control Same as FY 2006/2007	600
11.	Cleaning Current rate plus 4.% to $874/mo.....	10,488
12.	Travel Expenses Same as F.Y. 2006/2007.....	600

13. Communications
Based on average Bellsouth billings of first 6 months of FY 2006/2007, plus base cell phone charges..... 4,200

14. Postage
Based on average usage, first 6 months of FY 2006/2007, plus allowance for expected rate increase 840

15. Utilities
Based on average usage, first 6 months of FY 2006/2007. Weighted for summer months..... 37,600

16. Equipment Rental
Phone system @ $107/mo, plus expected requirement..... 1,734

17. Clifton Buildings
This line item is projected by using budgeted revenues from all Clifton buildings and deducting total costs (utilities, repairs and insurance) to provide a profit estimate. Total revenues are included in the revenue section, and profits are split evenly between Clifton and SCOPA, with Clifton's share being entered as an expense.

Example:

Projected revenue (Oct.).....	$10,274	
Less: projected operational expenses.....	(3,688)	
Gross profit:	$ 6,588	
One-half of gross profit to Clifton.....	(3,294)	
Net Profit to SCOPA:	$ 3,294	54,154

18. Insurance
Our current insurance agent estimates that premiums may increase 25%-50% upon renewal (10/1/07). Projections are based upon FY 2006/2007 levels plus 50%..... 200,254

19. Equipment Service Contracts
Current contracts:

ADT (1451 Kastner-Jan.)	$874	
Wiginton Fire (1690 Fitzpatrick Pt.-Mar.)	800	
Wiginton Fire (1451 Kastner-Dec.)	405	
Copier Connection (quarterly)	480	
Electronic Technologies Corp. (Aug.)	300	2,859

20. Maintenance & Repair - Property
Projected as follows:
a. Lawn Maintenance, $3,800/month
b. Irrigation Repair, $250/month
c. Drainage System maintenance, $450/month.
d. Building & Road maintenance, $3,500/month

e. Roof restoration, 1601 Dolgner PL, $115,000 (Feb.)
1500 Dolgner PL, $175,000 (March)
f. Miscellaneous improvements (Tank Farm-$95,000)..... 481,000

21. Printing & Binding
Estimated requirement..... 756

22. Advertising/Marketing
Estimated requirement 1,200

23. Public Relations
Estimated requirement to support activities such as Chamber events and other public relations (meals, etc.) 3,900

24. Maintenance Supplies
Estimated requirement for general repair of property..... 4,800

25. Contingency
Staff suggested level 5,000

26. Office Supplies
Based on average level, first 6 months of FY 2006/2007..... 2,400

27. Auto Expense
Projected estimate to maintain vehicle..... 900

28. Gas and Lubricants
Same as FY 2006/2007..... 3,000

29. Janitorial Supplies
Same as FY 2006/2007..... 4,200

30. Dues & Subscriptions
Projected as follows:

Am. Institute of Certified Planners (Oct.)	$380	
Sanford Chamber of Commerce (Oct.)	244	
Dept. of Community Affairs (Oct.)	175	
Seminole Herald (Dec.)	36	
AAA (Dec.)	72	
Orlando Sentinel (Jan.)	127	
Symantec-Norton Anti-Virus (Jan.)	70	
Symantec-Norton Anti-Virus (Feb.)	70	
Sam's Club (Feb.)	70	
BJ's Wholesale Club (May)	45	
Sem. Co. Regional Chamber (June)	250	
Am. Assoc. of Airport Exec. (June)	325	
FEDC (Aug.)	300	 2,164

31. Reserve Capital

Projected Operational Reserve:

This projection represents only operational reserve - not cash reserves. Cash reserves of the Authority take into account the non-operational expenditures such as Transfer of Funds to Seminole County. Cash reserves are outlined in Section 5 1,574,601

TOTAL BUDGETED EXPENDITURES, FY 2007/2008: $2,634,158

EXPENDITURES SPREADSHEET-2007/2008

	LINE ITEM	*OCT.*	*NOV.*	*DEC.*	*JAN.*	*FEB.*	*MARCH*	*APRIL*	*MAY*	*JUNE*	*JULY*	*AUG.*	*SEPT.*	*TOTALS*	*%*
1.	Salaries	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$12,806	$153,672	5.83%
2.	FICA	$794	$794	$794	$794	$794	$794	$794	$794	$794	$794	$794	$794	$9,528	0.36%
3.	Medicare	$186	$186	$186	$186	$186	$186	$186	$186	$186	$186	$186	$186	$2,232	0.08%
4.	Retirement Contributions	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$1,515	$18,180	0.69%
5.	Life & Health Insurance	$1,484	$1,484	$1,484	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$1,727	$19,995	0.76%
6.	Legal	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$1,150	$13,800	0.52%
7.	Consultants	$483	$483	$483	$483	$483	$483	$483	$483	$483	$483	$483	$483	$5,796	0.22%
8.	Miscellaneous	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$125	$1,500	0.06%
9.	Accounting/Auditing	$0	$12,205	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$12,205	0.46%
10.	Arthropod Control	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$600	0.02%
11.	Cleaning	$874	$874	$874	$874	$874	$874	$874	$874	$874	$874	$874	$874	$10,488	0.40%
12.	Travel Expense	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$100	$0	$600	0.02%
13.	Communications	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$4,200	0.16%
14.	Postage	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70	$70	$840	0.03%
15.	Utilities	$3,100	$3,100	$3,100	$3,100	$3,100	$3,100	$3,100	$3,100	$3,200	$3,200	$3,200	$3,200	$37,600	1.43%
16.	Equipment Rental	$182	$107	$182	$107	$182	$107	$182	$107	$182	$107	$182	$107	$1,734	0.07%
17.	Clifton Buildings	$3,294	$5,048	$5,048	$3,354	$5,048	$5,048	$3,423	$5,117	$5,117	$3,423	$5,117	$5,117	$54,154	2.06%
18.	Insurance & Bonds	$83,560	$0	$0	$38,898	$0	$0	$38,898	$0	$0	$38,898	$0	$0	$200,254	7.60%
19.	Equipment Service Contracts	$0	$120	$405	$874	$120	$800	$0	$120	$0	$0	$420	$0	$2,859	0.11%
20.	Maint. & Repair-property	$8,000	$8,000	$8,000	$8,000	$123,000	$183,000	$58,000	$8,000	$8,000	$53,000	$8,000	$8,000	$481,000	18.26%
21.	Printing & Binding	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	$63	$756	0.03%
22.	Advertising/Marketing	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$100	$1,200	0.05%
23.	Public Relations	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$325	$3,900	0.15%
24.	Maintenance Supplies	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$400	$4,800	0.18%
25.	Contingency	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,000	$5,000	0.19%
26.	Office Supplies	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$200	$2,400	0.09%
27.	Auto Expense	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$75	$900	0.03%
28.	Gas & Lubricants	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$250	$3,000	0.11%
29.	Janitorial Supplies	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$350	$4,200	0.16%
30.	Dues & Subscriptions	$799	$0	$108	$197	$140	$0	$0	$45	$575	$0	$300	$0	$2,164	0.08%
	Total Operational Expenditures	**$120,735**	**$50,180**	**$38,643**	**$76,373**	**$153,633**	**$213,898**	**$125,646**	**$38,332**	**$39,117**	**$120,471**	**$39,262**	**$43,267**	**$1,059,557**	
31.	Reserve Capital	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$1,574,601	$1,574,601	59.78%
	TOTALS	**$120,735**	**$50,180**	**$38,643**	**$76,373**	**$153,633**	**$213,898**	**$125,646**	**$38,332**	**$39,117**	**$120,471**	**$39,262**	**$1,617,868**	**$2,634,158**	100.00%

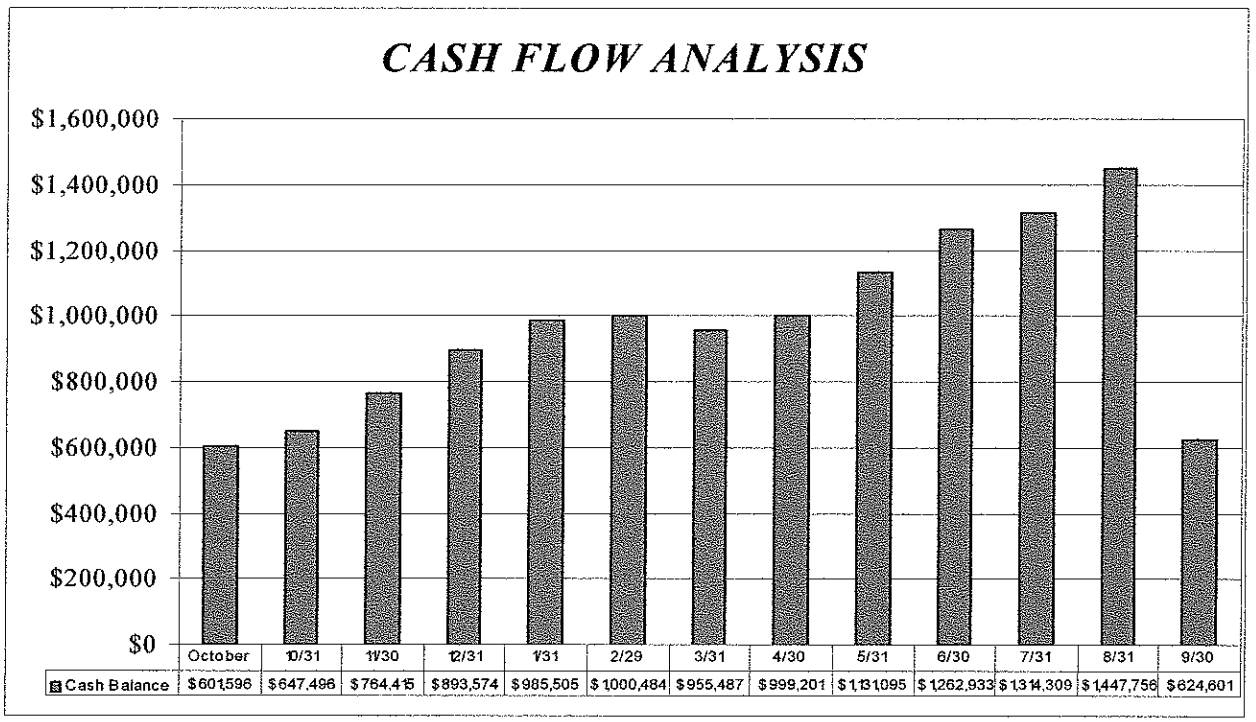
TOTAL CASH BUDGET
FISCAL YEAR 2007/2008

The following month-to-month cash flow analysis blends the operational revenue and expenditure elements with non-operational expenses as follows:

1. Transfer of $950,000 to the General Fund of Seminole County is contemplated in the month of September. The Board recommends that $150,000 of the $950,000 be designated to Seminole Community College Foundation for the Small Business Development Center.

PROJECTED CASH BALANCE - OCTOBER 1, 2007	**$ 601,596**
Projected October Operational Revenue	166,635
Projected October Operational Expenses	(120,735)
PROJECTED CASH BALANCE - NOVEMBER 1, 2007	**$ 647,496**
Projected November Operational Revenue	167,099
Projected November Operational Expenses	(50,180)
PROJECTED CASH BALANCE - DECEMBER 1, 2007	**$ 764,415**
Projected December Operational Revenue	167,802
Projected December Operational Expenses	(38,643)
PROJECTED CASH BALANCE - JANUARY 1, 2008	**$ 893,574**
Projected January Operational Revenue	168,304
Projected January Operational Expenses	(76,373)
PROJECTED CASH BALANCE - FEBRUARY 1, 2008	**$ 985,505**
Projected February Operational Revenue	168,612
Projected February Operational Expenses	(153,633)
PROJECTED CASH BALANCE - MARCH 1, 2008	**$ 1,000,484**
Projected March Operational Revenue	168,901
Projected March Operational Expenses	(213,898)
PROJECTED CASH BALANCE - APRIL 1, 2008	**$ 955,487**
Projected April Operational Revenue	169,360
Projected April Operational Expenses	(125,646)
PROJECTED CASH BALANCE - MAY 1, 2008	**$ 999,201**
Projected May Operational Revenue	170,226
Projected May Operational Expenses	(38,332)
PROJECTED CASH BALANCE - JUNE 1, 2008	**$ 1,131,095**
Projected June Operational Revenue	170,955
Projected June Operational Expenses	(39,117)
PROJECTED CASH BALANCE - JULY 1, 2008	**$ 1,262,933**
Projected July Operational Revenue	171,847
Projected July Operational Expenses	(120,471)
PROJECTED CASH BALANCE - AUGUST 1, 2008	**$ 1,314,309**
Projected August Operational Revenue	172,709
Projected August Operational Expenses	(39,262)

PROJECTED CASH BALANCE - SEPTEMBER 1, 2008	**$**	**1,447,756**
Projected September Operational Revenue		170,112
Projected September Operational Expenses		(43,267)
Transfer to Seminole County General Fund		(950,000)
PROJECTED CASH BALANCE - SEPTEMBER 30, 2008	**$**	**624,601**



THE SANFORD HERALD

Published Twice Weekly
Sanford, Seminole County, Florida

STATE OF FLORIDA
COUNTY OF SEMINOLE:

Before the undersigned authority personally appeared Kate Thompson, who on oath says that she is Publisher of The Sanford Herald, a twice weekly newspaper published by the Seminole Herald Newspaper Group at Sanford, in Seminole County, Florida; that the attached copy of the advertisement,

being a Public Notice in the matter of Seminole County Port Authority Annual Budget in the _____ Court, was published in said newspaper in the issues of August 15, 2007.

Affiant further says that said The Sanford Herald is a newspaper published by the Seminole Herald Newspaper Group at Sanford, in said Seminole County, Florida, and that the said newspaper has heretofore been continuously published in said Seminole County, Florida, twice weekly and has been entered as periodicals matter at the post office in Sanford, in said Seminole County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

(Signature of Affiant)

Sworn to and subscribed before me this 16 day of August 2007

(Signature of Notary Public)

Notary Public State of Florida
Patricia W Smith
My Commission DD556418
Expires 05/24/2010

Personally Known or Produced Identification _____

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that on Tuesday, August 28, 2007 at 1:30 p.m. or as soon thereafter as possible, the Seminole County Port Authority and the Seminole County Board of County Commissioners will hold a public hearing upon the budget of the Seminole County Port Authority in Room 1028, Seminole County Services Building, 1101 E. First Street, Sanford, Florida. A summary of said budget being as follows:

RECEIPTS AND REVENUES:

Cash Carried Forward	$ 601,596	
Anticipated Port Revenues	1,988,794	
Anticipated Interest Income	43,768	$2,634,158

EXPENDITURES:

Regular Salaries	$ 153,672	
Social Security Matching	9,528	
Medicare	2,232	
Retirement Contributions	18,180	
Life & Health Insurance	19,995	
Legal	13,800	
Consultants	5,796	
Miscellaneous	1,500	
Accounting/Auditing	12,205	
Arthropod Control	600	
Cleaning	10,488	
Travel Expense	600	
Communications	4,200	
Postage	840	
Utilities	37,600	
Equipment Rental	1,734	
Clifton Buildings	54,154	
Insurance & Bonds	200,254	
Equipment Service Contracts	2,859	
Maintenance & Repair-property	481,000	
Printing & Binding	756	
Advertising/Marketing	1,200	
Public Relations	3,900	
Maintenance Supplies	4,800	
Contingency	5,000	
Office Supplies	2,400	
Auto Expense	900	
Gas & Lubricant	3,000	
Janitorial Supplies	4,200	
Dues & Subscriptions	2,164	
Reserve Capital	1,574,601	$2,634,158

Persons with disabilities needing assistance to participate in these proceedings should contact the Seminole County Port Authority 48 hours in advance of the meeting, at (407)322-4798. Persons are advised that if they decide to appeal any decisions made at this hearing, they will need a record of the proceedings, and for such purposes, they may need to insure a verbatim record of the proceedings made, which record includes the testimony and evidence upon which the appeal is based; Section 286.0105 Florida Statutes.

Dated at Sanford, Seminole County, Florida this 15th day of August, 2007 A.D.

SEMINOLE COUNTY PORT AUTHORITY
By: Cliff Miller, Chairman
Attest: William H. Poe, Secretary

Publish: August 15, 2007
T092

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Public Hearing for Non-Ad Valorem Assessment Roll Certification

DEPARTMENT: Fiscal Services **DIVISION:** MSBU

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Paula Seigler **EXT:** 7164

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a resolution and certificate adopting the 2007 Non-Ad Valorem Assessment Roll.

County-wide Kathy Moore

BACKGROUND:

Pursuant to Section 197.3632(4), Florida Statutes, this public hearing is being held for adoption of the Non-Ad Valorem Assessment Roll. The Non-Ad Valorem Assessment Roll includes all authorized Municipal Services Benefit Unit [MSBU] districts and the related properties assessed for services and improvements coordinated through the MSBU Program of Seminole County. The referenced non-ad valorem assessment rates were approved previously by the Board via Resolution on May 22, 2007.

The Seminole County Board of County Commissioners has adopted the uniform method of collection for non-ad valorem assessments authorized through the MSBU Program, pursuant to Section 197.3632, Florida Statutes. The uniform method of collection provides for placement of non-ad valorem assessments on the annual property tax bill for collection via the office of the Tax Collector. A requirement of using this method is the adoption of a Non-Ad Valorem Assessment Roll by resolution at a public hearing held between June 1 and September 15. A first class notice of this public hearing was mailed to all properties associated with the new MSBUs subject to assessment for the first time. The public hearing was advertised in a newspaper of general circulation depicting the geographic locations of the properties associated with the new MSBUs subject to assessment for the first time. A summary of the non-ad valorem assessment revenue generated via this assessment roll is as follows: (rounded values)

District Type	Participating Parcels	Revenue Generated
Solid Waste	64,930	$12,160,000
Street Lighting	47,670	$ 2,257,000
Other	950	$ 178,000

The Non-Ad Valorem Assessment Roll must be certified to the Tax Collector by September 15, 2007 to be included on the tax bills to be mailed in November 2007.

STAFF RECOMMENDATION:
Staff recommends the Board approve and authorize the Chairman to execute a resolution and certificate adopting the 2007 Non-Ad Valorem Assessment Roll.

ATTACHMENTS:

1. Resolution
2. Exhibit B 2007 Assessment Roll
3. Certification

Additionally Reviewed By:

☑ County Attorney Review (Ann Colby)

RESOLUTION NO. 07-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION ESTABLISHING THE NON-AD VALOREM ASSESSMENT ROLL OF SEMINOLE COUNTY WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON AUGUST 28, 2007

WHEREAS, the Board of County Commissioners adopted, by numerous Resolutions in past years, the uniform method of collection for non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes; and

WHEREAS, the Board of County Commissioners has established properties to be included in Municipal Service Benefit Units for the purposes of providing street lighting, road paving and drainage, water service, aquatic weed control, landscaping, maintenance, subdivision walls, solid waste collection and disposal and other improvements through various ordinances and resolutions detailed in Exhibit "A" hereto attached and incorporated by reference into this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, that the Non-Ad Valorem Assessment Roll of Seminole County is hereby adopted as detailed in Exhibits “A & B”. Exhibit “A” provides a summarized listing of the new districts for which assessment is being levied for the first time on the non-ad valorem assessment roll. Exhibit "B" (computer data file provided on compact disc and/or printout under separate cover) provides a detailed listing of all properties for which a non-ad valorem assessment is being levied and includes the amount of the non-ad valorem assessments levied against each parcel.

ADOPTED on August 28, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Carlton Henley
Chairman

EXHIBIT A
(See Attached)

EXHIBIT A

Resolution or Ordinance #	Date Adopted	District Name	Improvement	Assessment/Unit	Rate Type/Term
2006 - 28	05-09-06	Twin Pines	Water, Sewer & Fire Flow	Rates to be finalized at separate public hearing scheduled for September 11, 2007. Rates proposed as follows: Category A: $2,345.00/parcel Category B: $4,175.00/parcel Category C: $5,555.00/parcel	Fixed /15 Year Term
2007 - 01	01-09-07	Hamilton Place	Street Lighting	$ 235.00 / Parcel	Variable / Annual*
2007 - 01	01-09-07	Summerfield	Street Lighting	$ 150.00 / Parcel	Variable / Annual*
2007 - 09	01-23-07	Lake Spring	Aquatic Weed Control	$ 495.00/ Parcel	Variable /Annual*
2006 - 74	10-24-06	Lake Mirror	Aquatic Weed Control	$ 285.00 / Benefit Unit Residential properties are 1 benefit unit per parcel; Commercial property is 27 Benefit Unit	Variable / Annual*
*To be assessed annually according to the cost of providing service and/or improvement.					

EXHIBIT B

August 28, 2007

Non-Ad Valorem Assessment Roll

Includes all Municipal Services Benefits Unit districts

- Aquatic Weed Control
- Landscape Maintenance
- Perimeter Wall Re-Construction
- Residential Solid Waste Collection & Disposal
- Retention Pond Renovation
- Road Paving & Drainage
- Sidewalk Reconstruction
- Street Lighting
- Water & Sewer Construction

Department of Fiscal Services
MSBU Program

Exhibit B

2007 ASSESSMENT ROLE

This document is available for review in the County Manager's Office

DR-408A

C E R T I F I C A T E

T O

NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Seminole County Board of County Commissioners located in Seminole
(name of local government)
County, Florida; as such I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that upon completion of this certificate and the attachment of same to the herein described Non-ad Valorem Assessment Roll as a part thereof, that said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 28th day of August, 20 07.

_____
(Chairman of the board or Authorized Agent)

of BOARD OF COUNTY COMMISSIONERS,
(Name of Local Government)

Seminole County, Florida

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Endicott Place Drainage & Utility Easement Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian M. Walker **EXT:** 7337

MOTION/RECOMMENDATION:

1. ADOPT and authorize the Chairman to execute the Resolution to vacate and abandon a portion of a platted fifteen foot wide drainage and utility easement at the rear of Lot 73, Lakes of Aloma Subdivision as recorded in Plat Book 41, pages 31 through 33 of the public records of Seminole County, Florida in Section 31, Township 21 S, Range 31 E – Kristen Dentler – applicant.

2. DENY the request to vacate and abandon a portion of a platted fifteen foot wide drainage and utility easement at the rear of Lot 73, Lakes of Aloma Subdivision as recorded in Plat Book 41, pages 31 through 33 of the public records of Seminole County, Florida in Section 31, Township 21 S, Range 31 E – Kristen Dentler – applicant.

3. CONTINUE the public hearing until a time and date certain.

District 1 Bob Dallari Brian M. Walker

BACKGROUND:

Kristen Dentler, the applicant, is requesting to vacate and abandon a portion of the fifteen foot wide platted drainage and utility easement at the rear of Lot 73, Lakes of Aloma Subdivision as described in Exhibit A of the attached Resolution.

The purpose of the vacate request is so that a screen room can be accommodated.

Staff has determined that the vacation and abandonment of this portion of the platted drainage and utility easement would not diminish the effectiveness of the subdivision drainage.

STAFF RECOMMENDATION:

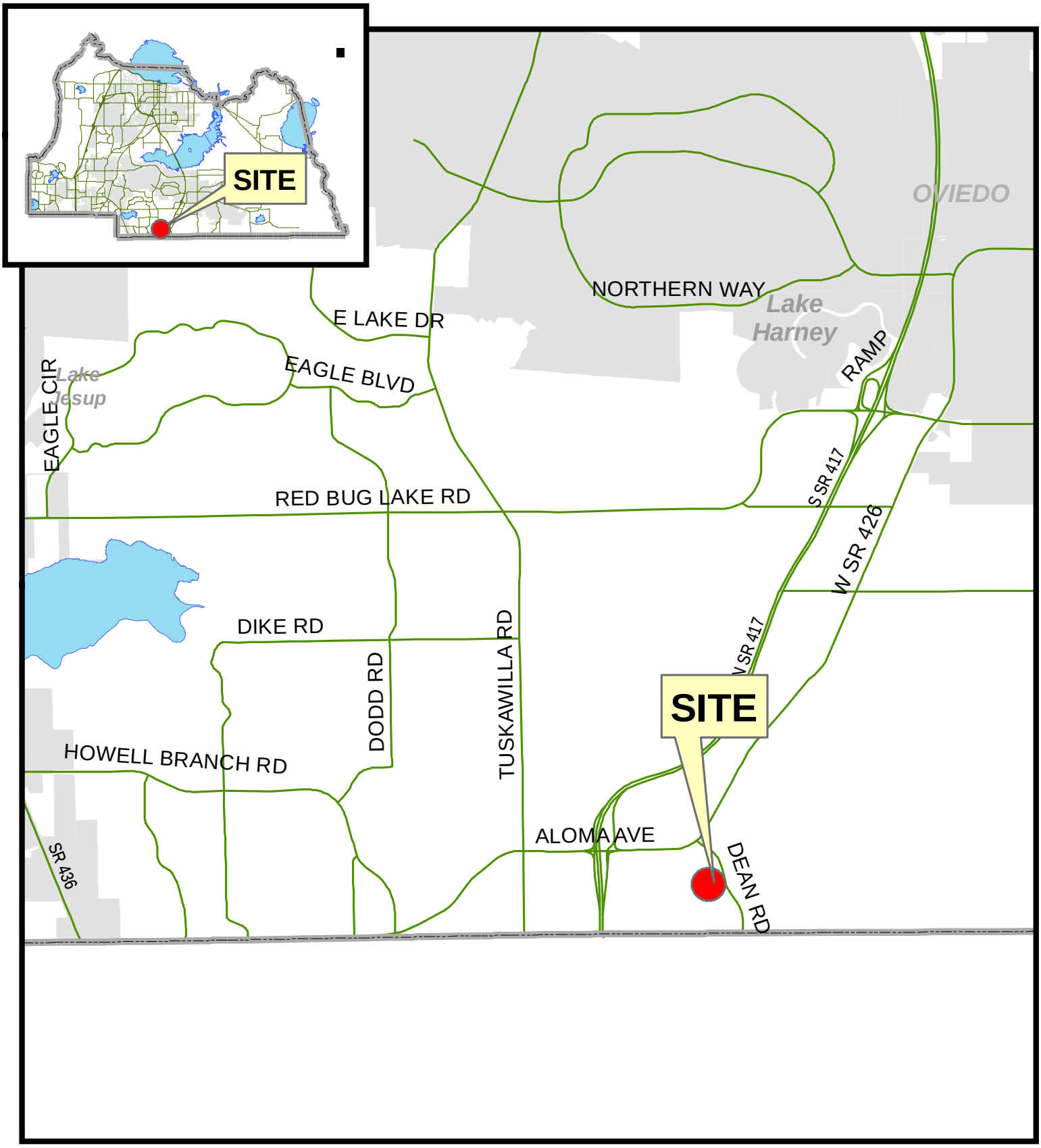
Staff recommends that the Board adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of the fifteen foot wide platted drainage and utility easement at the rear of Lot 73, Lakes of Aloma Subdivision, as recorded in Plat Book 41, pages 31 through 33 of the public records of Seminole County.

ATTACHMENTS:

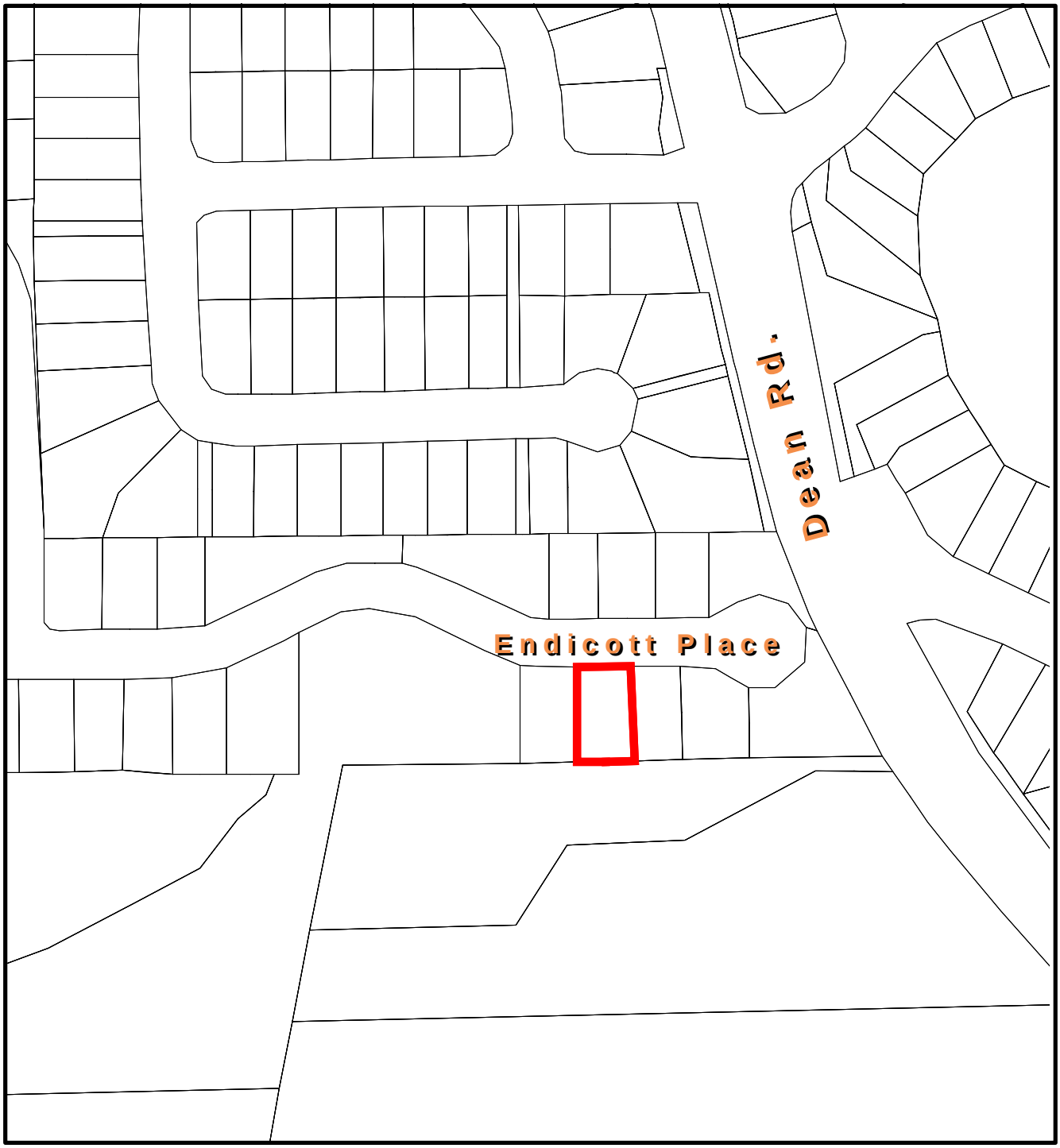
1. Endicott Place Area Map
2. Endicott Place Location Map
3. Endicott Place Aerial Map
4. Resolution
5. Exhibit A - Sketch of Description

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



Area Map
Endicott Place
Drainage & Utility Vacate



Location Map
Endicott Place
Drainage & Utility Vacate

Aerial Map
Endicott Place
Drainage & Utility Vacate

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 28th DAY OF AUGUST A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A DRAINAGE & UTILITY EASEMENT

Whereas, a Petition was presented on behalf of

KRISTEN DENTLER

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described drainage easement to-wit:

SEE EXHIBIT A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the abandonment of the above described drainage and utility easement is in the best interest of the County and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described drainage and utility easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 28th 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

SKETCH OF DESCRIPTION

EXHIBIT A

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: (VACATION OF A PORTION OF A DRAINAGE AND UTILITY EASEMENT)

THAT PORTION OF LOT 73 AND A 15' FOOT WIDE DRAINAGE AND UTILITY EASEMENT, LAKES OF ALOMA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGES 31 THROUGH 33, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 73; THENCE RUN NORTH 00°40'40" WEST ALONG THE EAST LINE OF SAID LOT 73 FOR A DISTANCE OF 10.00 FEET TO A POINT 5.00 FEET SOUTH OF THE NORTH LINE OF A 15 FOOT WIDE DRAINAGE AND UTILITY EASEMENT; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°19'20" WEST PARALLEL WITH SAID NORTH LINE FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°19'20" WEST PARALLEL WITH SAID NORTH LINE FOR A DISTANCE OF 16.00 FEET; THENCE RUN NORTH 00°40'40" WEST FOR A DISTANCE OF 5.00 FEET TO A POINT ON THE AFORESAID NORTH LINE OF A 15 FOOT WIDE DRAINAGE AND UTILITY EASEMENT; THENCE RUN NORTH 89°19'20" EAST ALONG THE NORTH LINE OF SAID EASEMENT FOR A DISTANCE OF 16.00 FEET; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°40'40" EAST FOR A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 80 SQUARE FEET, 0.0018 ACRES, MORE OR LESS.

FOR:
CONCORD MANAGEMENT LIMITED
C/O KRISTEN DENTLER

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 34787 • (407) 654 5355

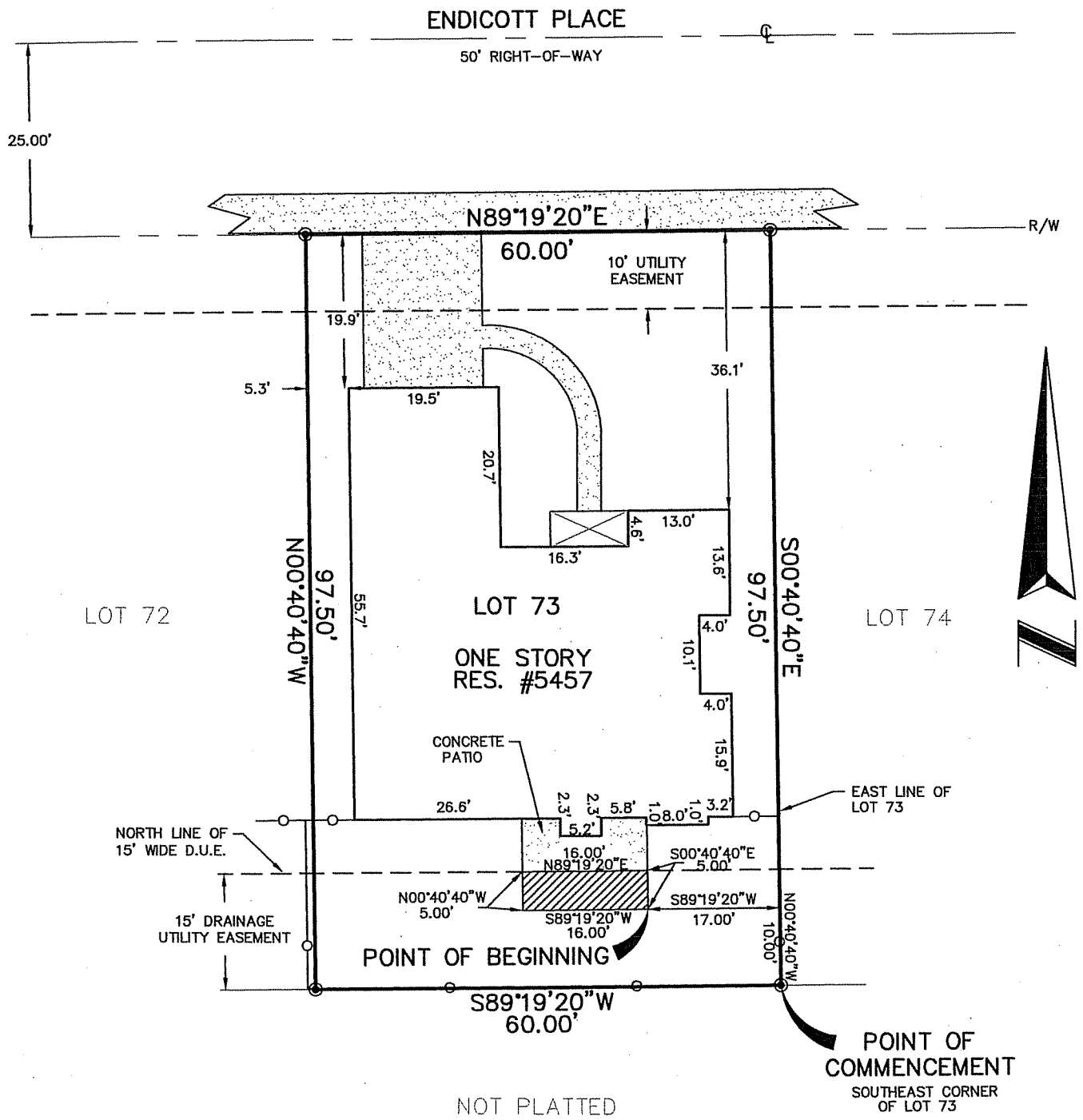
SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON LAKES OF ALOMA RECORDED PLAT.
4. THE PURPOSE OF THIS SKETCH IS TO VACATE THAT PORTION OF CONCRETE ENCROACHING INTO THE 15' WIDE DRAINAGE AND UTILITY EASEMENT

JOB NO. P27110	CALCULATED BY: RH	FOR THE LICENSED BUSINESS # 6723 BY:
DATE: 6-7-07	DRAWN BY: RH	
SCALE: 1"=20'	CHECKED BY: JLR	
FIELD BY: N/A		JAMES L. RICKMAN P.S.M. # 5633

SHEET 2 OF 2

SKETCH OF DESCRIPTION



THIS IS NOT A SURVEY:

- ◉ DENOTES CHANGE IN DIRECTION
- R/W DENOTES RIGHT-OF-WAY
- ℄ DENOTES CENTERLINE
- P.C. DENOTES POINT OF CURVATURE
- P.T. DENOTES POINT OF TANGENCY
- P.R.C. DENOTES POINT OF REVERSE CURVATURE
- P.C.C. DENOTES POINT OF COMPOUND CURVATURE

ALLEN & COMPANY
Professional Surveyors & Mappers
16 East Plant Street
Winter Garden, Florida 34787 • (407) 654 5355

JOB NO.	P27110	CALCULATED BY:	RH
DATE:	6-7-07	DRAWN BY:	RH
SCALE:	1"=20'	CHECKED BY:	JLR
FIELD BY:	N/A		

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Garda Avenue Right Of Way Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian M. Walker **EXT:** 7337

MOTION/RECOMMENDATION:
1. APPROVE the request to adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.

2. DENY the request to adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.

3. CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey Brian M. Walker

BACKGROUND:

Pam & Melvin Olson, applicants, are requesting to vacate and abandon a portion of the unimproved public right-of-way known as Garda Ave. as shown in Exhibit A and recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.

The subject right-of-way is not needed for public access and the proposed vacate will not hinder access to any adjacent properties.

The intention of the vacate is to allow for the construction of a circular driveway.

The applicants have provided letters from all applicable utility companies stating “no objections” to the request.

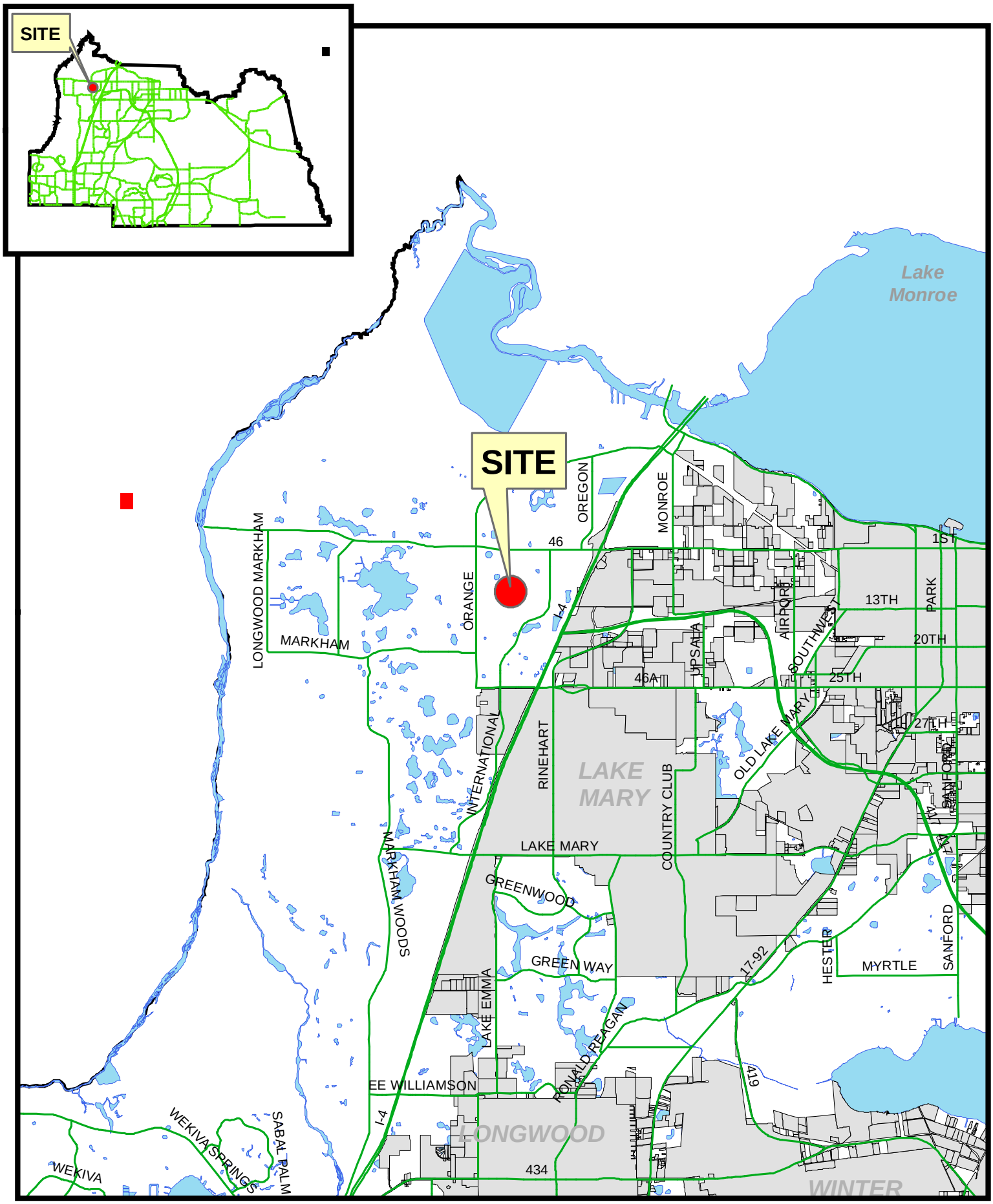
STAFF RECOMMENDATION:
Staff recommends that the Board adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.

ATTACHMENTS:

1. Area Map - Garda Ave.
2. Location Map - Garda Ave.
3. Aerial Map - Garda Ave.
4. Resolution
5. Exhibit A - Sketch of Description

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)



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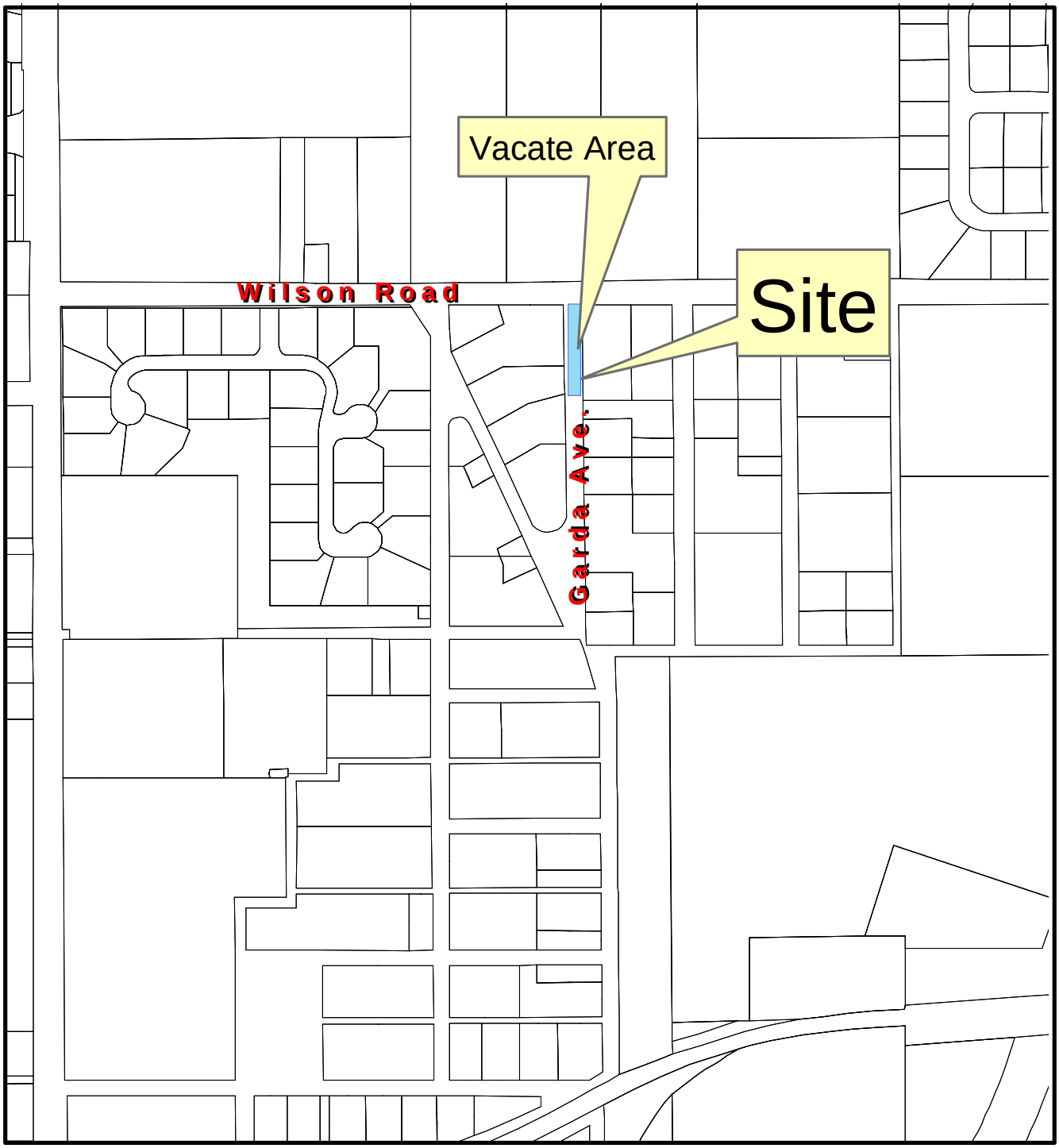
Area Map
Garda Ave. ROW Vacate



Location Map
Garda Ave. Vacate

Aerial Map
Garda Ave. ROW

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 28th DAY OF August A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

Whereas, a Petition was presented on behalf of

PAM & MELVIN OLSON

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:

SEE EXHIBIT A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described 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 28TH 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

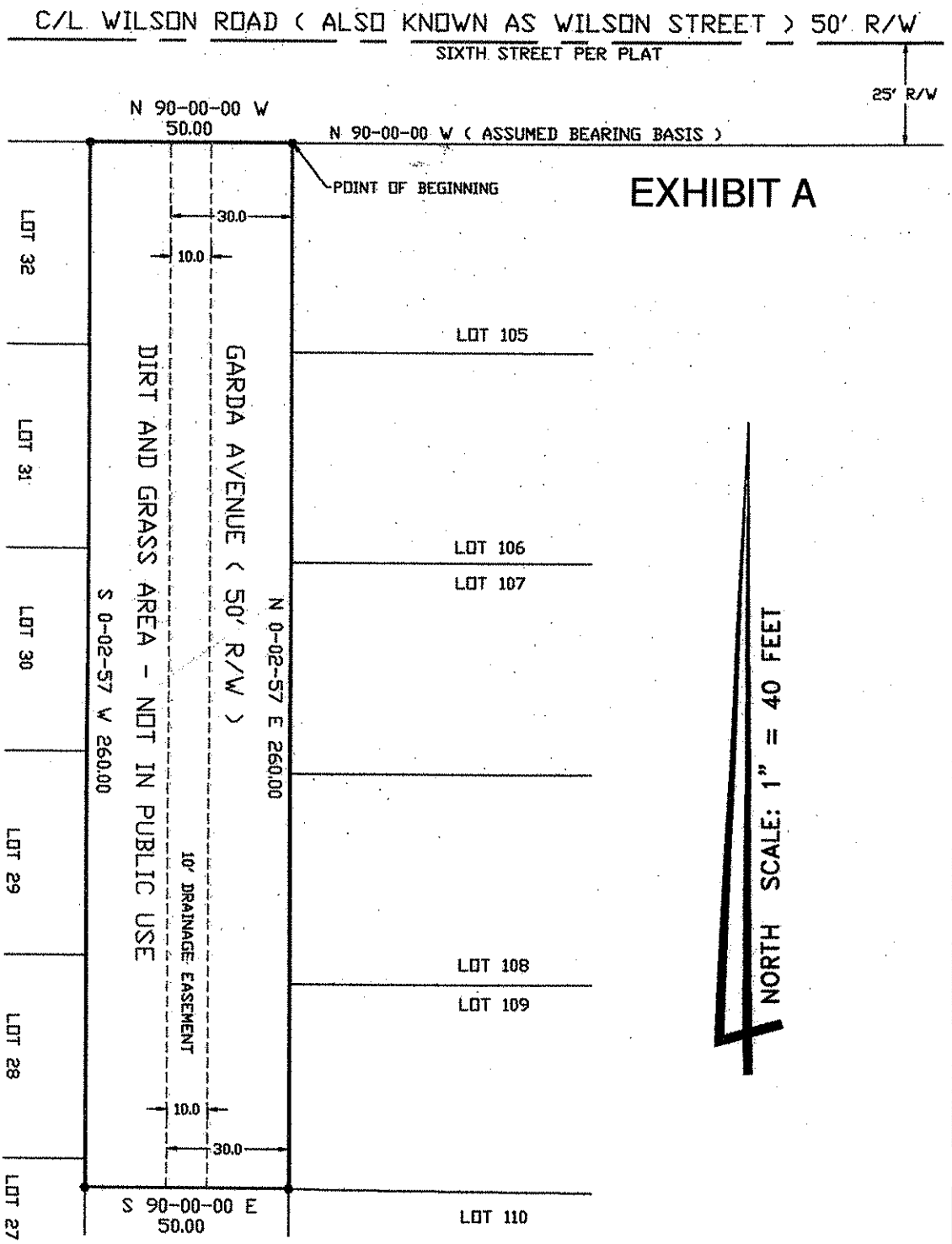
CHAIRMAN

SKETCH OF DESCRIPTION

PREPARED FOR:
MELVIN AND PAM OLSON

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION: THAT PART OF THE RIGHT-OF-WAY OF GARDA AVENUE AS SHOWN ON THE PLAT OF 1st ADDITION TO SYLVAN LAKE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN at the Northwest corner of Lot 105, 1st ADDITION TO SYLVAN LAKE, according to the Plat thereof as recorded in Plat Book 4, Page 18, Public Records of Seminole County, Florida; run thence N 90 degrees 00' 00" W as a basis of bearings a distance of 50.00 feet to the Northeast corner of lot 32, said plat of 1st ADDITION TO SYLVAN LAKE; thence run S 0 degrees 02' 57" W along the east line of lots 32, 31, 30, 29, 28, and 27 of said plat a distance of 260.00 feet; thence run S 90 degrees 00' 00" E a distance of 50.00 feet to the Southwest corner of lot 109 of said plat of 1st ADDITION TO SYLVAN LAKE; thence run N 0 degrees 02' 57" E along the west line of lots 109, 108, 107, 106, and 105 a distance of 260.00 feet to the POINT OF BEGINNING. Subject to an easement for drainage purposes over the West 10.0 feet of the East 30 feet thereof. Contains 0.298 acres more or less.



SURVEYOR'S NOTES:

SKETCH OF DESCRIPTION - NOT A SURVEY

THIS DOCUMENT IS NOT BASED UPON A FIELD SURVEY.
THE DESCRIPTION HEREON IS BASED UPON INFORMATION PROVIDED BY THE CLIENT, AND UPON THE PUBLIC RECORDS MENTIONED HEREON. NO ABSTRACT OF TITLE IS IMPLIED WITHIN THIS DOCUMENT.
THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RESTRICTIONS, AND / OR RIGHTS-OF-WAY FOR WHICH LEGAL DESCRIPTIONS WERE NOT PROVIDED.
ALL LINEAR MEASUREMENTS ARE DENOTED IN DECIMAL FEET UNLESS SPECIFICALLY NOTED OTHERWISE.
ALL BEARINGS AND / OR ANGLES ARE DENOTED IN DEGREES - MINUTES - SECONDS.

I CERTIFY THAT THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.

THIS DOCUMENT PREPARED BY:

PATRICK K. VANDERWYDEN, PLS
LAND SURVEYING SERVICES
6419 VINELAND ROAD
ORLANDO, FLORIDA 32819

DATE: 6/13/07

Patrick K. Vanderwyden PLS

PATRICK K. VANDERWYDEN, PLS
FLORIDA REGISTRATION # 5154

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: North County Road 427 / North State Road 417 Rezone from A-1 to C-2

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Herman Wright **EXT:** 7353

MOTION/RECOMMENDATION:

1. APPROVE the request to rezone 0.37+ acres located on the southeast corner of North County Road 427 and North State Road 417 from A-1 (Agriculture) to C-2 (Retail Commercial), based on staff findings, and authorize the Chairman to execute the rezone ordinance (CPH Engineers, applicant); or

2. DENY the request for a rezone on 0.37+ acres, located on the southeast corner of North County Road 427 and North State Road 417 from A-1 (Agriculture) to C-2 (Retail Commercial), based on staff findings, and authorize the Chairman to execute the Denial Development Order (CPH Engineers, applicant); or

3. CONTINUE the item to a time and date certain.

District 5 Brenda Carey Herman Wright

BACKGROUND:

The applicant is requesting a rezone from A-1 (Agriculture) to C-2 (Retail Commercial), in order to combine the subject property with an abutting parcel currently zoned C-2. The proposed development of the two parcels will be a 100-room hotel, which is an allowable use permitted within the C-2 zoning district. The Future Land Use Designation of the subject property is Industrial (IND), which allows the requested zoning district.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on July 11, 2007 and voted 7-0 to recommend APPROVAL of the rezone from A-1 (Agriculture) to C-2 (Retail Commerical) on 0.37 ± acres located on the east side of North County Road 427 approximately 215 ft north of the intersection at North County Road 427 and North State Road 417, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request to rezone 0.37 + acres located on the southeast corner of North County Road 427 and North State Road 417 from A-1 (Agriculture) to C-2 (Retail Commercial), based on staff findings, and authorize the Chairman to execute the rezone ordinance (CPH Engineers, applicant).

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Land Use and Zoning Map
4. Aerial Map
5. Rezoning Ordinance
6. Denial Development Order
7. 7-11-07 P&Z Minutes

Additionally Reviewed By:

☑ County Attorney Review (Kathleen Furey-Tran)

CR 427 Rezone from A-1 to C-2		
APPLICANT	CPH Engineers	
PROPERTY OWNER	Innovative Properties LLC	
REQUEST	Rezone from A-1 (Agriculture) to C-2 (Retail Commercial)	
PROPERTY SIZE	0.37 ± acres	
HEARING DATE (S)	P&Z: July 11, 2007	BCC: August 28, 2007
PARCEL ID	12-20-30-300-020A-0000	
LOCATION	Southeast corner of North CR 427 and North SR 417	
FUTURE LAND USE	IND (Industrial)	
ZONING	C-2 (Retail Commercial)	
FILE NUMBER	Z2007-26	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is requesting to rezone 0.37 ± acres from A-1 (Agriculture) to C-2 (Retail Commercial), in order to develop a 100-room hotel.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is requesting a rezone from A-1 (Agriculture) to C-2 (Retail Commercial), in order to develop a 100 room hotel on 0.37 ± acres. The use is allowed within the C-2 zoning district. The Future Land Use Designation of the subject property is Industrial (IND), which is consistent with the requested zoning district.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of C-2 (Retail Commercial).

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (C-2)
Minimum Lot Size	43,560 sq. ft.	8,400 sq. ft.
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150’	100’
Front Yard Setback	50’	25’
Side Yard Setback	10’	0’ *
(Street) Side Yard Setback	50’	25’
Rear Yard Setback	30’	10’ *
Maximum Building Height	35’	35’

* UNLESS A SIDE LOT LINE AND REAR LOT LINE ARE ABUTTING PROPERTY ASSIGNED RESIDENTIAL ZONING. PLEASE REFER TO SC LDC SECTION 30.1228

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)	C-2 (proposed)
Permitted Uses	Single-family detached, 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 and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Amusement and recreational facilities, building and plumbing supplies, car wash, furniture warehouse with retail sales, hotels and motels, marine sales and service, mobile home and recreational vehicle sales, outdoor advertising signs, parking garages, printing and book binding shops, automobile sales with no repair facilities, veterinary hospitals and kennels, multifamily housing – such as condominiums, apartments and townhouses of medium to high density. Density and design criteria must conform to the standards for properties assigned the R-3 zoning classification, above-store or above-office flats, and communication towers when camouflaged in design.
Special Exception Uses	Special Exception such as 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, contractors establishments with no outside storage, drive-in restaurants, drive-in theaters, living quarters in conjunction with a commercial use, to be occupied by owner or operator of the business or an employee, lumber yards, mechanical garages, paint and body shops, public utility structures, service stations and gas pumps as an accessory use, hospitals and nursing homes, all communication towers which are not permitted uses, parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary. Trailers must be mobile and used on the interim basis until exchanged for a like trailer.
Minimum Lot Size	1-Acre	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Future Land Use designation of the surrounding properties is Industrial. To the east is an industrial park and to the north is a gasoline station located within the City of Sanford. Both have an Industrial Future Land Use designation and a comparable commercial zoning district. The property to the south is zoned C-2 and will be incorporated in the proposed development. The future land use designation of the property is Industrial which allows the requested C-2 zoning district. Staff finds the

proposed rezone is consistent and compatible with the surrounding development patterns.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on the FIRM map, with an effective date of 1995, the subject property appears to be outside the 100-year flood plain.

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 preliminary analysis, there may be threatened and endangered species on the site. A threatened and endangered species survey will be required prior to Final Engineering approval.

PUBLIC FACILITY IMPACTS:

Rule 9J-5.0055(3)(c)1-2, Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The subject property will be required to undergo Concurrency Review prior to Final Engineering approval.

Utilities:

The site is located in the Seminole County water utility service area and the City of Sanford's sewer utility service area, and will be required to connect to public utilities. Seminole County has a 12-inch water main approximately 1500 ft. southwest, on the southeast side of Ronald Reagan Blvd. The City of Sanford has a 12-inch water main, approximately 400 ft. to the northeast, on the northwest side of Ronald Reagan Blvd. and a 12-inch force main, approximately 750 ft. northeast, on the northwest side of Ronald Reagan Blvd. The subject property is in the ten-year master plan for reclaimed water. A separate reclaimed water utility system is required. This system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The property proposes access onto North County Road 427, which is classified as an arterial roadway. County Road 427 is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

Drainage:

The proposed project is located within the Lake Jesup Drainage Basin, and has limited or no downstream capacity. The site will have to be designed to hold the 100-year, 24-hour storm event onsite at the time of Final Engineering.

Parks, Recreation and Open Space:

A minimum of 25% open space is required by the Seminole County Land Development Code Section 30.1344

Buffers and Sidewalks:

There is an existing five-foot sidewalk along North County Road 427.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is not located within any special district or overlay.

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):

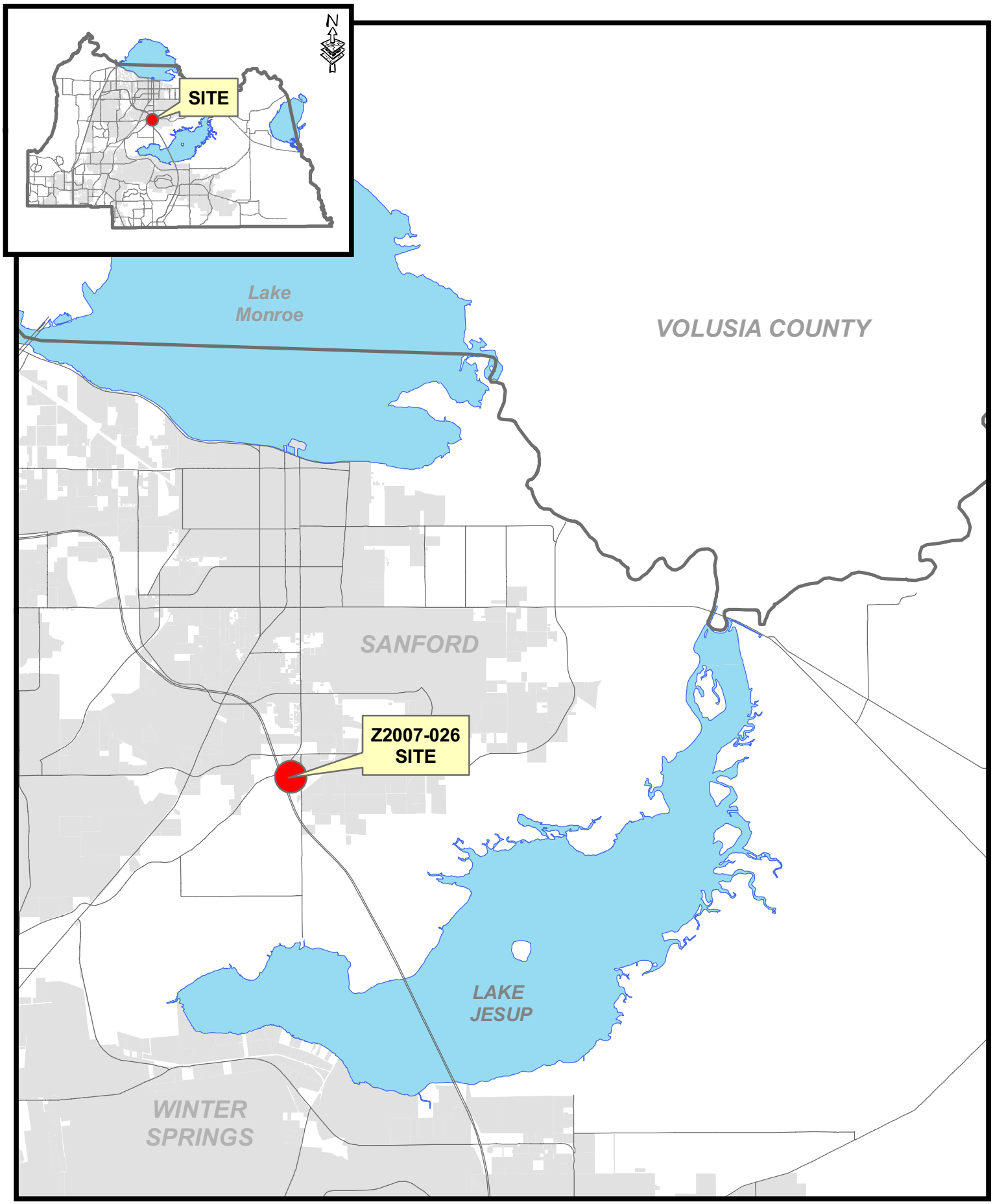
Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection
Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

An intergovernmental notice was sent to the City of Sanford on June 18, 2007.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



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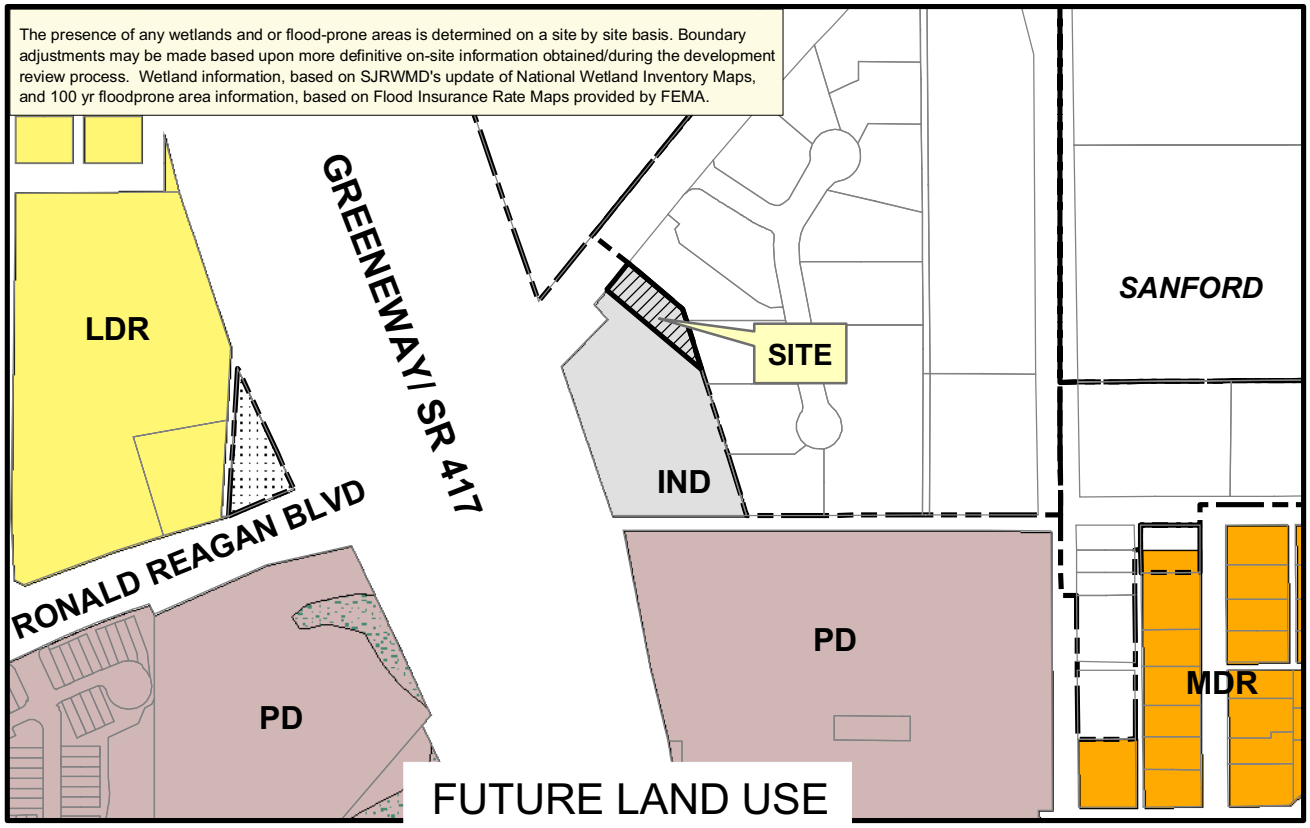
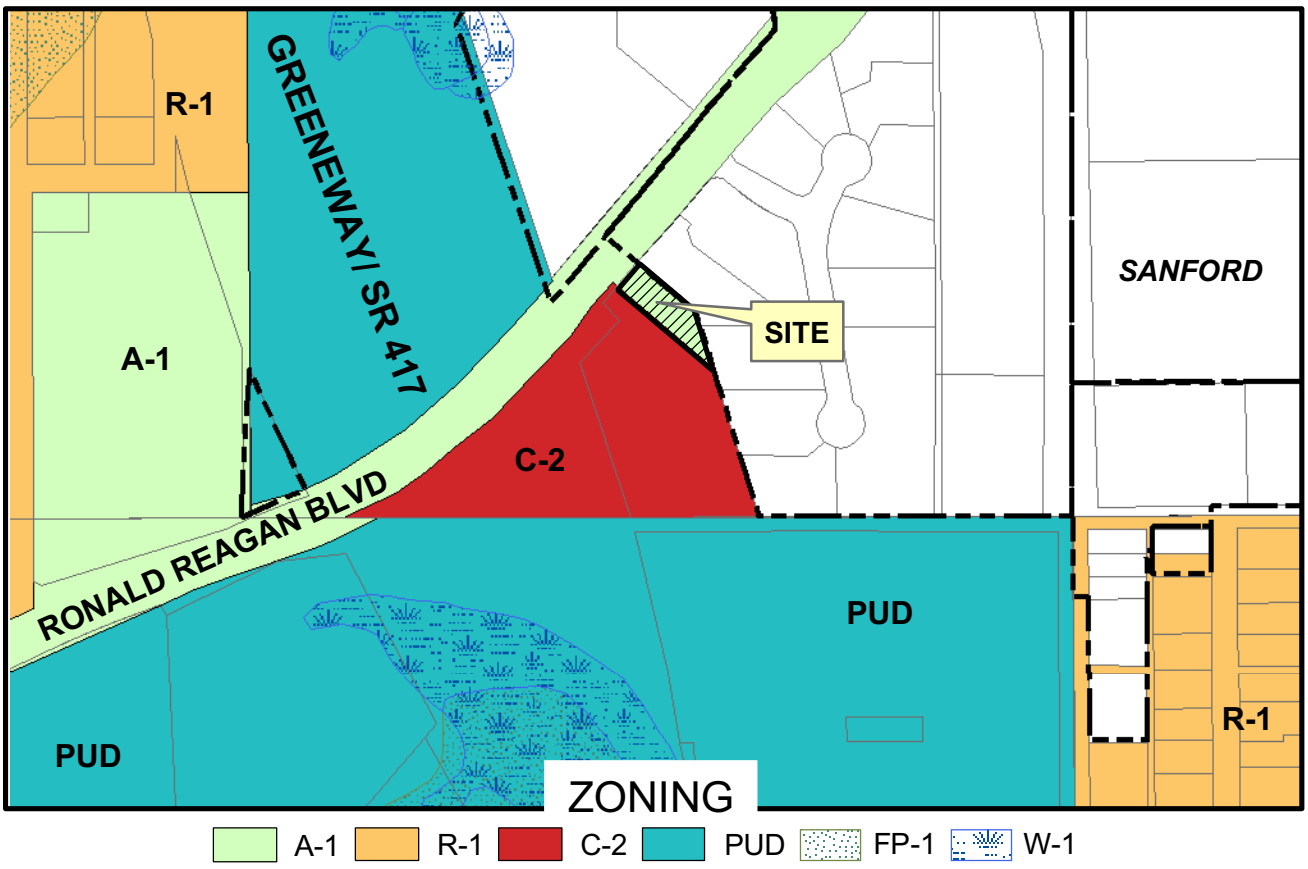


Applicant: CPH Engineering
Physical STR: 12-20-30-300-020A-0000
Gross Acres: .37 +/- BCC District: 5
Existing Use: Abandoned Residential
Special Notes: None

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-026	A-1	C-2

N



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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: Z2007-026

From: A-1 To: C-2

Parcel

Subject Property

N

Winter 2006 Color Aerials

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ORDINANCE NO. 2007- **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE C-2 (RETAIL COMMERCIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled CR 427 / SR 417 Rezone, dated August 28, 2007.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to C-2 (Retail Commercial):

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.

ENACTED this 28th day of AUGUST 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
Carlton D. Henley
Chairman

EXHIBIT A
LEGAL DESCRIPTION

SEC 12 TWP 20S RGE 30E BEG SW COR TR B KEYES SEMINOLE INDUSTRIAL PK REPLAT PB 33 PG 40 RUN NW ALONG W LI OF SUBDIVISION 396.20 FT TO POB N 56 DEG 18 MIN 57 SEC W 207.60 FT TO SE R/W LI SR 427 NE ALONG R/W 75 FT S 48 DEG 51 MIN 16 SEC E 161.05 FT TO W LI KEYES SEMINOLE INDUSTRIAL PK REPLAT SE ALONG W LI OF SAID SUBDIVISION 75 FT TO POB

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 28, 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): Innovative Properties

Project Name: North County Road 427 / North State Road 417 Rezone from A-1 to C-2

Requested Development Approval: The applicant is requesting to rezone 0.37 ± acres, located on the southeast corner of North County Road 427 and North State Road 417.

The Board of County Commissioners has determined the requested rezone to C-2 is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "North County Road / North State Road 417 Rezone from A-1 to C-2" and all evidence submitted at the public hearing on August 28, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded the requested C-2 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

SEC 12 TWP 20S RGE 30E BEG SW COR TR B KEYES SEMINOLE INDUSTRIAL PK REPLAT PB 33 PG 40 RUN NW ALONG W LI OF SUBDIVISION 396.20 FT TO POB N 56 DEG 18 MIN 57 SEC W 207.60 FT TO SE R/W LI SR 427 NE ALONG R/W 75 FT S 48 DEG 51 MIN 16 SEC E 161.05 FT TO W LI KEYES SEMINOLE INDUSTRIAL PK REPLAT SE ALONG W LI OF SAID SUBDIVISION 75 FT TO POB

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.

CR 427 / SR 417 Rezone; CPH Engineers, applicant; 0.37± acres; Rezone from A-1 (Agriculture) to C-2 (Retail Commercial); located on the east side of CR 427 approximately 215 ft north of the intersection at N CR 427 and N SR 417. (Z2007-26)

Commissioner Carey – District 5
Amy Stevenson, Planner

Ms. Stevenson explained that the requested zoning change will allow the owner to combine this parcel with an abutting piece of property already zoned C-2 in order to build a 100 room hotel. The subject site has an Industrial future land use designation that allows C-2 (Commercial) zoning district. Staff recommendation is for approval of the request.

Larry Poliner (CPH Engineers, applicant) was present to answer questions. He stated that following Board approval this project will be annexed into the City of Sanford due to utility service requirements.

Commissioner Bates made a motion to recommend approval of the request for a rezone from A-1 (Agriculture) to C-2 (Retail Commercial) on 0.37 ± acres, located on the southeast corner of North County Road 427 and North State Road 417 , based on staff findings.

Commissioner Wolf seconded the motion.

The motion passed unanimously (7 – 0).

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Transmittal of Proposed Text Amendments To Comprehensive Plan - Public School Facilities and Concurrency and the Approval of the School Interlocal Agreement

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Sheryl Stolzenberg **EXT:** 7383

MOTION/RECOMMENDATION:
Approve transmittal of proposed text amendments to the Vision 2020 Comprehensive Plan, including the Public School Facilities Element and amendments to the text of the Capital Facilities, Implementation and Intergovernmental Coordination elements to the State Department of Community Affairs (DCA) and approve the 2007 Interlocal Agreement for Public School Faclity Planning and School Concurrency between the County, the Cities of Altamonte Springs, Longwood, Lake Mary, Sanford, Winter Springs, Oviedo and the Seminole County School Board.

County-wide Sheryl Stolzenberg

BACKGROUND:

Legislation enacted by the 2005 Florida Legislature mandates a comprehensive focus on school planning by requiring local governments and school boards to adopt school concurrency and processes for coordinating school facility planning with local comprehensive plans. Although the School District retains the responsibility for the provision of educational facilities, state law requires a more detailed effort to ensure the coordination of land use and school facility planning.

As part of the legislative requirements, the County must adopt a new Interlocal Agreement with the School Board and cities, and Public School Facilities Element of the Comprehensive Plan that is consistent with that Interlocal Agreement. In addition, the County must add to the Capital Improvements Element that portion of the financially feasible School Board Capital Improvement Schedule that addresses school capacity, and text changes to both the Implementation and Intergovernmental Coordination Elements are needed. The County's deadline for complying with the state requirement is January 1, 2008.

A draft Public Schools Facility Element was developed as part of a coordinated effort among County, School Board and City staff members, with the assistance of a consultant to one of the cities. The 'model element' resulting from that coordinated effort serves as the basis for the individual amendments to each comprehensive plan in Seminole County. The Countywide Level of Service for school facilities, as well as procedures, objectives and policies for sharing information, requesting School Board comments on proposed developments, and evaluation potential sites for schools will be identical countywide. Local variations will exist for policies on ensuring compatibility of schools with surrounding land uses.

The proposed text amendments include:

1. A Public School Facilities Element that includes goals, objectives and policies compatible with those of the Public School Facilities Elements for the cities.
2. Amendments to the Capital Improvements Element to include the Level of Service (LOS) for school facilities and the schedule of financially feasible school capacity capital improvements.
3. Amendments to the Implementation Element to include school facilities as one of the services for which LOS will be evaluated in the Concurrency Management System.
4. Amendments to the Intergovernmental Coordination Element to update objectives and policies dealing with interlocal agreements with the School Board.

STAFF RECOMMENDATION:

Staff recommends the Board approve the transmittal of proposed text amendments to the Vision 2020 Comprehensive Plan, including the Public School Facilities Element and amendments to the text of the Capital Facilities, Implementation and Intergovernmental Coordination elements to the State Department of Community Affairs (DCA) and approve the 2007 Interlocal Agreement for Public School Faclity Planning and School Concurrency between the County, the Cities of Altamonte Springs, Longwood, Lake Mary, Sanford, Winter Springs, Oviedo and the Seminole County School Board.

ATTACHMENTS:

1. Public School Facilities Element
2. Draft amendments to CIE
3. Draft amendments to Implementation Element
4. Draft amendments to Intergovernmental
5. Support Document Text for school element Part B
6. Support Document Text Part A Interlocal
7. Support Document Exhibits
8. Draft Public School Facilities Element Exhibits

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 07EX1.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 the 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. 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". The following terms are used by the School Board: Permanent Florida Inventory of School Houses, or '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 to identify available instructional space; 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 School Board shall operate its concurrency management system (CMS) with the input of the County 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 site plan, final subdivision, or functional equivalent 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 January 1, 2009, 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 site plan, final subdivision or functional equivalent.

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 final 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 final 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.

Facility Program – Public School Facilities

Summary of Policies, Programs and Capital Improvements with Cost Impacts
Public School Facilities

Scheduled Program and Cost Impacts for 10/1/2006 - 9/30/2011	
The Seminole County School Board Capital Improvements Plan includes significant remodeling of existing structures and the building of new structures to expand student capacity over the next five years.	
Total 5 Year Cost	**$ 637,687,198**

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period
Unknown impact of tax changes done in 2006 and whether slow down in student enrollment will continue, hold steady, or again start to rise.
Available Funding Options – Major revenue sources available to the School Board are Millage, Sales Tax, Impact Fees, Gasoline Tax Refund, COPS, RAN, Local Cap Improvement/Interest.

(Facility Program-Public Schools Facilities.xls)

(Added:Amendment 07EX1.TXT02.1, Ordinance 2007-XX, 12/XX/2007)

Level of Service

Seminole County adopts the following level of service standards by type of school based on the permanent Florida Inventory of School Houses (FISH) capacity established by the Seminole County School Board.

	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

(Added: Amendment 07EX1.TXT02.2, Ordinance 2007-XX, 12/XX/2007)

Draft Capital Improvement Plan for Seminole County Facilities
Additions/Remodeling

REMODELING & ADDITIONS	2007/08	2008/09	2009/10	2010/11	2011/12
GREENWOOD LAKES MIDDLE	-	-	$800,000	$11,000,000	-
CASSELBERRY	-	-	-	-	$1,000,000
HAMILTON	-	-	-	$1,000,000	$7,000,000
IDYLLWILDE ADMIN	-	-	$500,000	$1,000,000	-
JACKSON HEIGHTS ROUND BLDG	-	-	$500,000	$6,000,000	-
LAKE ORIENTA	$11,000,000	-	-	-	-
PINE CREST ADDITION/REMODELING	-	-	$4,000,000	$10,000,000	-
SEMINOLE HIGH	$18,000,000	$5,000,000	-	-	-
SMALL PROJECTS	$1,395,000	$700,000	$700,000	$700,000	$700,000
SPRING LAKE	-	$1,000,000	$10,000,000	-	-
STENSTROM	-	-	$1,000,000	$9,000,000	-
WEKIVA	-	$1,000,000	$11,000,000	-	-
WILSON/GENEVA PODS	-	-	-	$800,000	$6,000,000
SALES TAX PROJECTS	-	-	-	-	-
OVIEDO HIGH	$22,000,000	$5,000,000	-	-	-
RED BUG	-	$1,000,000	$7,000,000	-	-
SABAL POINT	$11,000,000	-	-	-	-
STERLING PARK	$1,000,000	$11,000,000	-	-	-

(Added: Amendment 07EX1.TXT02.3, Ordinance 2007-XX, 12/XX/2007)

Draft Capital Improvement Revenue Sources

REVENUE	2007/08	2008/09	2009/10	2010/11	2011/12
STATE					
CLASS SIZE REDUCTION	$5,409,345				
PECO NEW CONSTRUCTION	$2,929,596	$1,985,715	$1,985,715	$1,985,715	$1,985,715
PECO MAINTENANCE	$3,815,185	$2,050,000	$2,505,000	$2,050,000	$2,050,000
CO&DS BONDS					
CO&DS	$368,064	$368,064	$368,064	$368,064	$368,064
LOCAL					
MILL	$63,432,790	$67,238,758	$71,273,083	$75,549,468	$80,082,436
SALES TAX	$18,617,585	$14,070,410	$9,270,699	$9,548,820	$4,844,968
IMPACT FEES	$3,500,000	$3,500,000	$3,500,000	$3,500,000	$3,500,000
GASOLINE TAX REFUND	$100,000	$100,000	$100,000	$100,000	$100,000
COPS					
RAN					
LOCAL CAP IMPROVEMENT/INTEREST	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
UNDESIGNATED	$26,000,000				
SUB-TOTAL	$125,172,565	$90,312,947	$90,002,561	$94,102,067	$93,931,183
PRIOR YEAR CARRYOVER		$5,984,821	$27,164,852	$11,005,597	$3,194,086
TOTAL	$125,172,565	$96,297,768	$117,167,413	$105,107,664	$97,125,269

(Added: Amendment 07EX1.TXT02.4. Ordinance 2007-XX, 12/XX/2007)

Draft Planned New Public School Facility Construction

NEW CONSTRUCTION	2007/08	2008/09	2009/10	2010/11	2011/12
LAND	-	-	-	$6,000,000	-
NEW MIDWAY ELEM	$2,000,000	-	-	-	-
NEW ELEMENTARY SCHOOL (SITE TBD)	-	$1,000,000	$15,000,000	-	-
NEW ELEMENTARY SCHOOL (SITE TBD)	-	-	$1,000,000	$15,000,000	-
NEW MIDDLE (SITE TBD)	-	-	-	$2,000,000	$33,000,000
NEW HIGH SCHOOL (SITE TBD)	-	-	-	-	$5,000,000
30 MODULAR CLASSROOMS	$3,180,000	-	-	-	-
ROSENWALD	-	$1,000,000	$15,000,000	-	-

(Added: Amendment 07EX1TXT02.5, Ordinance 2007-XX, 12/XX/2007)

IMPLEMENTATION ELEMENT
INTRODUCTION

The Vision 2020 Comprehensive Plan includes the following statutorily required and optional Elements:

Capital Improvements
Conservation
Design (optional)
Drainage
Economic (optional ~~and to be updated in 2002.~~)

Future Land Use
Housing
Implementation (optional)
Intergovernmental Coordination
Library Services (optional)
Potable Water
Public Safety (optional)
Public School Facilities
Recreation and Open Space (optional)
Sanitary Sewer
Solid Waste
Transportation

Plan Elements are supported by the best available data and analysis from County, regional, state, federal, and other units of local government and various agencies. Each Element of the Vision 2020 Comprehensive Plan contains goals (long-term achievements), objectives (events to achieve goals) and policies (specific actions to take in achieving objectives).

Seminole County adopted its first Comprehensive Plan to meet Rule 9J-5 requirements on September 11, 1991. As part of the early efforts to implement the plan in 1992, the County was required to identify nonconforming uses and zoning and conflicting zonings and every effort was made to bring these uses/zonings into compliance with the adopted Comprehensive Plan. An extensive search was completed on all parcels in unincorporated Seminole County to identify nonconforming uses and zonings and conflicting zonings and these were brought to the Board of County Commissioners' attention in advertised public hearings to rectify in accordance with the recommendations of the Comprehensive Plan. Since a thorough review of nonconforming uses/zonings and conflicting zonings was dealt with in 1992 and the County, to the best of its ability, has not created any additional nonconforming land uses or zonings or conflicting zonings, the County does not need to repeat this effort after final adoption of Vision 2020. Should a nonconforming use or rezoning or a conflicting zoning be discovered, the County will act accordingly to take steps to bring the land into conformity. Language directing how administrative land use amendments and rezonings to correct nonconforming parcels is included should the need arise.

As required by the adoption of the 1991 plan, the County has implemented a Concurrency Management System and this element describes how this system is carried out. The element also describes how public participation is to be addressed above and beyond the statutory requirements. This element also gives direction on how or when to accomplish other mandated plan programs to include preparation of future Evaluation and Appraisal Reports, annual Capital Improvement Element Updates, Land Development Code amendments for consistency to Vision 2020 and Future Land Use Amendments.
(Revised: Amendment 07EX1.TXT03.1, Ordinance 2007-XX, 12/XX/2007)

Subsequent Procedures
The provisions set forth herein are minimum provisions which are intended to facilitate the orderly review, discussion and consideration of public matters relating to comprehensive planning and related processes.

CONCURRENCY MANAGEMENT SYSTEM

The following program descriptions are intended to ensure that the levels of service established in the Comprehensive Plan will be achieved or exceeded. Each implementation program has been adopted by ordinance, resolution or executive order, as appropriate for each implementation program.

Definitions
The following definitions apply (and are to be included in the adopted Comprehensive Plan's section containing defined terms):

A "Category of public facilities" means a specific group of public facilities, as follows:

1 Concurrency Facilities Operated by County. Category I public facilities are arterial and collector roads, mass transit, stormwater management, potable water, sanitary sewer, solid waste, and parks and recreation facilities owned or operated by the County, all of which are addressed in the several Elements of the Vision 2020 Plan. Mass transit is a Category I public facility even though the County contracts with LYNX – Central Florida Regional Transportation Authority, to provide mass transit on behalf of the County.

2 Non-Concurrency Facilities Operated by County. Category II public facilities are libraries, fire-rescue service and other government facilities owned or operated by the County and included as facility Elements in this Comprehensive Plan.

3 Concurrency Facilities Operated by Non-County Entities. Category III public facilities are arterial and collector roads, mass transit, stormwater management, potable water, sanitary sewer, solid waste, ~~and~~ and parks and recreation facilities owned or operated by federal, state, municipal or other county governments, independent districts, and private organizations and public schools.

B "Development order" means any order or permit granting, denying, or granting with conditions an application for a preliminary development order, final development order, development permit or any other official action of the County having the effect of permitting the development of land.

1 "Preliminary development order" means a new land use designation to a parcel of real property, a planned commercial development preliminary master plan, a planned unit development preliminary master plan, the rezoning of a parcel of real property or a subdivision development plan.

2 "Final development order" means the approval of a development of regional impact, a borrow pit permit, an electrical permit, a planned commercial development final master plan, a planned unit development final master plan, a right-of-way utilization permit, a site plan, a special exception or variance, a subdivision preliminary plat, a subdivision final plat, an underground utility permit, a waiver to subdivision platting requirements, a dredge and fill permit, a written agreement with Seminole County School Board for the provision of public facilities and services as required by State Law and any other development order which results in an immediate and continuing impact upon concurrency public facilities. "Final Development orders" may address future expansions of a development and may provide for phasing. A "Final Development order" may provide for conditions which must be met in order for subsequent approvals to be given or permits to be issued.

3 "Development permit" means an arbor permit, a building permit, a construction permit-site, a construction permit-subdivision, a deck and porch permit, a plumbing permit, a razing permit, a septic repair permit, a septic tank permit, a sign permit and any other development approval other than a final development order or preliminary development order.

4 "Public facility" means the capital improvements and systems of each of the following: arterial and collector roads, mass transit, stormwater management, potable water, sanitary sewer, solid waste, parks and recreation, library, fire-rescue service, and other County buildings.

(Revised: Amendment 07EX1.TXT03.2, Ordinance 2007-XX, 12/XX/2007)

Land Development Regulations

The County shall maintain its land development regulations providing for a system of review of various applications for development orders and permits which applications, if granted, would impact the levels of service of Category I and Category III public facilities. Such system of review shall assure that no final development order or development permit shall be issued which results in a reduction in the levels of service below the standards adopted in the Comprehensive Plan for Category I and Category III public facilities. The County land development regulations shall also contain the methodology for determining the proportionate fair-share obligation for a transportation facility, if said transportation facility fails to achieve transportation concurrency and the developer of a proposed development wishes to exercise the option to satisfy transportation concurrency in this manner as provided by Section 163.3180(16), F.S. The methodology to calculate proportionate fair-share mitigation, which is specified in the Land Development Code, shall be as provided in Section 163.3180(12), F.S. Proportionate fair-share mitigation includes separately or collectively, private funds, contributions of land, and construction and contribution of facilities and may include public funds as determined by Seminole County. In addition, pursuant to Section 163.3180(16)(e), F.S., and as required in the Land Development Code, mitigation for development impacts to facilities on the Strategic Intermodal System requires concurrence of the Department of Transportation.
(Revised: Amendment 06F.TXT01.2.1, Ordinance 2006-81, 12/12/2006)

As of July 1, 2008, the County Land Development Regulations shall contain a methodology to calculate the proportionate fair share and options for school facilities, pursuant to Section 163.3180(13)(e), F.S., should a developer wish to pursue this option. This option requires concurrence of the Seminole County School Board.
(Added: Amendment 07EX1.TXT03.3, Ordinance 2007-XX, 12/XX/2007)

The land development regulations address the circumstances under which public facilities may be provided by applicants for development orders or permits. Development orders and permits may be issued subject to the provision of public facilities by the applicant subject to each of the following requirements:

A The County and the applicant enter into an enforceable development agreement which shall provide, at a minimum, a schedule for construction of the public facilities and mechanisms for monitoring to ensure that the public facilities are completed concurrent with the impacts of the development, or the development will not be allowed to proceed; and

B The public facilities to be provided by the applicant are contained in the Schedule of Capital Improvements of the Comprehensive Plan~~.~~, or, in the case of a development where transportation concurrency is to be met through the Proportionate Fair-Share methodology calculated as provided in Section 163.3180(12)F.S. and in accordance with Section 163.3180(16) F.S., a transportation improvement or improvements are added to the Schedule of Capital Improvements of the Comprehensive Plan and the County five-year Capital Improvement Program no later than the next regular update of those documents.
(Revised: Amendment 06F.TXT01.2.2, Ordinance 2006-81, 12/12/2006)

Concurrency Implementation and Monitoring System

The County shall continue Concurrency Implementation and Monitoring Systems consisting of the following components:

IMPLEMENTATION ELEMENT
CONCURRENCY MANAGEMENT SYSTEM
OBJECTIVES AND POLICIES

OBJECTIVE IMP 1 ESTABLISH LEVEL OF SERVICE STANDARDS

The County shall continue to enforce standards for levels of service for Categories I, II, and III of public facilities, and shall apply the standards as set forth defined in the policies below.

Policy IMP 1.1 **Concurrency**
The standards for levels of service of each type of public facility in Category I shall apply to development orders issued by the County after March 31, 1992, or such earlier date as may be adopted by the County, the County's annual budgets beginning with the 1991-92 fiscal year, the County's Capital Improvement Programs beginning with the 1991-92 fiscal year, and other Elements of this Comprehensive Plan.

Policy IMP 1.2 **Non-Concurrency Facilities Operated by County (Category II).**
The standards for levels of service of each type of public facility in Category II shall apply to the County's annual budgets beginning with the 1991-92 fiscal year, and the County's Capital Improvements Programs beginning with the 1991-92 fiscal year, but shall not apply to development orders issued by the County.

Policy IMP 1.3 **Concurrency Facilities Operated by Non-County Entities (Category III).**
The standards for levels of service of each type of public facility in Category III shall apply to development orders issued by the County after March 31, 1992, or such earlier date as may be adopted by the County, and other elements of this Comprehensive Plan, but shall not apply to the County's annual budgets or the County's Capital Improvement Programs. The exception shall be that levels of service for public schools shall apply to development orders issued by the County after July 1, 2008.

(Revised Amendment 07EX1.TXT03.4, Ordinance 2007-XX, 12/XX/2007)

OBJECTIVE IMP 3 GEOGRAPHIC AREAS FOR DETERMINATION

The standards for levels of service of Category I and Category III public facilities shall be applied to the issuance of development orders on the geographical basis as described in the policies below.

Policy IMP 3.1 **Arterial and Collector Roads**

No development order or permit shall be issued in any unincorporated part of Seminole County if the standard for levels of service of arterial and collector roads are not achieved and maintained. The County shall identify, in the land development regulations, trip generation thresholds and geographic impact areas for developments based upon types of land uses, associated densities and intensities, total trip generation and radius of traffic impact.

Policy IMP 3.2 **Other Public Facilities Which Serve All of Seminole County**

Other public facilities which serve all of Seminole County shall achieve and maintain the standards for levels of service on a Countywide basis. No development order or permit shall be issued in any unincorporated part of Seminole County if the standard for levels of service are not achieved and maintained throughout the County for:

A Solid Waste Disposal

B Parks and Recreational Facilities

Policy IMP 3.3 **Other Public Facilities Which Serve Less Than All of Seminole County**

Other public facilities which serve less than all of Seminole County shall achieve and maintain the standard for levels of service within their assigned service area. No development order or permit shall be issued in an assigned service area if the standard for levels of service are not achieved and maintained throughout the assigned service area for the following public facilities and assigned service areas:

A Potable Water Systems: Water System Service Area as designated in the Potable Water Element of the Comprehensive Plan.

B Sanitary Sewer Systems: Sewer System Service Area as designated in the Sanitary Sewer Element of the Comprehensive Plan.

C Stormwater Management Systems: Site Specific.

D Mass Transit: Mass Transit Service Areas.

E Public School Facilities. 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 by the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency (2007 Agreement). The mappings of CSAs are included in the data and analysis of the Public School Facilities Element Support Document and are provided in the Appendix to the 2007 Agreement.

(Revised:Amendment 07EX1.TXT03.5, Ordinance 2007-XX, 12/XX/2007)

The Intergovernmental Coordination Element's Goals/Objectives/Policies section contains its own policies in addition to policies that originate from other Plan elements. These other element policies are grouped and given a collective Intergovernmental Element Policy number and further referenced by the policy name and number from the other element. The number of policies from other elements is extensive, demonstrating coordination efforts documented or recommended concerning the topic of the individual elements.

All existing intergovernmental coordination programs are continued by this Plan. Primarily, these include the Council of Local Governments of Seminole County ~~(CLGSC)~~ (CALNO) for policy-level coordination with each of the County's seven Cities and conflict resolution; the Mayors/Managers Working Group; the Planning Technical Advisory Committee (PTAC) which is comprised of the Planning Managers (or equivalent) of the Cities, County and the School Board of Seminole County, interlocal agreements/annexation agreements for various services and planning services/issues; and use of the East Central Florida Regional Planning Council and METROPLAN ORLANDO (the Metropolitan Planning Organization) as regional forums for regional coordination.

The County has successfully improved coordination with the Seminole County School Board to implement Section 235.192 F.S. that requires the County to review school site plans for off-site impacts, land use compatibility and impact on County services and infrastructure. ~~The County is working with the School Board to implement its second interlocal agreement with them to heighten coordination of school locations.~~ In 2007, the County entered into an Interlocal Agreement for Public School Facility Planning and School Concurrency with the Seminole County School Board and the seven cities, as required by State Law. The 2007 Interlocal Agreement provides for sharing of data on student enrollment, population projections and educational facilities plans; procedures for joint planning for selection of new school sites, remodeling and closures of schools; inclusion of school capital improvement program for school capacity within the County and city Capital Improvement Elements in compliance with State Law; procedures for determining how services needed by a public school (such as sidewalks, roads, water or sewer) will be provided and a uniform Public School Concurrency process, as required by State Law.

To ensure that City-County coordination results in efficient provision of services and compatible land uses, Vision 2020 will carry out coordination with those Cities that currently have joint planning interlocal agreements, such as the Cities of Sanford and Oviedo, or annexation agreements, as with the Cities of Altamonte Springs, Winter Springs and Longwood. The County, the School Board and all Cities, except Longwood, have entered into an Intergovernmental Planning Coordination Agreement in 1997 that assures notice to each entity for zoning and land use changes that may be of a multi-jurisdictional significance. It is noteworthy to mention that the County entered into an agreement with all Cities and the School Board in

1995 that provides for conflict resolution and mediation measures among the jurisdictions in times of dispute. In addition the County will continue to encourage the pursuit of joint planning agreements or other coordination agreements, with the remaining Cities in the County. It is the intent of the County to diligently work with the Cities and the School Board to seek better coordination to ensure livable communities for the County's residents for generations to come.

Various other coordination efforts are in place as demonstrated on the exhibits. Of particular interest are the coordination efforts with the many environmental interest groups, such as the Econlochatchee River Work Group whose purpose is to share information concerning the lands in both the Big and Little Econ River Basins and a similar organization, the Wekiva River Work Group. The County will continue to participate in regional transportation issues through its interlocal agreement with METROPLAN ORLANDO (the Metropolitan Planning Organization). The County is proud of its extensive "First Response" Agreements among law enforcement and fire and rescue services for providing emergencies services to the residents and business communities.
(Revised:Amendment 07 EX1.TXT04.1, Ordinance 2007-XX, 12/XX/2007)

In 1999, the County amended the Plan to address the location of new public elementary, middle and high schools to meet the Provisions of Chapter 163, Florida Statues. ~~Efforts are currently underway to develop an interlocal agreement among the County, municipalities and the School Board to establish joint processes for collaborative planning as required by Chapter 163, Florida Statues for the location of new public schools. This interlocal would address the review process for new public schools, co-location of schools with other public facilities, such as parks or libraries, the location and extension of other public facilities needed by the school that are subject to concurrency, such as roads, water or sewer.~~ In 2007, the County entered into an Interlocal Agreement titled "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency" with the Seminole County School Board and the seven cities, as required by State Law. The 2007 Interlocal Agreement provides for sharing of data on student enrollment, population projections and educational facilities plans; procedures for joint planning for selection of new school sites, remodeling and closures of schools; inclusion of school capital improvement program for school capacity within the County and city Capital Improvement Elements in compliance with State Law; procedures for determining how services needed by a public school (such as sidewalks, roads, water or sewer) will be provided and a uniform Public School Concurrency process, as required by State Law. This Interlocal adopted in 2007 superceded an Agreement titled "Interlocal Agreement for Public School Facility Planning" that had been adopted in 2003.
(Revised:Amendment 07EX1.TXT04.2, Ordinance 2007-XX, 12/XX/2007)

Even with these agreements in place, land use related conflicts flare up between the Cities and Seminole County government that deal with the following issues or areas:

A Issues relating to annexations

1. elimination of residential or non-residential lands in enclaves
2. preventing the creation of any new enclaves
3. proposed uses of lands being annexed that are incompatible to adjacent uses or lands in unincorporated Seminole County
4. annexation and conversion of older residential houses/lots in subdivisions in the County to non-residential uses, as professional office, within the city

In 1999, Seminole County amended the Intergovernmental Coordination Element of the Comprehensive Plan to strengthen its policies regarding coordination with the School Board of Seminole County to meet requirements of Chapter 163, Florida Statutes. Those new coordination policies dealt with the need to enter into formal agreements with the School Board to co-locate other public facilities, such as parks or libraries, near new or existing school sites/plants, the need to share data information and provide a means for the County to review school locations. Implementation of these polices is underway, in addition to a strong history of intergovernmental coordination efforts with the Seminole County School Board.

The County adopted in 1992 an interlocal to collect school impact fees on residential building permits. Quarterly the County forwards these collected fees to the School Board to fund capital improvements, such as land acquisition, pedestrian access, signalization for school or pedestrian access and other improvements. The County will ~~need to~~ continue to work closely with the School Board to investigate alternative funding mechanisms for school capital improvements, such as the ~~upcoming~~ one-cent sales tax revenue referendum approved ~~scheduled~~ in September of 2001 which provided ~~whereby upon approval,~~ the School Board ~~would~~ receive twenty-five percent of the proceeds.

The School Board participated in the 1997 interlocal agreement between the County, all Cities, except Longwood, and the Seminole County School Board to establish a framework for coordination, communication and notification of proposed land use actions between the entities. A representative of the School Board sits on the Planning Technical Advisory Committee. The County in 1995 adopted as part of the Land Development Code provisions for public school locational criteria and site design standards. In 2003, the County ~~Efforts are currently underway to~~ entered into an interlocal agreement with the School Board and the Cities to ~~that would~~ address the review process for new public schools, the co-location of schools with other public facilities, such as parks or libraries and the location and extension of other public facilities needed by the school that are subject to concurrency, such as roads, water or sewer. The 2003 Interlocal was superceded by the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency". As of July 1, 2008, ~~After the interlocal agreement is finalized~~, Seminole County revised ~~will need to review the~~ regulations ~~presently~~ in the Land Development Code

and amended them as necessary for conformance to the 2007 interlocal agreement.

Other coordination efforts include the open invitation for a representative of the School Board to attend the County's weekly Development Review Committee meeting to provide input on development impacting school issues. The School Board by interlocal agreement leases space from the County for use of the County's fiber optic cable and can access available County information, such as the Geographical Information System (GIS). On an informal basis the County and the School Board share statistical information, particularly school enrollment figures and projections (for example, school enrollment data is used in forecasting travel demand). The County commits to continue to actively work with the School Board in making Seminole County a better place to learn.

One partnership between the School Board and the County, that has the potential to be broadened, is the sharing of recreational facilities. Although this is currently occurring at Greenwood Lakes Middle School and Red Bug Lake Elementary School with the adjacent county parks, additional joint use of facilities is feasible. The School Board currently has partnerships with the many of the Cities for the provisions of joint use of facilities and tied to this are numerous recreational programs underway. A good example is the cooperative efforts between the School Board and the City of Altamonte Springs by sharing of ballfields and the joint use of the pool at Lake Brantley High School.

(Revised: Amendment 07EX1.TXT04.3, Ordinance 2007-XX, 12/XX/2007)

Issue IGC 2 **Coordination with Electric and Other Private Utilities**

Coordination between private utilities and the County is important because utility lines are often located within County rights-of-way, are expensive to relocate and potentially impact surrounding land uses. The County should identify areas of ineffective coordination and adopt corrective measures.

Seminole County has public and private providers of utility services that fall within six transmission utility types: electric power, gas, water, sewer, cable and phone. Several issues are common to each of these: installation, maintenance and upgrade requirements; the location of transmission/distribution lines within or parallel to road rights-of-way; and the capital costs of installing, relocating and maintaining utilities.

INTERGOVERNMENTAL COORDINATIONAL ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL

The County shall ensure the effectiveness and efficiency of all governmental services and programs by fostering intergovernmental coordination between the county; its municipalities; adjacent governments; utilities and quasi-public agencies; and regional, state and federal governments.

OBJECTIVE IGC 1 COORDINATION OF PLAN WITH ADJACENT LOCALITIES AND THE SCHOOL BOARD

Seminole County shall coordinate its programs and Comprehensive Plan with the programs and plans of adjacent municipalities and counties and the Seminole County School Board to ensure effective and efficient delivery of public services through implementation of the following policies: *(Revised: Amendment 07EX1.TXT04.4, Ordinance 2007-XX, 12/XX/2007)*

Policy IGC 1.1 **Joint Planning Committees**

The County shall continue to use joint City/County planning committees, such as the Planning Technical Advisory Committee, to ensure consistency between comprehensive plan programs and issues.

Policy IGC 1.2 **Multiparty Development Agreements**

The County shall continue to seek multiparty agreements (e.g., City/County/developer tri-party agreements) as a means to expedite facility improvements and reduce public costs.

Policy IGC 1.3 **Coordinated Concurrency Management Systems**

The County shall continue to coordinate with the Cities and School Board in the implementation of their concurrency management system (ordinances and standards) for compatible adopted levels of service. *(Revised: Amendment 07EX1.TXT04.5, Ordinance 2007-XX, 12/XX/2007)*

Policy IGC 1.4 **Policy Coordination**

The County shall continue to participate in the Council of Local Governments of Seminole County (CALNO)~~(CLGSC)~~ to provide a policymaker forum to coordinate growth plans and programs and to resolve interlocal disputes. *(Revised: Amendment 07EX1.TXT04.6, Ordinance 2007-XX, 12/XX/2007)*

Policy IGC 1.5 **Advance Notification of Land Use Requests and Changes in Land Use Regulations**

The County shall continue to transmit advance notification of requests for land use, zoning and development approval and changes in land use regulations to Cities that may be affected as required through formal interlocal agreements with the Cities and to the School Board of Seminole County as required by the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency. *(Revised: Amendment 07EX.TXT04.7, Ordinance 2007-XX, 12/XX/2007)*

Policy IGC 1.6 **Interlocal Agreements for Land Use**

The County shall develop new, update or maintain existing interlocal agreements or Joint Planning Agreements with the Cities for future annexations which include procedures and criteria to implement, at a minimum, the following: compatibility between adjacent future land use designations, consistency between land development regulations, future annexation area, and/or utility service areas and land use compatibility in the designated Rural Area. The County will strive to implement any new local agreements or Joint Planning Agreements by December 31, 2002.

Policy IGC 1.7 **Support to Other Jurisdictions**

The Historical Commission shall provide support to other jurisdictions in their efforts to identify, preserve, protect and enhance public accessibility to historical resources.

Policy IGC.1.8 **Incorporated Policies**

The following policies from other elements are hereby incorporated into this Element by this reference thereto as if fully set forth herein verbatim:

Transportation Element

Policy TRA 14.13 Municipal Participation

The County shall promote and actively pursue the cooperation and participation of the several municipalities in funding their share of the cost for the delivery of transit services. The County shall continue to implement the Road Impact Fee Program on a Countywide basis.

Potable Water Element

Policy POT 4.4 Wholesale Agreements -Water

Housing Element

Policy HSG 9.1 Housing Program Implementation

The County's Community Development Office shall continue to be the lead agency to formulate a coordinated affordable housing development and assistance program and administer the County's various housing and community development/redevelopment activities.

Design Element

Policy DES 2.4 Coordination on Scenic, Canopy and Gateway Roads

The County shall continue, when appropriate, to pursue interlocal agreements and joint projects with municipalities and private agencies for the designation, implementation and funding of scenic and gateway roadway programs and identify and determine the feasibility of alternative revenue sources for the implementation of scenic corridor programs. A coordinated approach to the design of all roads in development corridors will be explored to seek establishment of a unified base-line for improvements on all highways in the development corridors and mixed-use centers in urban areas. As a condition of future joint planning agreements and other formal agreements, the County shall pursue provisions regarding the maintenance of County roadway overlay standards and other appropriate design standards.

Recreation and Open Space Element

Policy REC 8.3 Joint Projects

The County shall continue to pursue interlocal agreements and joint projects with municipalities and private agencies for the designation, implementation and funding of scenic roadway programs where appropriate.

Policy IGC 1.9 Joint Processes for Collaborative Planning

The County shall implement the processes for which it has responsibility under the "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency" which superceded a previous interlocal Agreement of 2003 adopted by the County, the Seminole County School Board and the seven cities. The 2007 Interlocal Agreement sets out processes for, among other issues: sharing of data such as population projection and student enrollment; joint planning for school site selection, remodeling and school closure; joint consideration for necessary off-site improvements such as sidewalks, roadways, water and sewer; inclusion of the School District's capital improvements program for school capacity in the Capital Improvements Elements of Agreement signatories as required by State Law; and the

uniform School Concurrency process to be implemented countywide. ~~By December 31, 2002, the County shall enter into an or revise/strengthen, as needed, an interlocal or other formal agreement with each of the municipalities within Seminole County, the School Board Seminole County and any unit of local government service providers that will:~~

A ~~Establish joint processes for collaborative planning and decision making on population projections and public school siting, the location and extension of public facilities subject to concurrency, and siting facilities with countywide significance, including locally unwanted land uses whose nature and identity are established in the agreement.~~

~~B~~Clearly articulate generally accepted principles and guidelines for coordination of the County's Comprehensive Plan with the plans of the School Board and other units of local government providing services but not having regulatory authority over the use of land, with adjacent municipalities, adjacent counties, the East Central Florida Regional Planning Council, and with the State Comprehensive Plan, as the case may require and as such adopted plans or plans in preparation may exist.

C ~~Establish joint planning areas for collaborative planning to be identified through mutual consent of the parties involved and typically include, but are not necessarily limited to, such considerations as areas subject to future annexation, provision of public services and facilities, land use compatibility, and conflict resolution.~~ *(Revised: Amendment 07EX1.TXT04.8, Ordinance 2007-XX, 12/XX/2007)*

B **Policy IGC 1.10 Coordinated Efforts to Protect Established Residential Areas**

The County will work diligently with the Cities for the protection of established residential uses, through formal and informal agreements. Emphasis will be placed on protecting homes from adverse impacts caused by incompatible land uses, cut through traffic, provide transitional uses where needed on border parcels and provide adequate separation of homes from land uses that are sensitive in nature, such as communication towers.

Policy IGC 1.11 Coordination of Trail Protection

The County shall encourage the Cities in Seminole County through interlocal agreements or other formal agreements to adopt trail corridor protection regulations similar to the County's regulations.

Policy IGC 2.14 **Interlocal Agreement with School Board**

The County shall continue to implement those processes for which it is responsible in accordance with the Interlocal Agreement titled "2007 Interlocal Agreement for Public School Facility Planning and School Concurrency" which the County entered into with the Seminole County School Board and the seven cities, as required by State Law. The 2007 Interlocal Agreement provides for sharing of data on student enrollment, population projections and educational facilities plans; procedures for joint planning for selection of new school sites, remodeling and closures of schools; inclusion of school capital improvement program for school capacity within the County and city Capital Improvement Elements in compliance with State Law; procedures for determining how services needed by a public school (such as sidewalks, roads, water or sewer) will be provided and a uniform Public School Concurrency process, as required by State Law. This Interlocal adopted in 2007 superceded an Agreement titled "Interlocal Agreement for Public School Facility Planning" that had been adopted in 2003.

~~By December 31, 2002, the County shall encourage the School Board to enter into an interlocal agreement that will establish a formal coordination framework. At a minimum, this agreement shall address: location of new schools, review process for new schools, co-location of public facilities, data coordination, and identify a system of conflict resolution over siting issues.~~

(Revised:Amendment 07EX1.TXT04.9, Ordinance 2007-XX, 12/XX/2007)

PUBLIC SCHOOL FACILITIES ELEMENT SUPPORT DOCUMENT

Introduction

All Elements (Chapters) of a comprehensive plan in the State of Florida are based on data and analyses that demonstrate why a community has adopted the goals, objectives and policies contained in the comprehensive plan. This Support Document provides the basic information that shaped the goal, objectives and policies for the Seminole County Public School Facilities Element, including historical information on the evolving effort to coordinate land use and public school facility planning.

Historically, Chapter 163 Florida Statutes (F.S.), the law governing local comprehensive planning, did not include school facility planning. Seminole County, the School Board and the cities initiated major efforts toward achieving coordination of land use and school facility planning with the adoption of an Interlocal Agreement in 1997. The Agreement created a framework for notification of proposed land use actions and a staff working committee called the Planning Technical Advisory Committee (PTAC). By 1999, in accordance with amendments to State Law, the County and cities had revised the Land Use Elements of their comprehensive plans to specify which land use designations allowed public schools as possible uses, and further refined processes to notify the School District and request comments on potential land development.

Seminole County and the cities within the County recognize the benefits of providing adequate public school facilities to their citizens and students in a timely manner. Because of the importance of the school system to the future of Seminole County, coordinated school planning among the County, the School District and the seven cities continues to be understood as critical to ensure that public school capacity needs are met.

To further the goal of coordination, the Seminole County School Board, the Seminole County Board of County Commissioners and governing bodies of seven cities adopted an Interlocal Agreement in 2007 that addressed coordination of public school facility and comprehensive land use planning. The County and cities also each adopted a Public School Facilities Element (PSFE) to their comprehensive plans. The PSFEs are compatible, establish countywide Levels of Service (LOS), and identify procedures for the district-wide school concurrency management process.

The process for developing both the 2007 Interlocal Agreement and the PSFEs involved the Planning Technical Advisory Committee (PTAC), comprised of staff representing each of the signatories to the Interlocal Agreement. During 2006 and 2007, the PTAC developed recommendations for coordination of land use and school facilities planning as the basis for the 2007 Interlocal Agreement. The PTAC also reviewed drafts of a model PSFE for use by all involved. As directed by the 2007 Interlocal Agreement, PTAC will meet a minimum of twice annually to discuss population and student projections, development trends, school needs, co-

location and joint use opportunities, infrastructure improvements needed to support schools and safe student access, the School Board Five-Year Capital Improvement Plan and school concurrency processes.

In addition to the PTAC, the 2007 Interlocal Agreement created the Public School Facilities Planning Committee (PSFPC), which will review the recommendations of PTAC and present recommendations to the School Board. This committee will serve as a standing committee to review the School Board Capital Improvement Plan, and will meet jointly with the School Board annually. The membership of this committee will include elected officials or their designees, and will further the process of ensuring coordination of land use and school facility planning.

Legislative Direction

Amendments to Section 163.3180, Florida Statutes (F.S.) enacted by the 2005 Florida Legislature with the passage of Senate Bill 360 mandated a comprehensive focus on school planning by requiring local governments and school boards to adopt district-wide school concurrency systems. School concurrency ensures coordination between local governments and school boards in planning and permitting developments that affect school capacity and utilization rates. The legislation also required inclusion of a Public School Facilities Element in all Florida jurisdiction Comprehensive Plans. Seminole County had a deadline of January 1, 2008 to adopt the new required element into its Plan.

Requirements

To implement school concurrency, local governments and school boards are required to:

- Prepare a public school Interlocal Agreement and revise the local government Intergovernmental Coordination Elements to include procedures for implementing school concurrency (Sections 163.3177(6)(h)(1) , 163.31777, F.S. and 163.3180(13) , Florida Statutes (F.S.);
- Adopt a Public School Facilities Element into the Comprehensive Plan (Sections 163.3180(13)(a) and 163.3177(12) , F.S., and Rule 9J-5.025 , F.A.C.);
- Adopt level of service standards to establish maximum permissible school utilization rates relative to capacity, and include these standards in an amended Capital Improvements Element of the Comprehensive Plan and in the updated Interlocal Agreement (Section 163.3180(13)(b) , F.S.);
- Establish a financially feasible Public School Capital Facilities Program and include this program in an amended Capital Improvements Element of the comprehensive plan (Section 163.3180(13)(d)1. , F.S.);
- Establish proportionate-share mitigation methodology and options to be included in the

Public School Facilities Element and the Interlocal Agreement (Section 163.3180(13)(e) , F.S.);

- Establish concurrency Service Areas (CSAs) for public schools to define the geographic boundaries of school concurrency, and include the CSA's in the updated Interlocal Agreement and in the supporting data and analysis for the Comprehensive Plan (Sections 163.3180(13)(c) and 163.3180(13)(g)(5) , F.S.).

Section 163.3180(13)(e), F.S. explains the standards for availability of school capacity to be considered in concurrency analysis in this manner: "Consistent with the public welfare, a local government may not deny an application for site plan, final subdivision approval, or the functional equivalent for a development or phase of a development authorizing residential development for failure to achieve and maintain the level-of-service standard for public school capacity in a local school concurrency management system where adequate school facilities will be in place or under actual construction within three years after the issuance of final subdivision or site plan approval, or the functional equivalent. School concurrency shall be satisfied if the developer executes a legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property, including, but not limited to, options described in subparagraph 1 of this section of Statute."

INVENTORY OF EXISTING CONDITIONS

Residential development is the primary factor driving the growth of and need for public school capacity. Existing conditions data are used to understand relationships between public school facilities, county demographics and residential development activity, and to identify conditions that may require improvements.

This section of the Support Document will identify historical and existing public school facility enrollment and capacity trends, County level population trends and recent residential development trends. Exhibits that summarize the information referenced in the Support Document are contained in the Exhibit section following the text of the Support Document. Exhibits are in alphabetical order.

Existing Public School Facilities, existing attendance zones, capacity and enrollment

9J-5.025(2)(a), Florida Administrative Code (F.A.C.)

Attendance Zones

The attendance zones for public schools are shown on the exhibit at the end of the narrative for

this Support Document. The exhibit is entitled "School Attendance Zone Boundary Maps" and is provided by the Seminole County School Board. Seminole County's students are currently served by fifty-nine (59) total school attendance zones, including thirty-seven (37) for elementary schools, twelve (12) for existing middle schools and ten (10) high schools. A complete listing of all schools is provided in the exhibit section of this Support Document. The exhibit is entitled "Inventory of Existing Public School Facilities Servicing Seminole County".

Charter and Special Needs Schools

Charter schools are typically created to improve student learning, to increase choices in learning opportunities for students and to provide students with a rich academic experience. Charter schools are funded by the State, have a contract (or charter) with the Seminole School district and are monitored by the School District and State. Typically, Charter schools do not have limited school service areas (attendance zones) and can accept students from throughout the County in which they are located. There are three charter schools and two special needs schools located in Seminole County. The list of charter and special needs schools is provided in the exhibit section of this Support Document. The exhibit is entitled "Charter Schools and Special Needs Schools".

One of the three charter schools was created with the specific purpose of addressing special needs. The capacity of charter schools other than special needs schools is included in the capacity analysis for determining the ability to achieve and maintain level of service for concurrency review calculations for future residential development.

Existing Public School Facility Capacity and Concurrency Service Areas

The current enrollment capacity of the schools in Seminole County is determined by comparing the number of permanent student stations to the number of students enrolled. The capacity measure is the "Florida Inventory of School Houses" (FISH). The exhibit entitled "Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency" contained in the exhibit section of this Support Document lists all public schools serving Seminole County, shows the existing permanent capacity, and identifies the current status of each school in terms of both percent over or under capacity, and percent of FISH capacity currently in use.

Schools are grouped by Concurrency Service Area (CSA) that define the geographic boundaries of school concurrency. The CSA maps were created as part of the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency, for purposes of providing the geographic basis for concurrency analysis. There are 10 CSAs for Elementary Schools (E1 - E10) and four each for the Middle and High Schools (M1 - M4 and H1 - H4). CSA maps are included within the exhibits section and are shown as a series ("Concurrency Service Area Boundary Series"). The exhibit displays whether schools are currently over or under capacity which helps identify whether a CSA will need future capacity expansion. Based upon the data and analysis for school

enrollment, the current district-wide school capacity utilization rate is 99%. The utilization rates by type of school are 102% for elementary, 97% for middle schools and 96% for high schools.

Information on the existing capacity of the entire Seminole County School District system was obtained from the website of the Florida Department of Education (DOE). The information is dated June 30, 2006. According to the FDOE, Seminole County's system contained 68,633 permanent student stations and 6,331 relocatable student stations, for a total capacity of 71,789 student stations. The total enrollment as of June 30, 2006, based on the Capital Outlay Full Time Equivalent (COFTE) numbers used by the FDOE, was 65,354. Therefore, the entire system was not seen as overcapacity.

Use of Concurrency Service Areas Rather Than Use of Whole District

It was determined that concurrency should be applied on a less than whole district basis from the outset, because concurrency service areas were to be used in future. Changes from whole district to less than whole district application of concurrency were anticipated to result in confusion to applicants as well as the creation of administrative burdens for those operating the concurrency management systems. Therefore, use of concurrency service areas was deemed to be the most logical approach from the outset. Initial consideration was given to the use of high school or middle school attendance zones as concurrency service areas. However, the school board staff advised that feeder schools (elementary and middle schools) boundaries do not always match up with the high schools they feed into, i.e., each attendance zone can be re-districted independently of the next level into which it feeds. To avoid the possibility of some middle or elementary school attendance areas serving two different concurrency service areas because their attendance zones do not match high school attendance zones, it was determined that three sets of concurrency service areas were needed.

Existing Population and development patterns

Section 163.3177(12)(c)

Population and housing data are important components in the planning of any public facilities or services. Seminole County, its cities and the Seminole County School Board have agreed to use projections issued by the Florida Department of Education (FDOE) and provided to the School Board, based on Capital Outlay Full Time Equivalent (COFTE) cohort projections, for purposes of public school facility planning. These figures are based on past enrollment. However, projections of increased population and new residential units by local governments based on land use patterns are also an important component in understanding the potential future impacts on public school capacity. Changes in land use that result in increased residential density generally increase population, although they may not automatically result in an increase in the school aged population. Increases in population are not evenly distributed throughout Seminole County and need to be closely and continuously evaluated in order to determine the need for new public

school facilities, and potential impacts on existing facilities.

Historical Population Statistics

Past population data were taken from the US Census Bureau. Population totals from 1980, 1990, and 2000 are depicted as an exhibit and can be used to identify historical changes in population growth. The exhibit is entitled "Historical Population Growth". The results of this comparison revealed that population is still growing in Seminole County, but at a slower rate. Between 1980 and 1990, total population increased by 60%. Between 1990 and 2000, however; population growth was 27%. While the rate of population growth accelerated again between 2000 and 2006, it is now believed this rate of growth has slowed in tandem with the deceleration in the housing market. Average household size, which is one indirect indicator of possible need for increased school facility capacity, declined between the decennial Census dates. Between 1980 and 1990, average household size declined 6.4%. Between 1990 and 2000, average household size declined 2.0%.

Existing Development Patterns

The past pattern of housing development impacts the demands for school capacity. The exhibit entitled "Profile of Housing Characteristics" summarizes the number of housing units by type of unit for Seminole County as of the 2000 Census. Based on this exhibit alone, it is clear that the County is heavily oriented toward single family housing, and utilization of the student generation rate for single family residential use has been prominently used in order to determine impact on schools.

The exhibit entitled "Housing Units Authorized by Building Permits" contains information for each city and unincorporated Seminole County, summarizing the number of building permits issued for single family and multi-family units in each jurisdiction between 2000 and 2005. Building permits for mobile homes are not included in this information. Building permit issuance is subject to market cycles, yet these data are beginning to depict important trends. .

Although single family units remain the dominant housing type, in the years 2000 and 2001, a significant number of building permits were issued for multi-family housing. Also of interest is the fact that building permits do not show a consistent pattern over time. For example, the City of Sanford's multi-family building permits more than doubled between 2000 and 2001, and then sharply dropped off in 2002. For unincorporated Seminole County, almost as many building permits were issued for multi-family units in 2000 as single family, but the same is not true of the unincorporated area in 2001. Multi-family building permits again increased in the unincorporated area in 2002, but again declined sharply in 2003 - 2004. This information pertains only to the building permits, not to actual certificates of occupancy, so it cannot be assumed to definitively represent the final building pattern. However, it is an important indicator of the direction of building patterns. As noted above, increases in population resulting from

residential construction are not evenly distributed throughout Seminole County and need to be closely and continuously monitored in order to determine the need for new public school facilities, and potential impacts on existing facilities. Nevertheless, the long-standing prevalence of single family units appears to be shifting in new construction where multi-family units make up an increasing share of the total.

Existing School Age Population and enrollment

The exhibit entitled "Population by Age" provides information on historical trends for all age groups within the County, including school aged children (ages 5 to 19), between the 1990 Census to the 2000 Census, with an estimate for 2006. This information shows that the school aged population represented 7.0% of the total population of Seminole County in 1990, and had declined to 6.8% of the County's population according to the 2000 Census. The estimate for school age population as of 2006 showed that this age cohort represented 7.1% of the population. However, it is also of interest to note that the median age of the total population in Seminole County continued to increase over this time period. Although this information is not definitive, this is an indication that the age distribution appears to be making small changes over time, toward an older population.

Household Count

The total count of households within a jurisdiction, as well as information about the occupancy of those households, can also be used to help determine the need for future school capacity. This information for Seminole County is shown in the exhibit entitled "Household Statistics." According to this exhibit, the total number of occupied households in Seminole County increased by 30% between the 1990 and 2000 Census counts. However, during that time period, the total number of occupied households with children increased by the lower percentage of 27%. During the same time period, the average household size decreased by 2%.

Projected Population and Development Patterns

Section 163.3177(12)(c)

During the process of performing the 2006 Evaluation and Appraisal Report (EAR) required by State Law for each local comprehensive plan, Seminole County prepared updated population projections for both permanent population (year-round residents) and 'functional' population (year-round + seasonal + population in group quarters) in five year increments from 2010 to the year 2025. The projection was performed by Seminole County, using a methodology reviewed and accepted by the State Department of Community Affairs (DCA). The County prepared its own projections, rather than using projections issued by the Bureau of Economic and Business Research (BEBR) of the University of Florida, because as of 2006, Seminole County had a limited amount of developable and redevelopable land available. BEBR projections are not limited by land availability. The explicit consideration of the land constraint is a hallmark difference

between the County and BEBR projections.

The County's projections are useful in helping to determine the need for public facilities in general, although, they are not broken-out by age cohort, they are by themselves an adequate guide to help determine the need for additional school capacity. Compared to BEBR projections, County projections show a slower overall increase in population over the planning horizon. The County's projected future population is contained in the exhibit entitled "Population Projections".

Student enrollment projections issued by the Florida Department of Education (FDOE) and provided to the School Board, based on Capital Outlay Full Time Equivalent (COFTE) cohort projections, anticipate increases for 2011. The enrollment projection exhibits are grouped together and are entitled "Elementary School Enrollment Projections - 2011; "Middle School Enrollment Projections - 2011" and "High School Enrollment Projections - 2011". It is of interest to note that the Seminole County School District reported that enrollments have declined for School Year 2006/2007, and that the enrollment projections provided by the FDOE did not include this observation point.

Future Development Patterns (2006 - 2011 and Long Term)

According to the findings of the 2006 Evaluation and Appraisal Report (EAR) of the Seminole County Comprehensive Plan, the County is approaching a level of maturity in the developed landscapes of the County whereby the most easily developed, sizable vacant parcels will have been either developed or committed to development. With this shift away from 'greenfield' development and toward an emphasis on the use of smaller 'infill' parcels originally avoided by developers, and the revitalization of older declining areas, comes a slower and less predictable growth rate. The EAR found that growth would, indeed, continue, but at a slower pace. The projected growth rate over the next planning horizon (from 2008 to 2025) was anticipated to average 15% annually.

Exhibit "Housing Units Authorized by Building Permits" revealed the fact that the rate of building permit issuance between 2000 and 2005 has varied from year to year. Similarly, it is anticipated that the rate of growth each year in this more mature phase of the County's development may also vary. The exhibit entitled "Seminole County Projected Residential Building Permits 2006 - 2011" displays this same feature. The projection anticipates an increase in multi-family housing permits, although the number of permits is still projected to be less than those issued for single family housing. The exhibit provides a projection of anticipated development for the five year period of 2006 - 2011.

A second exhibit, entitled "Projected Housing Construction Based on Available Land, 2010 - 2025", prepared originally for the EAR, projects that the future direction in housing units built based on availability of land will show an increased trend toward multi-family units within the

incorporated area, while single family remains the dominant type of housing in the unincorporated portions of the County. This exhibit provides a projection as to the development pattern over the long term planning period.

Should this pattern of increasing multi-family housing bear out, public school capacity planning may be affected. According to the exhibit entitled "Seminole County School District Student Generation Rates", single family homes generate more students than multi-family homes.

As noted above, the School District, the County and the cities are committed through the 2007 Interlocal Agreement to the use of student projections provided by the Department of Education based on Capital Outlay Full Time Equivalent (COFTE) cohort projections. The COFTE projections are based on prior enrollment. Over time, should the anticipated slowing of the development rate and movement toward more multi-family housing as shown herein take place, it is anticipated that enrollment figures will reflect this change. Annual sharing of data and ongoing coordination efforts should help to ensure that school capacity planning interrelates with the shift in the land development pattern within Seminole County.

Analysis of impact of projected development and enrollment on facilities

The following data series were used as primary data sources:

- existing enrollment and existing FISH capacity
- surplus and deficiencies (shown in the exhibit entitled "Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency"),
- existing and projected population, and
- existing development pattern and projected development.

Most of these data series came from the School Board and the Florida Department of Education. Utilizing these data, an analysis was performed of conditions that will impact public school capacity. As part of this analysis, the current and planned inventory of school facilities was reviewed in light of projected student population growth and available revenue to finance capital improvements. (Information on available revenue streams is contained in the exhibit entitled "Capital Improvement Revenue Sources". More detailed information explaining the revenue sources is found below.) The analysis was conducted to determine if the planned school capacity will be sufficient to accommodate the projected enrollment at the adopted level of service.

As noted above, the existing capacity of the entire Seminole County School District system (obtained from the website of the Florida Department of Education (FDOE) indicated that the entire system was not seen as overcapacity as of 2006. However, specific Concurrency Service

Areas (CSAs) were determined to be over capacity as shown in the exhibit entitled "Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency".

In addition to FDOE enrollment projections, forecasts of school aged population were also developed using the County's own population projections. As stated earlier, County population projections explicitly consider the availability of land in determining the ability to absorb future population growth. Utilizing these overall projections, the University of Florida's Shimberg Center produced a breakout of population by age cohort. The findings of this analysis are included in *Exhibit PSF: School Aged Children Projections, Based on Planning Population Projections*. As depicted in this exhibit, the numbers of school aged children are expected increase by year 2011 for all school levels (i.e., Elementary, Middle and High Schools). Of particular note, however, is the smaller scale of increase in school age population. In summary, between 2005 and 2011, the incremental increase in school aged children is modest compared to earlier County experience (1990 to 2006). In short, only 1,586 additional elementary school age children, 135 additional middle school age children, and 1,627 additional high school age children are expected in the County. Of course, these increases are derived from County projections and may not correspond to FDOE or School Board figures. Moreover, public school enrollment is also influenced by private school enrollment and demographics. Nevertheless, these figures suggest that Seminole County may be embarking on a slower growth trajectory in regard to school growth.

Given the projected enrollment and existing deficiencies, financially feasible improvements were programmed. These are shown in the exhibit entitled "Planned New Public School Facility Construction." Because the projected enrollment appears greater than the projected school age population that is anticipated to result from development, the programmed capacities will accommodate the anticipated development at the correct Levels of Service

The Goal, Objectives and Policies of the Public School Facilities Element and the school concurrency program, like the financially feasible public school capacity capital improvements program, were based on this data and analysis.

Analysis of Problems and Opportunities for Existing Schools and Schools Anticipated in Future Pertaining to Location - Sec. 163.3177(12)(c), F.S.

This portion of the Support Document analysis focuses on unincorporated Seminole County. The most significant problem for both existing schools and future schools is the increasing scarcity of vacant, developable land in unincorporated Seminole County within the urban services area. This land constraint also serves to limit the ability to co-locate public schools with other public facilities. This issue limits the ability of the Seminole County School District to locate sites for new schools that comply with the standards of the Florida Department of Education (FDOE). The scarcity of vacant land also limits the ability to expand most existing schools on their current

sites.

According to the 2006 Evaluation and Appraisal Report (EAR), unincorporated Seminole County had a total acreage of 149,017.61 as of 2004. The exhibit entitled "Vacant Developable Acres by Land Use Designation", which is based on the EAR findings, contains information on the number of acres that might be available for a future school. It is clear from the exhibit that the greatest number of vacant acres is found in the East Rural area of the County. Land designated Rural - 10 (allowing a maximum of 1 dwelling unit per 10 net acres) represents 28.05% of all vacant unincorporated land. Land designated Rural -5 represents 31.79% of all vacant unincorporated land.

The East Rural area is a County sector that is very restricted in use, in order to preserve its rural character. Only elementary schools are an allowable school use in this area. In addition, central sewer and water service is only available in limited locations, and rural road standards prevail. Rural road standards do not typically include sidewalks and other urban corridor amenities. In addition, the residents of Seminole County have expressed a strong desire to retain the rural character of the area by enacting an amendment to the County charter that grants the County the power of controlling land use on properties within that area described by legal definition (in both the County Charter and the Future Land Use Element of Seminole County's Comprehensive Plan), even if parcels are annexed into cities.

An opportunity for future schools in the unincorporated portions of Seminole County may be available, if a more 'urban' footprint can be used for those schools. Although the unincorporated county has had a land use designation for "Mixed Use" within its Future Land Use Plan, this was an applicant-driven designation that did not permit schools as an allowable use. With the adoption of text and map amendments in response to the 2006 EAR and the 2006 US 17-92 CRA Corridor Strategy, the Mixed Use land use designation is anticipated to be opened to uses such as public schools, and will be introduced via County-initiated comprehensive plan future land use map amendments into locations such as the US 17-92 corridor. Annual consultations between the County and the School Board, as outlined in the 2007 Interlocal Agreement, may help to turn this situation into an opportunity rather than a problem.

Based on this analysis, the issue of availability of land for future schools was identified in the Issues and Concerns section of the Public School Facilities Element, and Policy PSF 3.2 noted that the County will support the Seminole County School Board in pursuing alternate site sizes for public schools for a more urban area, given the absence of large tracts of vacant developable land in the urban service area.

Analysis of Opportunity to Co-locate Public Schools and Other Public Facilities, Community Focal Point - Sec. 163.3177(12)(c), F.S.

This section of the Support Document focuses on unincorporated Seminole County. The County is presently reorganizing, but, in past, one department (Library and Leisure Services) had the responsibility for planning and operating both parks and libraries. Currently, the Leisure Services Department is responsible for Parks and Recreation, and Libraries are now under the control of a separate Libraries Department.

Parks

The County's park system contains 24 parks (with one additional park now under development) and several single purpose facilities, such as boat ramps. The existing park system contained 1,582 acres as of 2004. In the past, park efforts had concentrated on the development of urban community parks equipped with active and passive recreational opportunities, and intended to serve residents countywide. Seminole County has no regional parks and relies on State Parks and County natural lands for large scale passive recreational experiences.

As land availability lessened, the effort shifted to smaller community parks. In accordance with Policy REC 1.1 of the Recreation and Open Space Element of the Seminole County Comprehensive Plan, 30 - 40% of every community park is to remain in open space use for purposes of wildlife habitat, protection of native vegetation and passive recreation. This limits the ability of existing parks to allow for co-location of a new public school or any other public use, unless the residents of the County decide that this policy should be changed.

The additional community park now under development, Jetta Point Park, will be a 45 acre park located at the trailhead of the Cross Seminole Trail. Roughly 25% of the park area contains wetlands which will be preserved, and the area next to the trail will be reserved for uses complementary to hiking. Equestrian uses will also be featured, along with active recreational areas. The park is located in Concurrency Service Area (CSA) E-1 for Elementary Schools and H-4 for High Schools, and appears to be on the boundary of CSAs M-3 and M-4 for Middle Schools. According to the exhibit entitled "Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency", none of those CSAs were not in compliance with the Level of Service, so this area would not have been identified as an area in need of additional capacity at the time that planning for this park was underway. It is anticipated that this park will be completed by 2008.

The majority of future park planning efforts may be focused on development of small neighborhood parks, where sufficient land for a community park is not available. According to Policy REC 6.1, it is the General Fund (ad valorem taxes) that is used as the major source of funds for acquisition of park lands. Given 2007 legislative changes that alter the ability of local governments to collect ad valorem taxes, it is not certain at this time whether a major effort to develop neighborhood parks will be financially feasible.

However, should an effort to develop neighborhood parks occur, the smaller size of the parks may mean co-location with a public school is not feasible, unless the footprint of the public school can become smaller, too. Administration of the Parks and Recreation Division presently works with the School District through interlocal agreements to jointly use recreation facilities located at public schools, and is eager to continue that relationship.

Libraries

Seminole County presently operates five libraries. The City of Winter Springs has expressed interest in a library, but, to date, no plans have been finalized. The Capital Improvements Element of the Seminole County Comprehensive Plan contains budget items only for the expansion of the book collection, not for expansion of library capacity through new construction. The existing libraries occupy small sites that would not have space for a public school co-location.

A survey of possible library improvements was administered to likely voters during the same time period when the 2006 Evaluation and Appraisal Report (EAR) of the Seminole County Comprehensive Plan was underway. The results indicated that, while respondents were favorably disposed toward the idea of expanding library space (especially space to be used by school children), there was no support for a financing mechanism to accomplish expansion. Co-location of future public schools with library facilities in unincorporated Seminole County, therefore; does not appear likely within the five year planning horizon.

Based on the foregoing analysis, policies calling for co-location of public schools with County facilities in the unincorporated area simply stated that the County would work with the School Board to examine this approach 'to the extent feasible.' (Policy PSF 3.2) However, the data indicate that this is unlikely to be accomplished without a change in the financial picture.

Other County Facilities

Other than roadways, stormwater improvements, fire facilities, police facilities and the Natural Lands Program, the County's capital budget does not envision additional public facilities, such as community centers. The roadways, stormwater improvements and public safety improvements do not lend themselves to co-location with public schools. The Natural Lands Program is intended to preserve valuable and fragile environmental assets and cannot be co-located with an intensive use such as a public school.

Community Focal Point

As noted above, unincorporated Seminole County lacks large tracts of land that can house significant new residential developments in the urban service area Most future development in

the unincorporated area is likely to occur within small infill properties, or as a part of the redevelopment of current commercial areas in need of revitalization through innovative approaches such as Mixed Use development. Seminole County is open to the idea of working in a partnership with the School Board and the private sector to include a school within such a redevelopment project that can serve as a Community Focal Point, but does not anticipate large scale projects at this time.

Analysis of Need for Supporting Facilities - Sec. 163.3177(12)(c), F.S.

This portion of the Support Document focuses primarily on supporting facilities that are provided within unincorporated Seminole County by the Board of County Commissioners of Seminole County (with the exception of sidewalks that are also provided within municipalities.) Each site proposed for a public school needs to be analyzed in terms of its own characteristics; some will be located within areas where all supporting facilities are already in place, while others may lack some facilities. The Seminole County development review process will identify any supporting facilities that are lacking. The following information summarizes existing approaches for some of the supporting facilities. Other facilities will require arrangements between the School District and the County during the development review process.

Sidewalk

The Seminole County Land Development Code (LDC) requires developers to install sidewalks as a part of the development review process, although waivers are available (especially in the East Rural Area.) However, many portions of the unincorporated area had been developed before the advent of this requirement. Accordingly, Seminole County initiated a Sidewalk Program, developed with voter support of the '2nd Generation One-Cent Sales Tax Program' in 2001. (The first generation sales tax program, adopted in 1990, expired in 2000.) The 2nd Generation Sales Tax Program included $40 million for sidewalks over a ten year period. Funds were included for both design and construction.

Priorities for the Sidewalk Program were established first through the School Safety Advisory Committee that had developed a priority list when the County funded these improvements with the use of pari-mutuel funds provided annually to the County in the amount of $450,000. A second list of priorities was developed from a 2000 study intended to address missing links or gaps in the sidewalk program, again focusing on school-related safety as a priority.

The highest priority was given to improvements within one and two miles of elementary schools, followed by middle schools. High schools were last in priority. The original two lists were used to develop the sidewalk program that was contained in the 2nd Generation Sales Tax Program. A

change in school attendance boundaries or a new school can alter these priorities. The Department of Public Works staff conducts an annual minor update of its programs that can revise the priorities as needed. In addition, during the development review process for any proposed school site, any gaps in sidewalks can be identified and decisions can be made at that time as to whether a gap can be remedied through the County's Sidewalk Program. For example, for the new Midway Elementary School, the Public Works staff met in May and June of 2007 to discuss potential locations of sidewalks, given that the County did not have available right-of-way in some locations.

Since the passage of the 2001 sales tax, the County has completed most of the highly ranked sidewalk projects. The proposed sidewalk budgets for fiscal years 2007-2008 and 2008-2009 include sidewalks to serve the new Midway Elementary School, a sidewalk on County Road 419 to serve Jackson Heights Middle School, sidewalks on County Road 46A to serve Seminole High School, sidewalks on West 27th Street to serve Pine Crest Elementary School and sidewalks on Snow Hill Road to serve Walker Elementary School.

Water and Sewer services

Within the East Rural area of the County, only elementary schools are an allowable use (K-6). Since little central sewer and water service is available within the rural area, a site that the Seminole County School District desires to use for an elementary school in this area will need to be approved for onsite potable water well and septic tank. This was the case for the Geneva Elementary School located in Concurrency Service Area (CSA) E-1. The development review process will ensure that the appropriate steps are taken to secure approval of the onsite systems.

Within the urban services area, Seminole County approaches the provision of water and sewer services to public schools in two ways. If Seminole County provides direct service to the site for a proposed public school, the school must install the connection to the central services. This is necessary because Seminole County's potable water and sanitary sewer systems are run as enterprise funds, so the other rate payers in the system are not made to pay for the installation of the connection. However, the Seminole County Board of County Commissioners did adopt an ordinance that exempted the Seminole County School District from paying the connection fees for central water and sewer service. The development review process will advise the School District of this exemption from connection fees.

Seminole County also provides bulk water service and wastewater treatment to some of the cities located within the County. One such example is the City of Lake Mary, which purchases potable water at a wholesale rate for resale to customers within the City. If a proposed public school site is located within a bulk customer of Seminole County's water or sewer system, then the City purchasing the service is responsible for paying the connection fee to the County. Cities that

purchase service from the County are made aware of this requirement.

Other Supporting Facilities

As stated in Section 5.3 of the 2007 Interlocal Agreement for Public School Facility Planning and School Concurrency, the School Board and Seminole County 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 parties will agree to the timing, location and party or parties responsible for financing construction, operating and maintenance of the required improvements.

Based on the analysis contained in this section and the wording of the 2007 Interlocal Agreement, Seminole County included Objective PSF 7 and its associated policies within the County's Public School Facilities Element.

School Attendance Zones, Concurrency Service Areas and the Process for Determining Concurrency - Chapter 9J-5.025(2)(a), Florida Administrative Code (F.A.C.)

Each school has its own school attendance zone. The exhibit entitled "School Attendance Zone Maps", provided by the Seminole County School Board, is included in the Exhibits section to this Support Document as required by the above referenced section of Florida Administrative Code.

Attendance zones shift as new school capacity is added. For concurrency purposes; therefore, it was determined that attendance zones alone would not be a good geographic analysis zone because of the need to change those zones. Therefore, Concurrency Service Areas (CSAs) were established that group together school attendance zones. The exhibit entitled "Concurrency Service Area Boundary series" is included in this Support Document.

When an application for residential development is reviewed by Seminole County for concurrency, the School District will evaluate the availability of school capacity within the CSA in accordance with the provisions of the "2007 Interlocal Agreement for Public School Capacity and Facility Planning for School Concurrency."

The process for determining concurrency capacity includes the following steps:

A. Any developer submitting a development permit application (such as site plan or final subdivision) with a residential component that is not exempt under the terms of the 2007 Interlocal 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).

C. 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.

The School Board concurrency test shall follow the following steps:

A. 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.

B. Test Review. Each SIA application will be reviewed in the order in which it is received by the School Board. As each application is reviewed, capacity that is available will be encumbered until the final disposition of the Development Application is made by the local government.

C. Passing the Test. If the available capacity of public schools for each type within the CSA [or contiguous CSAs as provided for 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.

D. Failing the Test. If the available capacity of public schools for any type within the CSA (or contiguous CSAs as provided for in 12.2(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) identifying what school capacity is available and what school capacity is not available and inform the developer may select one of the following options:

1. 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

2. 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 12.5 below; or

3. Appeal the results of the failed test pursuant to the provisions in Section 12.6 below; or

4. Withdraw the SIA application.

The School Board methodology for determining concurrency, shall follow the steps outline below:

A. Verification of the proposed development's projected students, as shown in the SIA application, shall be done.

B. New school capacity within a CSA which is in place or will be 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.

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.

Funding for Schools Facilities

The School District must rely on multiple revenue sources to fund the new construction, renovation and maintenance needs identified in its 5-Year Capital Facilities Plan. The funding is made available from both State and Local sources. The primary funding source for the Seminole County Capital Facilities Plan is derived from property and sales taxes. There are many additional sources such as impact fees, certificates of participation (COPs) and other forms of taxation. These typical sources of revenue are identified below.

- Property Tax - Florida Statutes allows School Districts to levy up to 2 mils to fund capital improvement programs for public schools. Seminole County levies the full 2 mils and it is the single largest constant revenue source for the School District, averaging $56 to $77 million during the five year planning horizon.
- Sales Tax - Sales taxes generated by Seminole County residents, business owners and tourists may be used for public school projects.
- State Class Size Reduction - The recent legislative mandates have provided additional state funding for smaller class sizes and early childhood education. The Seminole County

School Board will receive revenue of $21,076,049 in School Year 2006/07 from the State.

- PECO - The utility Public Education Capital Outlay fund is derived from State gross receipts tax revenue may be used for expansion projects for student stations.
- Impact Fees - New residential development in Seminole County is required to provide public school impact fees to offset a portion of the cost associated with the students generated by the development.
- CO&DS Bonds - The Capital Outlay and Debt Service funds derived from the motor vehicle license tax may be used for expansion projects for student stations.

The School Board may also receive other revenues from undesignated sources, such as new development, but these sources do not provide constant and predictable revenue.

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.

2007 INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING AND SCHOOL CONCURRENCY
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.

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, circulation space and like areas that do not carry permanent Florida Inventory of School Houses (FISH) capacity in 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 set aside 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.

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 otherwise agreed to by the School Board 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 may be appropriate 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 and School Board Policy 5.30. Initiation of attendance boundaries shall be at the sole discretion of the School Board.

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. Consider and approve proportionate share mitigation options for new residential development as appropriate.

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 **January 1, 2009**.

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. Changes in school attendance boundaries shall be governed by School Board Policy 5.30, Section 120.54 F.S. and applicable uniform rules for administrative proceedings.

2. At such time as the School Board determines that a school(s) attendance boundary is appropriate considering the above standards, the School Board shall transmit the revised attendance zones or CSAs and data and analysis to support the changes to the Cities, to the County, and to the PSFPC.

3. The County, Cities, and PSFPC shall review the proposed amendment within the times prescribed by Section 120.54 F.S.

4. The change to a Concurrency Service Area boundary shall conform to revised attendance boundaries and 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. By January 1, 2009, 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 encumbrance 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 12.5 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 be 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 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.

12.5 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 accept a 90 day encumbrance of available school capacity, and within the same 90 day period enter into negotiations 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 12.5(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 12.5(C) of this Agreement, constitutes final agency action by the School Board for purposes of Chapter 120, F.S.

12.6 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 for the proposed development has been encumbered. Capacity will not be reserved until the local government issues a 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.

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.

12.7 Reserved Capacity. School capacity will be reserved 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. When the local government issues a Development approval for a residential project it shall notify the School Board within 10 working days. The duration for which capacity is reserved shall be subject to the respective municipality's Land Development Code, but shall not exceed two years from the date of 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. Should a Development Approval for a residential development expire, the subject municipality shall notify the School Board. A capacity reservation fee will be established during the regulatory phase of this process.

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.

SECTION 19 EFFECTIVE DATE

19.1 Effective Date. This Agreement becomes effective as of January 1, 2008.

ATTEST:

_____
PATSY WAINWRIGHT, City Clerk

CITY OF ALTAMONTE SPRINGS

By: _____
RUSSEL HAUCK, Mayor

Date: _____

ATTEST:

_____
THELMA MCPHERSON, City Clerk

CITY OF CASSELBERRY

By: _____
BOB GOFF, Mayor

Date: _____

ATTEST:

_____
CAROL FOSTER, City Clerk

CITY OF LAKE MARY

By: _____
THOMAS C. GREENE, Mayor

Date: _____

ATTEST:

_____
SARAH M. MIRUS, City Clerk

CITY OF LONGWOOD

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:

_____
ANDREA LORENZO-LUACES
City Clerk

CITY OF WINTER SPRINGS

By: _____
JOHN F. BUSH, Mayor

Date: _____

Attest:

SEMINOLE COUNTY SCHOOL BOARD

_____
DR. BILL VOGEL, Superintendent

By: _____
BARRY GAINER, Chairman

Date: _____

ATTEST:

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

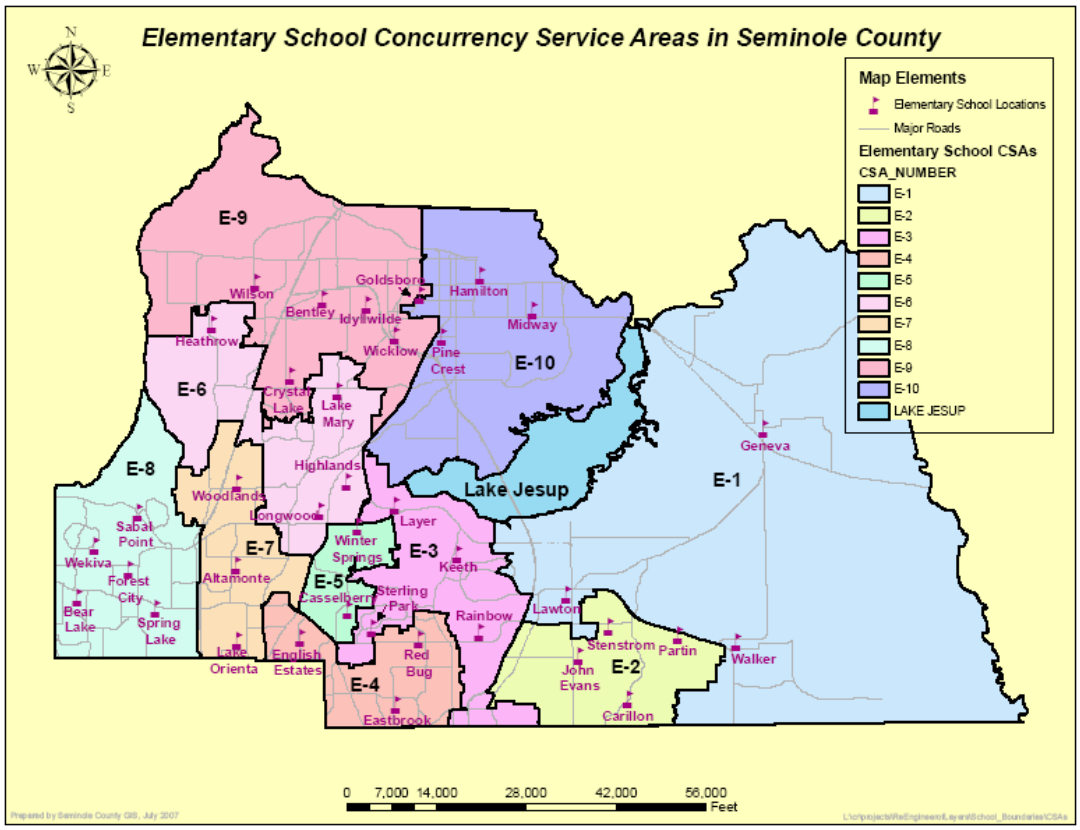
BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

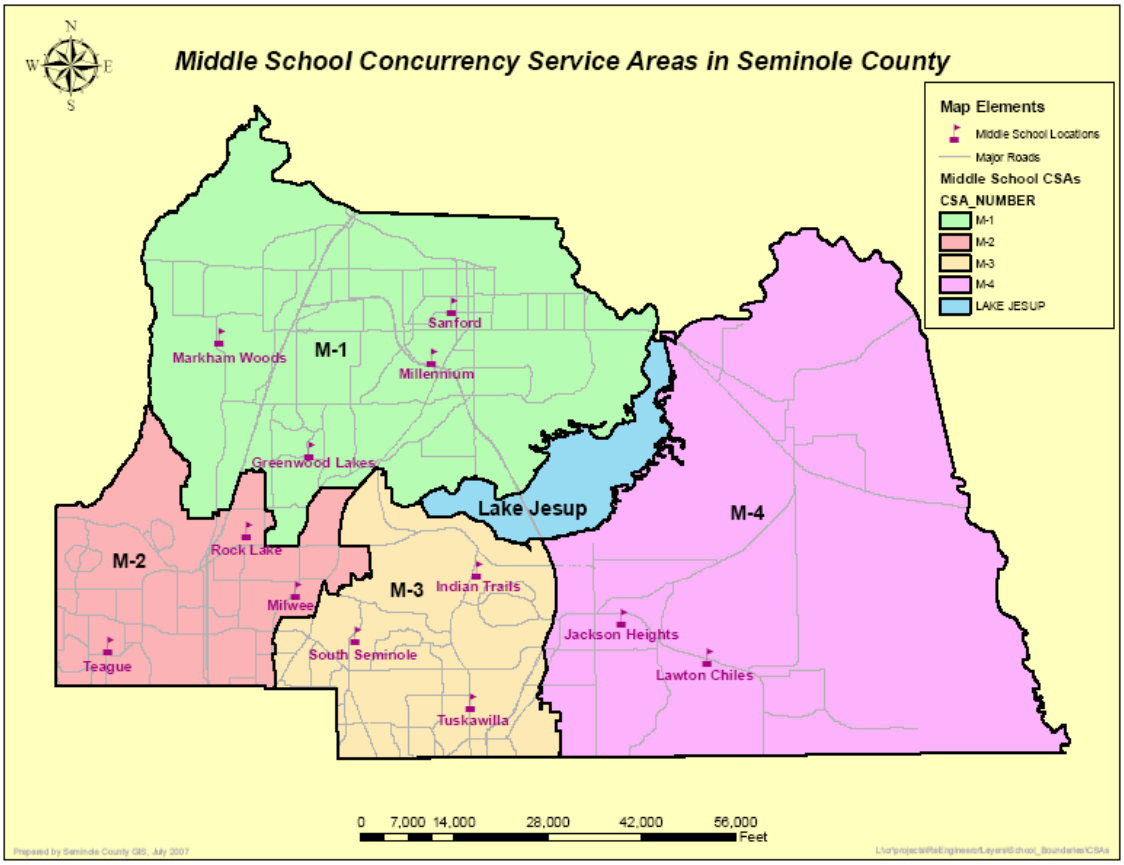
Date: _____

As authorized for execution by the Board of County Commissioners at their _____, 200____ regular meeting.

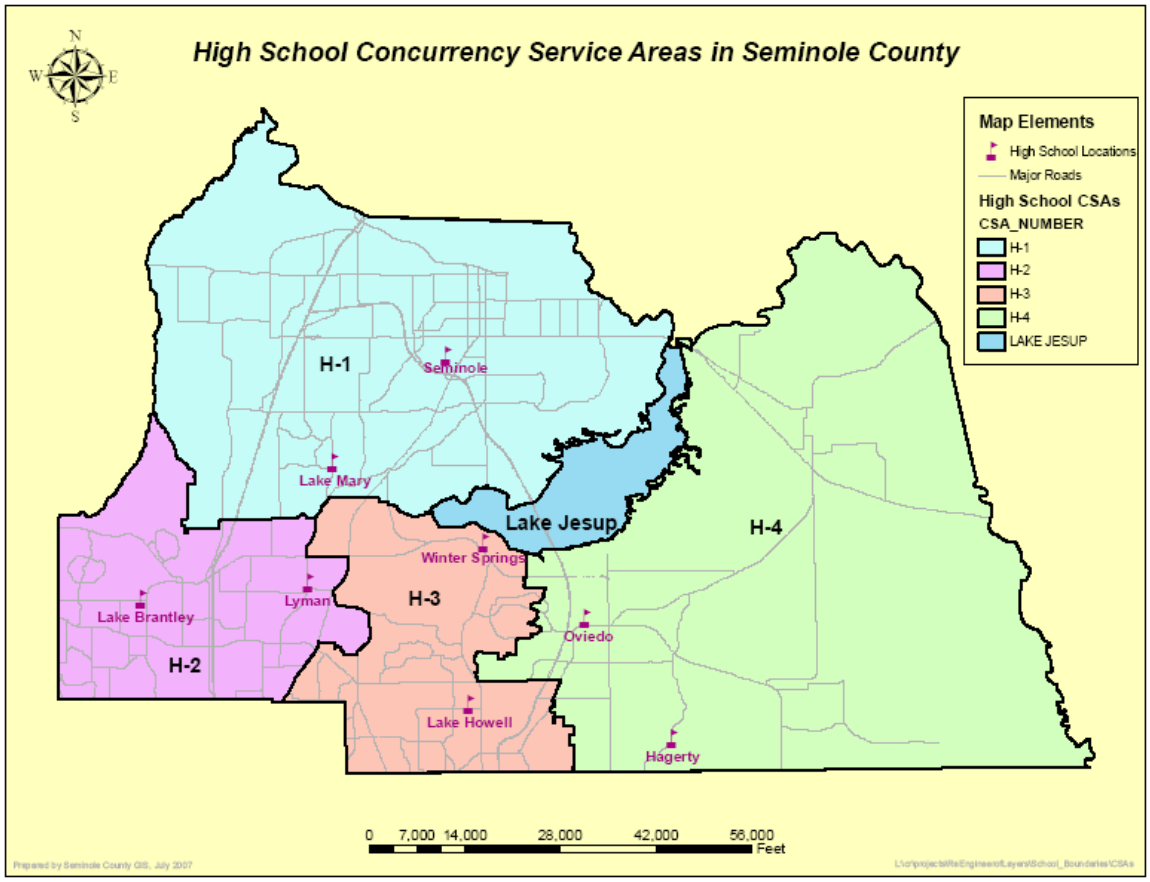
APPENDIX "A"
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



APPENDIX "A" Cont.
Concurrency Service Area Maps (CSA)



EXHIBITS:

- Capital Improvement Revenue Sources
- Charter Schools and Special Needs Schools
- Concurrency Service Area Boundary Series
  - Elementary School Concurrency Boundaries
  - Middle School Concurrency Boundaries
  - High School Concurrency Boundaries
- Enrollment Projections – 2011
  - Elementary School
  - Middle School
  - High School
- Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency
- Historical Population Growth
- Household Statistics
- Housing Units Authorized by Building Permits
- Impact Fee Rates
- Inventory of Existing Public School Facilities Servicing Seminole County
- Planned New Public School Facility Construction
- Population Growth by Age
- Population Projections
- Profile of Housing Characteristics
- Projected Residential Building Permits
- Proposed Public School Additions
- Projected Permanent School Capacity – 2011
  - Elementary School

VISION 2020

PSF

- Middle School
- High School

- Projected Housing Construction Based on Available Land
- School Aged Children Projections, Based on Planning Population Projections
- School Attendance Zones
  - Elementary School
  - Middle School
  - High School
- Seminole County School District Student Generation Rates
- Seminole County School Service Area Zone Series
- Tiered Level of Service Standards
- Vacant Developable Acres by Land Use Designation

Capital Improvement Revenue Sources

REVENUE	2007/08	2008/09	2009/10	2010/11	2011/12
STATE					
CLASS SIZE REDUCTION	$5,409,345				
PECO NEW CONSTRUCTION	$2,929,596	$1,985,715	$1,985,715	$1,985,715	$1,985,715
PECO MAINTENANCE	$3,815,185	$2,050,000	$2,505,000	$2,050,000	$2,050,000
CO&DS BONDS					
CO&DS	$368,064	$368,064	$368,064	$368,064	$368,064
LOCAL					
2 MILL	$63,432,790	$67,238,758	$71,273,083	$75,545,468	$80,082,436
SALES TAX	$18,617,585	$14,070,410	$9,270,699	$9,548,820	$4,844,968
IMPACT FEES	$3,500,000	$3,500,000	$3,500,000	$3,500,000	$3,500,000
GASOLINE TAX REFUND	$100,000	$100,000	$100,000	$100,000	$100,000
COPS					
RAN					
LOCAL CAP IMPROVEMENT/INTEREST	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000
UNDESIGNATED	$26,000,000				
SUB-TOTAL	$125,172,565	$90,312,947	$90,002,561	$94,102,067	$93,931,183
PRIOR YEAR CARRYOVER		$5,984,821	$27,164,852	$11,005,597	$3,194,086
	$125,172,565	$96,297,768	$117,167,413	$105,107,664	$97,125,269

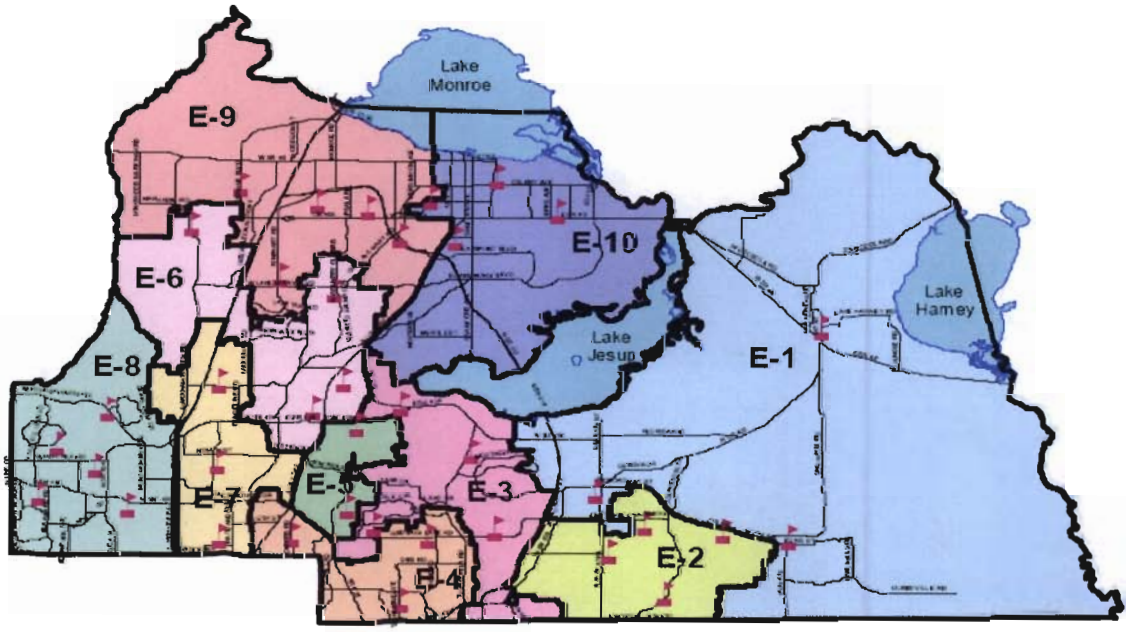
Charter Schools and Special Needs Schools

Facility Name	Type
Choices in Learning	Charter School
Rays of Hope	Charter School
UCP of Central Florida	Charter School for Special Needs
Rosenwald	Emotionally disabled school
Hopper Center	Special Needs

Source: Seminole County School Board, website 2007.

Concurrency Service Area Boundary Series

Elementary School Concurrency Boundaries



N

LEGEND

Elementary School Locations

Major Roads

Elementary School CSAs

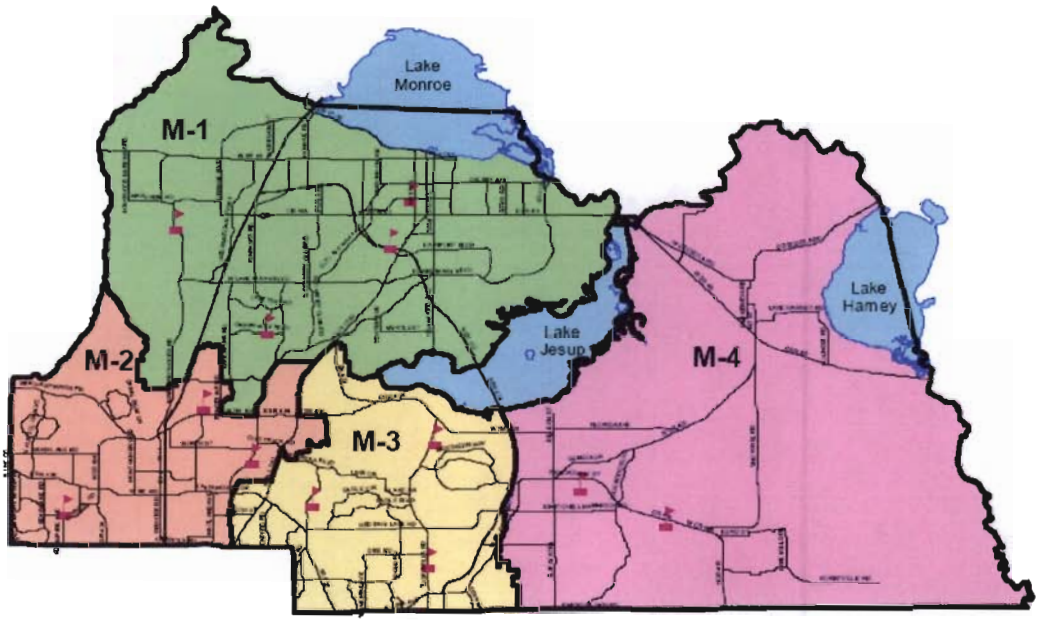
CSA_NUMBER

- E-1
- E-2
- E-3
- E-4
- E-5
- E-6
- E-7
- E-8
- E-9
- E-10
- LAKE JESUP

(Effective date of information: 7/20/2007)

Concurrency Service Area Boundary Series

Middle School Concurrency Boundaries



N

LEGEND

Middle School Locations

Major Roads

Middle School CSAs

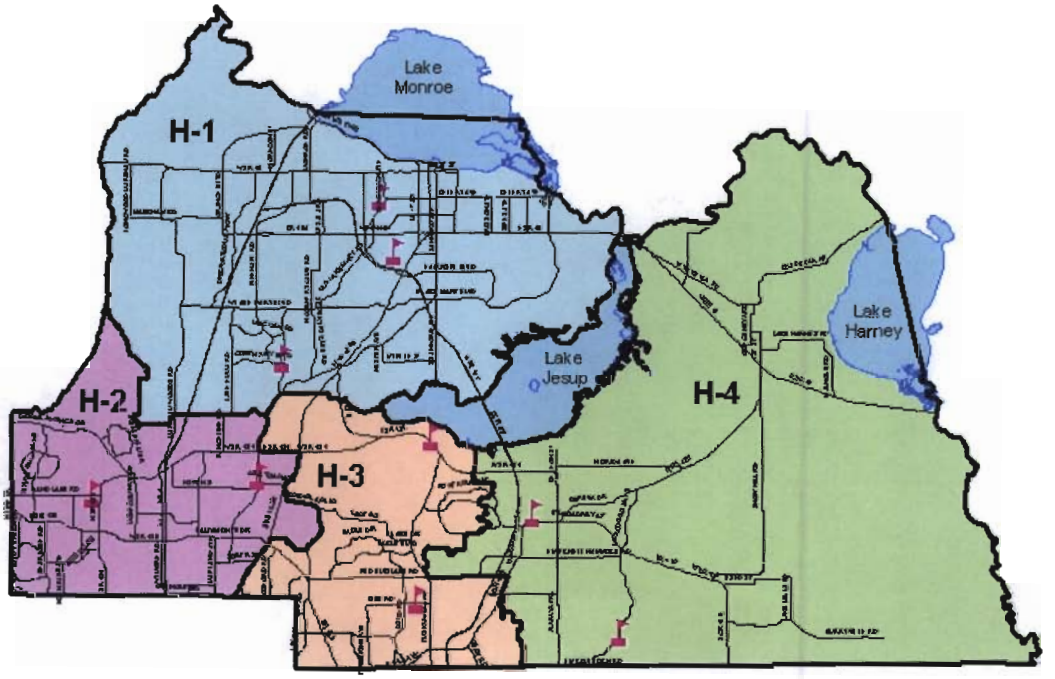
CSA_NUMBER

- M-1
- M-2
- M-3
- M-4
- LAKE JESUP

(Effective date of information: 7/20/2007)

Concurrency Service Area Boundary Series

High School Concurrency Boundaries



N

LEGEND

High School Locations

Major Roads

High School CSAs

CSA_NUMBER

- H-1
- H-2
- H-3
- H-4
- LAKE JESUP

(Effective date of information: 7/20/2007)

Elementary School Enrollment Projections – 2011

ELEMENTARY	ENROLLMENT 10/10/06	PROJ ENROLLMENT 2011
Geneva Elementary	502	485
Lawton Elementary	881	852
Walker Elementary	890	800
Carillon Elementary	801	775
Evans Elementary	858	884
Partin Elementary	795	723
Stenstrom Elementary	719	601
Keeth Elementary	776	557
Layer Elementary	634	711
Rainbow Elementary	888	724
Sterling Park Elementary	653	958
Eastbrook Elementary	816	789
English Estates Elementary	762	799
Red Bug Elementary	841	792
Casselberry Elementary	798	772
Winter Springs Elementary	632	611
Heathrow Elementary	1119	834
Highlands Elementary	546	528
Lake Mary Elementary	610	914
Longwood Elementary	668	646
Altamonte Elementary	864	958
Lake Orienta Elementary	699	894
Woodlands Elementary	815	788
Bear Lake Elementary	1079	992
Forest City Elementary	871	885
Sabal Point Elementary	815	938
Spring Lake Elementary	820	612
Wekiva Elementary	871	869
Bentley Elementary	975	902
Crystal Lake	661	639
Goldsboro Elementary	684	661
Idyllwilde Elementary	887	798
Wicklow Elementary	821	766
Wilson Elementary	950	852
Hamilton Elementary	816	701
Midway Elementary	409	711
Pine Crest Elementary	880	1039
New Elementary "M"		793
New Elementary "O"		793
Totals	**29106**	**30346**

Middle School Enrollment Projections – 2011

	ENROLLMENT	PROJ ENROLLMENT 2011
MIDDLE		**17026**
Milwee Middle	1146	1163.666877
Rock Lake Middle	1124	1170.673248
Teague Middle	1618	1498.754198
Greenwood Lakes Middle	1176	1194.129361
Markham Woods Middle	852	994.9047175
Millennium Middle	1746	1571.864159
New Middle "EE"		1411.428411
Sanford Middle	1319	1429.299735
Indian Trails Middle	1407	1387.261508
South Seminole Middle	1221	1197.175609
Tuskawilla Middle	1153	1252.729025
Chiles (New) Middle	1450	1441.180104
Jackson Heights Middle	1293	1312.933047
Total	**15505**	**17026**

High School Enrollment Projections – 2011

HIGH	ENROLLMENT 10/10/06	PROJ ENROLLMENT 2011
Quest	**110**	**118**
Lake Mary High	2589	3024
Crooms **(85% Utilization)**	529	622
Seminole High	3187	3257
	6305	**6903**
Lake Brantley High	3206	3145
Lyman High	2324	2688
	5530	**5834**
Lake Howell High	2241	2524
Winter Springs High	2489	2612
	4730	**5136**
Hagerty High	1052	1236
Oviedo High	2756	2934
	3808	**4170**
Totals	**20483**	**22161**

Florida Inventory of School Houses (FISH) Capacity and Enrollment Surplus/Deficiency

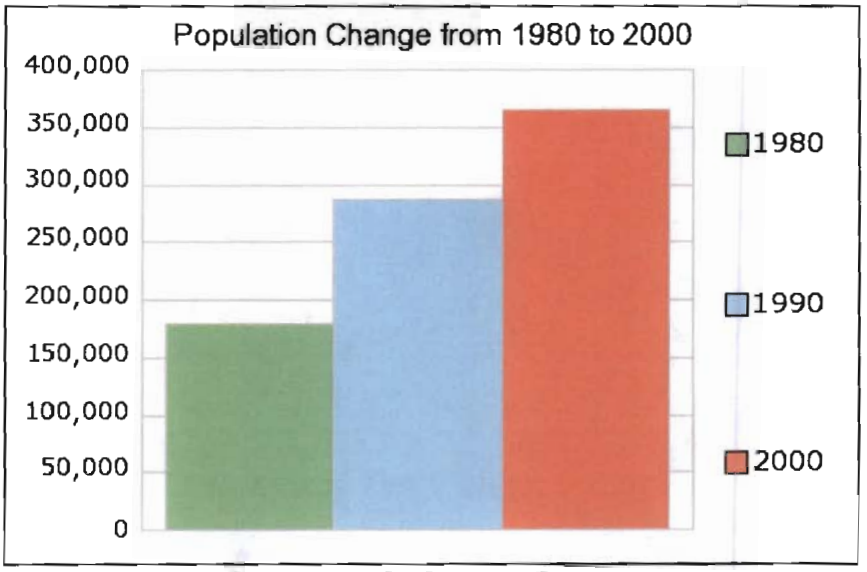
ELEMENTARY - CSA	EXISTING PERMANENT FISH CAPACITY		CURRENT PERMANENT BUILDING SCHOOL CAPACITY	
	PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (100%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Geneva Elementary – E1	601	601	-99	83.5%
Lawton Elementary – E1	882	882	-1	99.9%
Walker Elementary – E1	827	827	63	107.6%
	2310	**2310**	**-37**	**98.4%**
Carillon Elementary – E2	942	942	-141	85.0%
Evans Elementary – E2	966	966	-108	88.8%
Partin Elementary – E2	748	748	47	106.3%
Stenstrom Elementary – E2	622	622	97	115.6%
	3278	**3278**	**-105**	**96.8%**
Keeth Elementary – E3	576	576	200	134.7%
Layer Elementary – E3	735	735	-101	86.3%
Rainbow Elementary – E3	749	749	139	118.6%
Sterling Park Elementary – E3	501	501	152	130.3%
	2561	**2561**	**390**	**115.2%**
Eastbrook Elementary – E4	932	932	-116	87.6%
English Estates Elementary – E4	843	843	-81	90.4%
Red Bug Elementary – E4	819	819	22	102.7%
	2594	**2594**	**-175**	**93.3%**
Casselberry Elementary – E5	878	878	-80	90.9%
Winter Springs Elementary – E5	810	810	-178	78.0%
	1688	**1688**	**-258**	**84.7%**
Heathrow Elementary – E6	862	862	257	129.8%
Highlands Elementary – E6	625	625	-79	87.4%
Lake Mary Elementary – E6	638	638	-28	95.6%
Longwood Elementary – E6	715	715	-47	93.4%
	2840	**2840**	**103**	**103.6%**
Altamonte Elementary – E7	991	991	-127	87.2%
Lake Orienta Elementary – E7	475	475	224	147.2%
Woodlands Elementary – E7	840	840	-25	97.0%
	2306	**2306**	**72**	**103.1%**
Bear Lake Elementary – E8	1026	1026	53	105.2%

Forest City Elementary – E8	915	915	-44	95.2%
Sabal Point Elementary – E8	567	567	248	143.7%
Spring Lake Elementary – E8	633	633	187	129.5%
Wekiva Elementary – E8	713	713	158	122.2%
	3854	**3854**	**602**	**115.6%**
Bentley Elementary – E9	933	933	42	104.5%
Crystal Lake – E9	853	853	-192	77.5%
Goldsboro Elementary – E9	713	713	-29	95.9%
Idyllwilde Elementary – E9	825	825	62	107.5%
Wicklow Elementary – E9	792	792	29	103.7%
Wilson Elementary – E9	881	881	69	107.8%
	4997	**4997**	**-19**	**99.6%**
Hamilton Elementary – E10	725	725	91	112.6%
Midway Elementary – E10	385	385	24	106.2%
Pine Crest Elementary – E10	823	823	57	106.9%
Elementary System Total	**1933**	**1933**	**172**	**108.9%**

	EXISTING PERMANENT FISH CAPACITY		CURRENT PERMANENT BUILDING SCHOOL CAPACITY	
MIDDLE - CSA	**PERM NO. STUDENT STATIONS**	**SCHOOL (FISH) CAPACITY (90%)**	**OVER(+)/BELOW(-) CAPACITY**	**% OF FISH CAPACITY**
Milwee Middle – M2	1446	1301	-155	88.1%
Rock Lake Middle – M2	1281	1153	-29	97.5%
Teague Middle – M2	1640	1476	142	109.6%
	4367	**3930**	**-42**	**98.9%**
Greenwood Lakes Middle – M1	1423	1281	-105	91.8%
Markham Woods Middle – M1	1390	1251	-399	68.1%
Millennium Middle – M1	1720	1548	198	112.8%
New Middle "EE" – M1				
Sanford Middle – M1	1564	1408	-89	93.7%
	6097	**5487**	**-394**	**92.8%**
Indian Trails Middle – M3	1518	1366	41	103.0%
South Seminole Middle – M3	1310	1179	42	103.6%
Tuskawilla Middle – M3	1389	1250	-97	92.2%
	4217	**3795**	**-14**	**99.6%**
Chiles (New) Middle – M4	1577	1419	31	102.2%
Jackson Heights Middle – M4	1494	1345	-52	96.2%
	3071	**2764**	**-21**	**99.2%**
Middle School System Total	**17752**	**15977**		

HIGH SCHOOL - CSA	EXISTING PERMANENT FISH CAPACITY		CURRENT PERMANENT BUILDING SCHOOL CAPACITY	
	PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (95%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Quest	**125**	**119**	-9	92.6%
Lake Mary High - H1	2980	2831	-242	91.5%
Crooms - H1	948	806	-277	65.6%
Seminole High - H1	3209	3049	138	104.5%
	7137	**6685**	**-380**	**94.3%**
Lake Brantley High – H2	3099	2944	262	108.9%
Lyman High – H2	2649	2517	-193	92.3%
	5748	**5461**	**69**	**101.3%**
Lake Howell High – H3	2487	2363	-122	94.9%
Winter Springs High – H3	2574	2445	44	101.8%
	5061	**4808**	**-78**	**98.4%**
Hagerty High – H4	2890	2746	-1694	38.3%
Oviedo High – H4	2891	2746	10	100.3%
	5781	**5492**	**-1684**	**69.3%**
High School System Total	**23852**	**22565**		

Historical Population Growth



Source: U.S. Census Bureau

	1980	1990	Percent Change 1980 to 1990	2000	Percent Change 1990 to 2000
Population	179,752	287,528	60.0%	365,196	27.0%
Percent Female	51.6%	51.1%	58.3%	51.0%	26.9%
Percent Male	48.4%	48.9%	61.8%	49.0%	27.2%
Total Households	63,250	107,656	70.2%	139,572	29.6%
Average Household Size	2.82	2.64	-6.4%	2.59	-2.0%
Family Population	161,675	240,297	48.6%	306,065	27.4%
Group Quarters Population	1,078	2,856	164.9%	3,606	26.3%

Source: U.S. Census Bureau

Household Statistics

	1990 Census	2000 Census	% Change '90-'00
Total Occupied Households	107,656	139,572	30%
Total Occupied Households with Children	40,720	51,594	27%
Ave Hhld Size	2.64	2.59	-2%
Length of Residence:			
Stability (In Res. 5+ Yrs)	41.00%	41.20%	
Turnover (% Yearly)	26.00%	24.50%	

Source: U.S. Census Bureau, Decision Data Resources, Inc.

Housing Units Authorized by Building Permits

(Does not include mobile homes)

Jurisdiction	2000		2001		2002		2003		2004		2005	
	SF	MF	SF	MF	SF	MF	SF	MF	SF	MF	SF	MF
Altamonte Springs	13	72	8	110	8	52	5	98	35	89	9	7
Casselberry	85	0	71	112	62	0	126	0	72	0	27	0
Lake Mary	244	0	253	0	276	0	303	0	285	0	101	0
Longwood	15	0	15	0	22	0	12	0	10	0	25	0
Oviedo	241	6	308	12	168	12	381	2	362	16	400	4
Sanford	327	530	132	1334	125	14	524	500	686	42	1011	63
Winter Springs	195	8	127	8	204	0	186	0	205	42	159	0
Unincorporated	1347	1336	1311	294	1118	754	1411	57	2212	40	2082	264
Totals	2467	1952	2225	1870	1983	832	2948	657	3867	229	3814	338

Source:

Bureau of Economic and Business Research, University of Florida

Florida Statistical Abtracts of 2001 through 2006

Impact Fee Rates

Residence Type	Impact Fee Rat Per Unit
Single Family	$1,384
Multi-Family	$639
Mobile Home	$955

Inventory of Existing Public School Facilities Servicing Seminole County

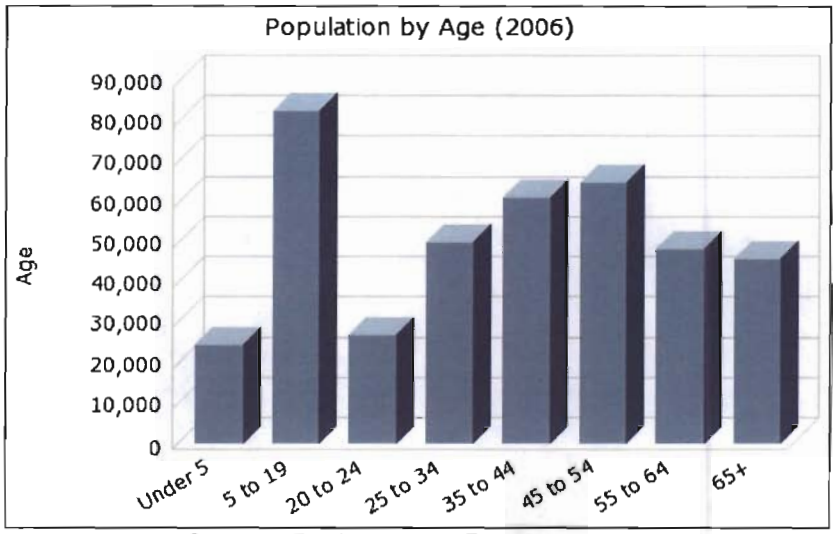
ELEMENTARY	MIDDLE SCHOOL	HIGH SCHOOL
Geneva Elementary	Milwee Middle	Quest
Lawton Elementary	Rock Lake Middle	
Walker Elementary	Teague Middle	
Carillon Elementary	Greenwood Lakes	Lake Mary High
Evans Elementary	Markham Woods Middle	Crooms
Partin Elementary	Millennium Middle	Seminole High
Stenstrom Elementary	New Middle "EE"	
	Sanford Middle	
Keeth Elementary		
Layer Elementary	Indian Trails Middle	Lake Brantley High
Rainbow Elementary	South Seminole Middle	Lyman High
Sterling Park Elementary	Tuskawilla Middle	
Eastbrook Elementary	Chiles (New) Middle	Lake Howell High
English Estates	Jackson Heights Middle	Winter Springs High
Red Bug Elementary		
Casselberry Elementary		Hagerty High
Winter Springs		Oviedo High
Heathrow Elementary		
Highlands Elementary		
Lake Mary Elementary		
Longwood Elementary		
Altamonte Elementary		
Lake Orienta Elementary		
Woodlands Elementary		
Bear Lake Elementary		
Forest City Elementary		
Sabal Point Elementary		
Spring Lake Elementary		
Wekiva Elementary		
Bentley Elementary		
Crystal Lake		
Goldsboro Elementary		
Idyllwilde Elementary		
Wicklow Elementary		
Wilson Elementary		
Hamilton Elementary		
Midway Elementary		
Pine Crest Elementary		

Planned New Public School Facility Construction

Capital Improvement Budget

NEW CONSTRUCTION	2007/08	2008/09	2009/10	2010/11	2011/12
LAND				$6,000,000	
NEW MIDWAY ELEM	$2,000,000				
NEW ELEMENTARY SCHOOL (SITE TBD)		$1,000,000	$15,000,000		
NEW ELEMENTARY SCHOOL (SITE TBD)			$1,000,000	$15,000,000	
NEW MIDDLE (SITE TBD)				$2,000,000	$33,000,000
NEW HIGH SCHOOL (SITE TBD)					$5,000,000
30 MODULAR CLASSROOMS	$3,180,000				
ROSENWALD		$1,000,000	$15,000,000		

Population by Age



Source: Decision Data Resources, Inc.

Age Bracket	1990 Census	Share	2000 Census	Share	2006 Estimate	Share	Share Loss/Gain 2000-'06
0 to 4	20,042	7.00%	23,062	6.30%	24,291	6.00%	Loss
5 to 14	40,651	14.10%	53,779	14.70%	53,978	13.40%	Loss
15 to 19	20,101	7.00%	24,802	6.80%	28,677	7.10%	Gain
20 to 24	19,641	6.80%	21,559	5.90%	26,752	6.60%	Gain
25 to 34	52,585	18.30%	51,933	14.20%	49,757	12.30%	Loss
35 to 44	49,904	17.40%	64,959	17.80%	60,941	15.10%	Loss
45 to 54	31,958	11.10%	54,636	15.00%	64,869	16.10%	Gain
55 to 64	22,943	8.00%	31,613	8.70%	48,188	11.90%	Gain
65 to 74	18,092	6.30%	21,392	5.90%	26,493	6.60%	Gain
75 to 84	9,038	3.10%	13,468	3.70%	14,456	3.60%	Loss
85+	2,564	0.90%	3,993	1.10%	4,933	1.20%	Gain
Median Age:	33.3		36.2		38.3		

Source: Decision Data Resources, Inc.

Population Projections

SEMINOLE COUNTY POPULATION RESIDENT (YEAR-ROUND ONLY) AND FUNCTIONAL (YEAR-ROUND+SEASONAL)				
RESIDENT POPULATION (October 1)				
AREA	2010	2015	2020	2025
Unincorporated	234,075	248,692	253,751	255,075
Total County	457,207	482,190	490,195	492,260
FUNCTIONAL POPULATION (October 1)				
AREA	2010	2015	2020	2025
Unincorporated	236,621	251,263	256,379	257,764
Total County	464,634	489,954	498,250	500,582

Source: Seminole County Traffic Analysis Zone data

Profile of Housing Characteristics - 2000

SEMINOLE COUNTY HOUSING UNITS BY TYPE CENSUS 2000	
Single Family	95,809
Multi-Family	46,024
Mobile Home (incl. RV)	5246
Total	147,079

Projected Residential Building Permits

Seminole County Projected Residential Building Permits 2006 - 2011											
2006		2007		2008		2009		2010		2011	
SF	MF	SF	MF	SF	MF	SF	MF	SF	MF	SF	MF
2744	1343	2817	1358	2638	1329	2277	1226	2017	1125	1718	1025

Proposed Public School Additions

REMODELING & ADDITIONS	2007/08	2008/09	2009/10	2010/11	2011/12
GREENWOOD LAKES MIDDLE			$800,000	$11,000,000	
CASSELBERRY					$1,000,000
HAMILTON				$1,000,000	$7,000,000
IDYLLWILDE ADMIN			$500,000	$1,000,000	
JACKSON HEIGHTS ROUND BLDG			$500,000	$6,000,000	
LAKE ORIENTA	$11,000,000				
PINE CREST ADDITION/REMODELING			$4,000,000	$10,000,000	
SEMINOLE HIGH	$18,000,000	$5,000,000			
SMALL PROJECTS	$1,395,000	$700,000	$700,000	$700,000	$700,000
SPRING LAKE		$1,000,000	$10,000,000		
STENSTROM			$1,000,000	$9,000,000	
WEKIVA		$1,000,000	$11,000,000		
WILSON/GENEVA PODS				$800,000	$6,000,000

Projected Permanent School Capacity - 2011

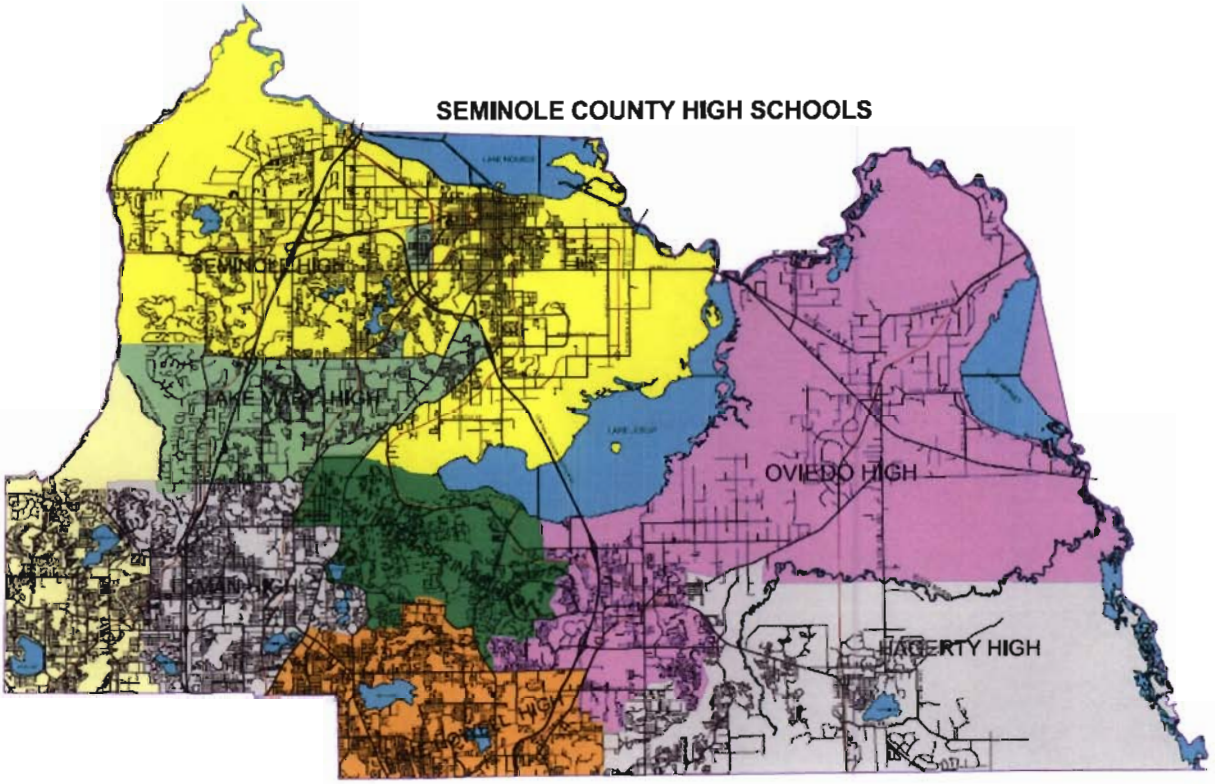
ELEMENTARY	5 Year CIP Additions	PROJECTED PERMANENT BUILDING SCHOOL CAPACITY 2011			
		PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (100%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Geneva Elementary	0	601	601	-116	80.8%
Lawton Elementary	0	882	882	-30	96.6%
Walker Elementary	0	827	827	-27	96.7%
		2310	**2310**	**-173**	**92.5%**
Carillon Elementary	0	942	942	-167	82.2%
Evans Elementary	0	966	966	-82	91.5%
Partin Elementary	0	748	748	-25	96.7%
Stenstrom Elementary	0	622	622	-21	96.7%
		3278	**3278**	**-295**	**91.0%**
Keeth Elementary	0	576	576	-19	96.7%
Layer Elementary	0	735	735	-24	96.7%
Rainbow Elementary	0	749	749	-25	96.7%
Sterling Park Elementary	490	991	991	-33	96.7%
		3051	**3051**	**-101**	**96.7%**
Eastbrook Elementary	0	932	932	-143	84.7%
English Estates Elementary	0	843	843	-44	94.8%
Red Bug Elementary	0	819	819	-27	96.7%
		2594	**2594**	**-214**	**91.8%**
Casselberry Elementary	0	878	878	-106	87.9%
Winter Springs Elementary	0	810	810	-199	75.4%
		1688	**1688**	**-305**	**81.9%**
Heathrow Elementary	0	862	862	-28	96.7%
Highlands Elementary	0	625	625	-97	84.5%
Lake Mary Elementary	335	973	973	-59	93.9%
Longwood Elementary	0	715	715	-69	90.3%
		3175	**3175**	**-254**	**92.0%**
Altamonte Elementary	0	991	991	-33	96.7%
Lake Orienta Elementary	450	925	925	-31	96.7%

ELEMENTARY	5 Year CIP Additions	PROJECTED PERMANENT BUILDING SCHOOL CAPACITY 2011			
		PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (100%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Woodlands Elementary	0	840	840	-52	93.8%
		2756	**2756**	**-115**	**95.8%**
Bear Lake Elementary	0	1026	1026	-34	96.7%
Forest City Elementary	0	915	915	-30	96.7%
Sabal Point Elementary	403	970	970	-32	96.7%
Spring Lake Elementary	0	633	633	-21	96.7%
Wekiva Elementary	186	899	899	-30	96.7%
		4443	**4443**	**-147**	**96.7%**
Bentley Elementary	0	933	933	-31	96.7%
Crystal Lake	0	853	853	-214	74.9%
Goldsboro Elementary	0	713	713	-52	92.8%
Idyllwilde Elementary	0	825	825	-27	96.7%
Wicklow Elementary	0	792	792	-26	96.7%
Wilson Elementary	0	881	881	-29	96.7%
		4997	**4997**	**-379**	**92.4%**
Hamilton Elementary	0	725	725	-24	96.7%
Midway Elementary	350	735	735	-24	96.7%
Pine Crest Elementary	252	1075	1075	-36	96.7%
		2535	**2535**	**-84**	**96.7%**
New Elementary "M"	820	871	871	-78	91.0%
New Elementary "O"	820	871	871	-78	91.0%
Totals	**4106**	**32569**	**32569**		

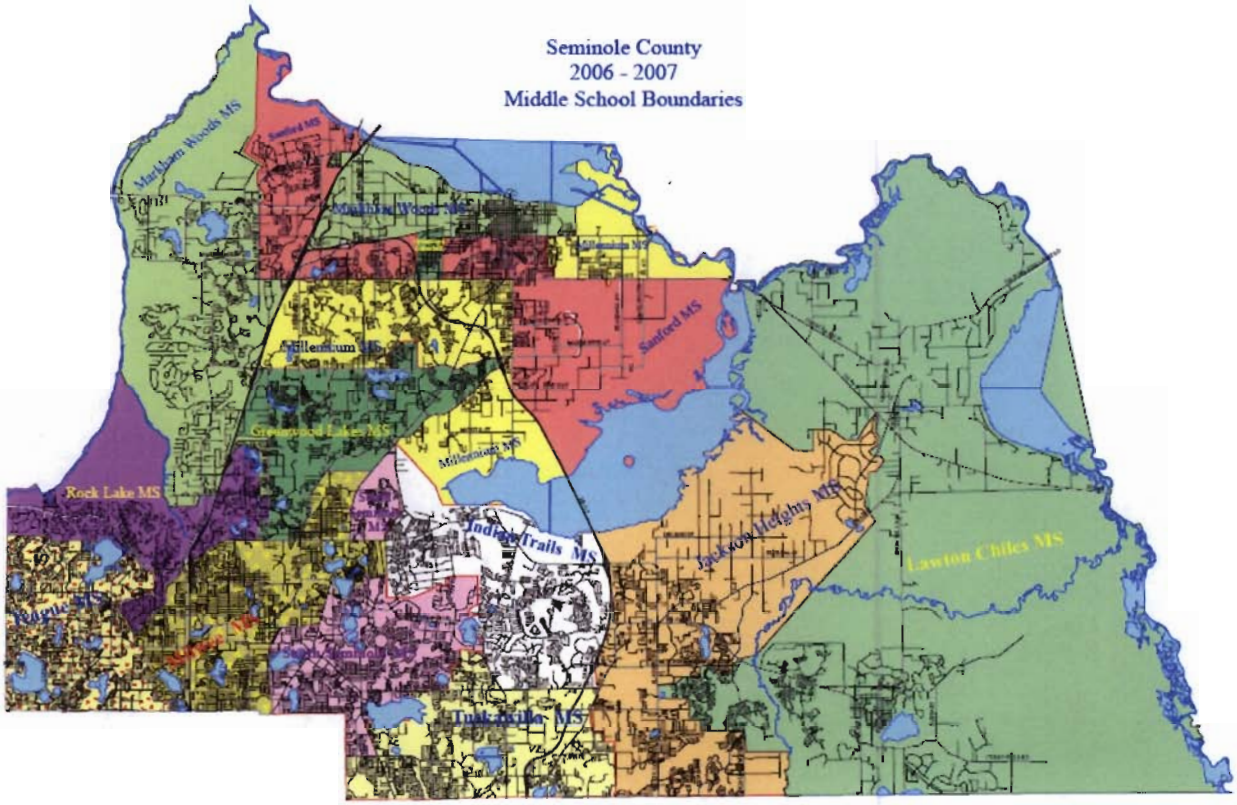
MIDDLE	5 Year CIP Addition	PROJECTED PERMANENT BUILDING SCHOOL CAPACITY 2011			
		PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (100%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Milwee Middle	0	1446	1301	-138	89.4%
Rock Lake Middle	0	1281	1153	18	101.5%
Teague Middle	0	1640	1476	23	101.5%
		4367	**3930**	**-97**	**97.5%**
Greenwood Lakes Middle	0	1423	1281	-87	93.2%
Markham Woods Middle	0	1390	1251	-256	79.5%
Millennium Middle	0	1720	1548	24	101.5%
New Middle "EE"	1390	1390	1251	160	112.8%
Sanford Middle	0	1564	1408	22	101.5%
		7487	**6738**	**-137**	**98.0%**
Indian Trails Middle	0	1518	1366	21	101.5%
South Seminole Middle	0	1310	1179	18	101.5%
Tuskawilla Middle	0	1389	1250	3	100.2%
		4217	**3795**	**42**	**101.1%**
Chiles (New) Middle	0	1577	1419	22	101.5%
Jackson Heights Middle	0	1494	1345	-32	97.6%
		3071	**2764**	**-10**	**99.6%**
Totals	**1390**	**19142**	**17228**		

HIGH	D 5 Year CIP Addition	PROJECTED PERMANENT BUILDING SCHOOL CAPACITY 2011 PERM NO. STUDENT STATIONS	SCHOOL (FISH) CAPACITY (100%)	OVER(+)/BELOW(-) CAPACITY	% OF FISH CAPACITY
Quest	0	125	119	-6	95.2%
Lake Mary High	0	2980	2831	164	105.8%
Crooms	0	948	901	-302	66.4%
Seminole High	0	3209	3049	251	108.2%
		7137	**6780**	**112**	**101.7%**
Lake Brantley High	0	3099	2944	242	108.2%
Lyman High	0	2649	2517	88	103.5%
		5748	**5461**	**330**	**106.0%**
Lake Howell High	0	2487	2363	194	108.2%
Winter Springs High	0	2574	2445	201	108.2%
		5061	**4808**	**395**	**108.2%**
Hagerty High	0	2890	2746	-1556	43.3%
Oviedo High	0	2891	2746	226	108.2%
		5781	**5492**	**-1330**	**75.8%**
Totals	**0**	**23852**	**22659**		

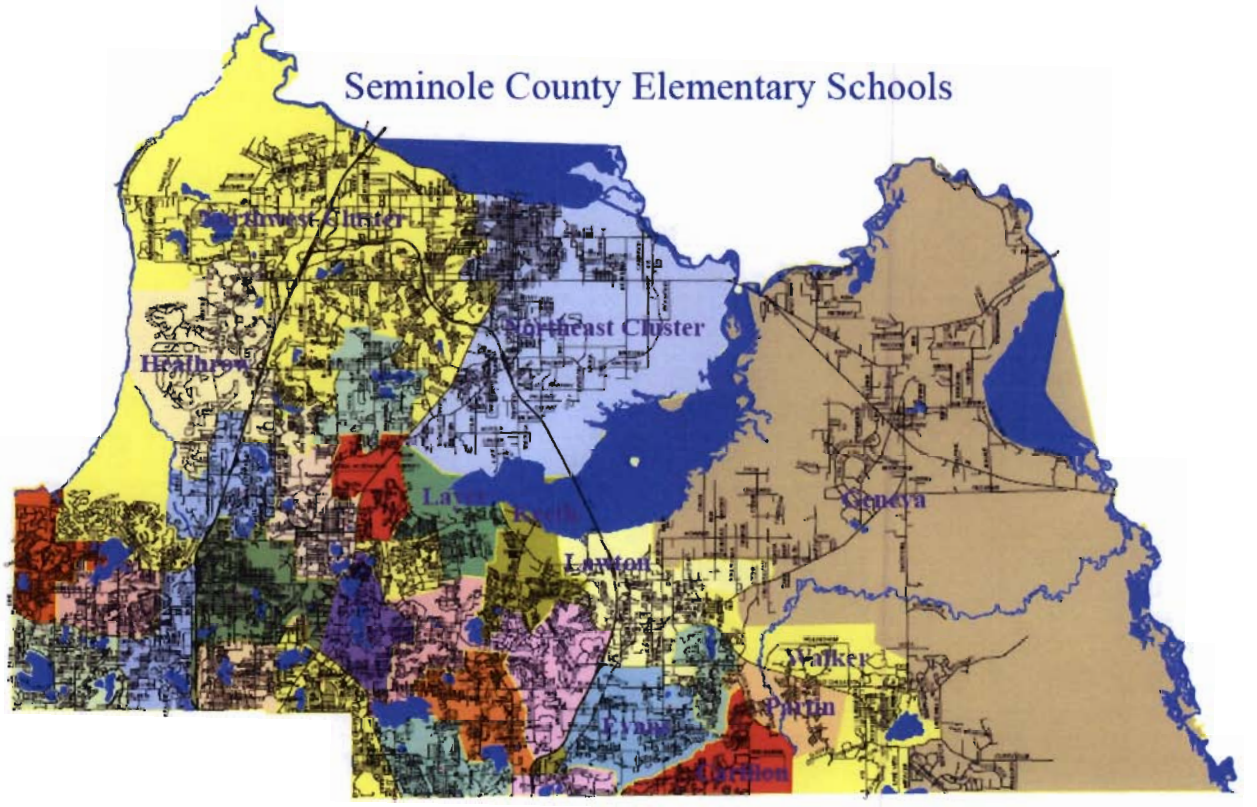
High School Attendance Zones



Middle School Attendance Zones



Elementary School Attendance Zones



Projected Housing Construction Based on Available Land

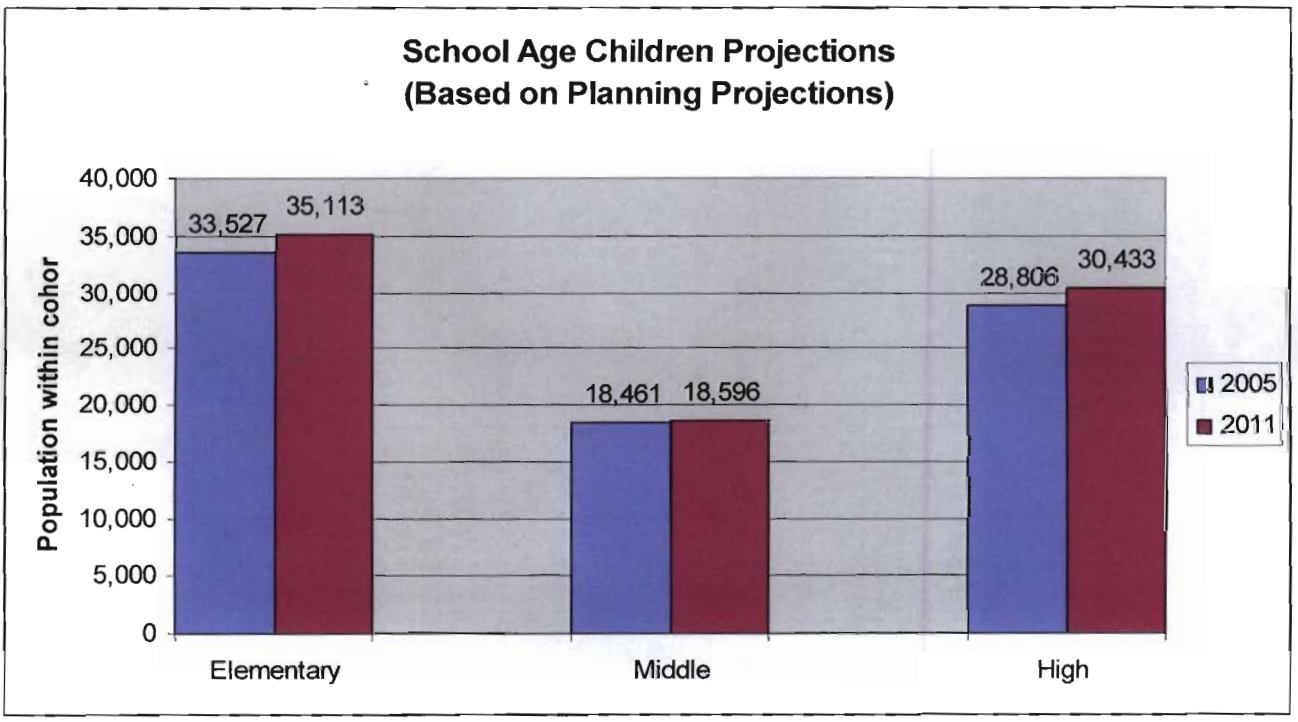
	2010		2015		2020		2025	
	SF	MF	SF	MF	SF	MF	SF	MF
Unincorporated	10,823	3,318	15,866	3,594	18,098	3,789	19,093	3,875
Incorporated	3,986	4,208	5,164	7,341	5,712	8,654	5,934	9,235
TOTAL	14,809	7,526	21,030	10,935	23,795	12,443	25,027	13,110

Source: 2006 Seminole County Evaluation and Appraisal Report

School Aged Children Projections, Based on Planning Population Projections

Projection of School Age Children (Based on County population projections)	2005	2010	2011 [4]	2012	2013	2014	2015
Elementary School Age[1]	33,527	34,806	35,113	35,420	35,726	36,033	36,339
Middle School Age[2]	18,461	18,502	18,596	18,689	18,783	18,876	18,970
High School Age[3]	28,806	30,567	30,433	30,299	30,165	30,031	29,897
Total Count School Age Children	80,794	83,876	84,142	84,408	84,674	84,940	85,206

[1] All of '5-9' cohort plus 20% of '10-14' cohort
[2] 60% of '10-14' cohort
[3] 80% of '15-19' cohort plus 20% of '10-14' cohort
[4] 2011 figures derived from a linear extrapolation between 2010 and 2015 projections



Seminole County School District Student Generation Rates

Residence Type	Elementary	Middle	High	Total
Single Family	0.249	0.114	0.124	0.487
Multi-Family	0.115	0.053	0.057	0.226
Mobile Home	0.186	0.083	0.075	0.345

Source: Seminole County Public Schools website, 2007.

Tiered Level of Service Standards

Facility Type	2008 - 2012	Beginning 2013
Elementary and Middle	100 % of Permanent FISH Capacity	100% of Permanent FISH Capacity
High School	110 % of Permanent FISH Capacity	100 % of Permanent FISH Capacity

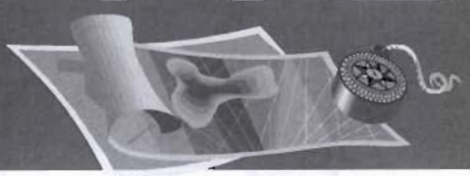
VACANT UNINCORPORATED DEVELOPABLE ACRES BY LAND USE, 2004

VACANT UNINCORPORATED DEVELOPABLE ACRES BY LAND USE, 2004			
FUTURE LAND USE DESIGNATION	ACRES	% OF ALL VACANT UNINCORP. LAND	% OF ALL UNINCORP. LAND
Rural - 10	6384.91	28.05%	4.28%
Rural - 5	7236.63	31.79%	4.86%
Rural - 3	130.76	0.57%	0.09%
Suburban Estates	3230.3	14.19%	2.17%
Low Density Res.	3213.14	14.11%	2.16%
Medium Density Res.	343.33	1.51%	0.23%
High Density Res.	29.54	0.13%	0.02%
Commercial	334.74	1.47%	0.22%
Office	65.25	0.29%	0.04%
Industrial	886.47	3.89%	0.59%
High Intensity Planned Development Airport	346.4	0.00%	0.00%
		1.52%	0.23%
High Intensity Planned Development Target Industries	442.4	1.94%	0.30%
High Intensity Planned Development Core & Transition	97.46	0.43%	0.07%
Recreation	7.57	0.03%	0.01%
Public	17.63	0.08%	0.01%
TOTAL VACANT	22,766.55		
TOTAL UNINCORPORATED ACREAGE	149,017.61		
Total Percent		100.00%	15.28%

EXHIBITS:

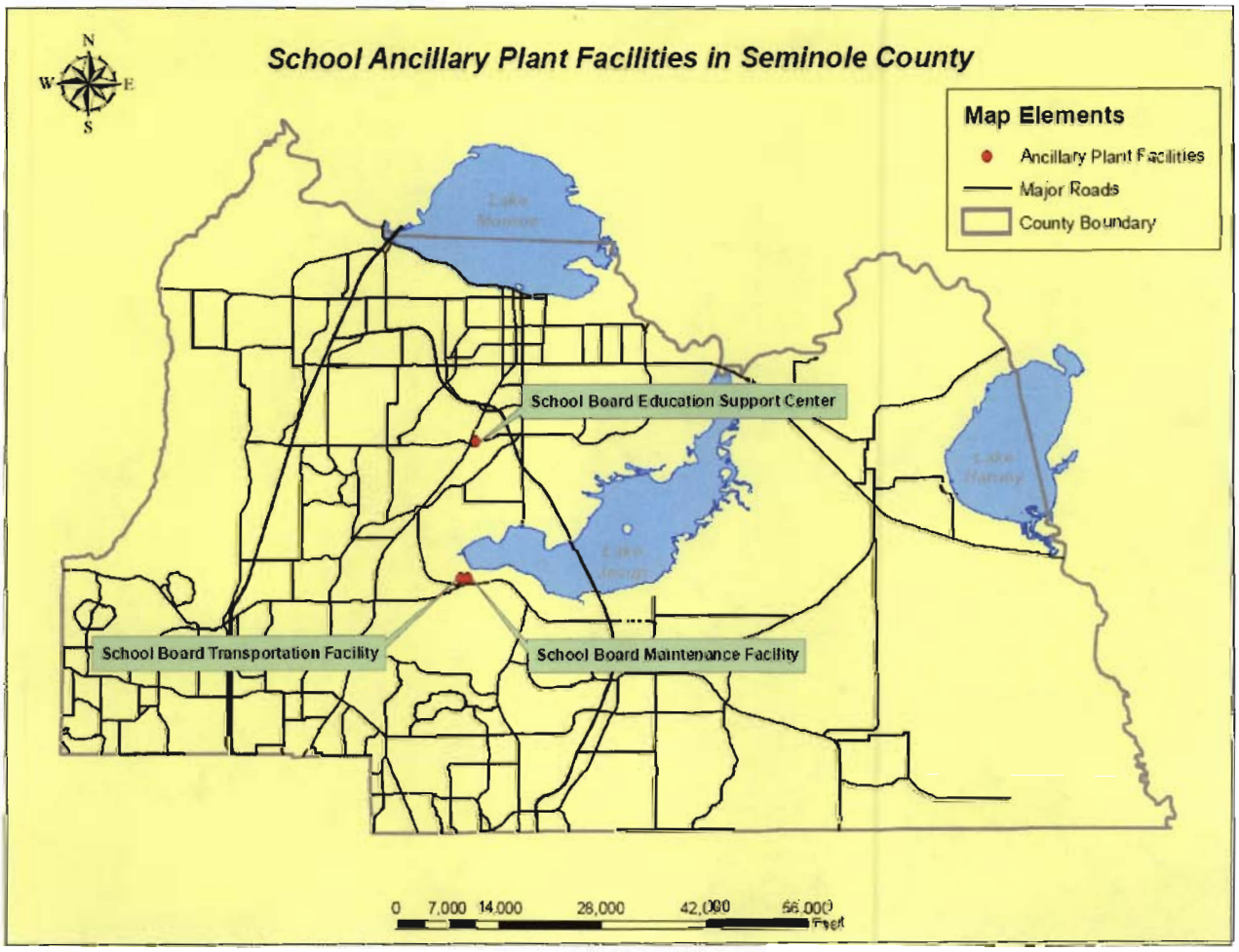
- School Ancillary Plant Facilities in Seminole County
- Seminole County Elementary School Locations
- Seminole County Middle School Locations
- Seminole County High School Locations
- Seminole County Elementary School Capital Improvements
- Seminole County Middle School Capital Improvements
- Seminole County High School Capital Improvements

VISION 2020

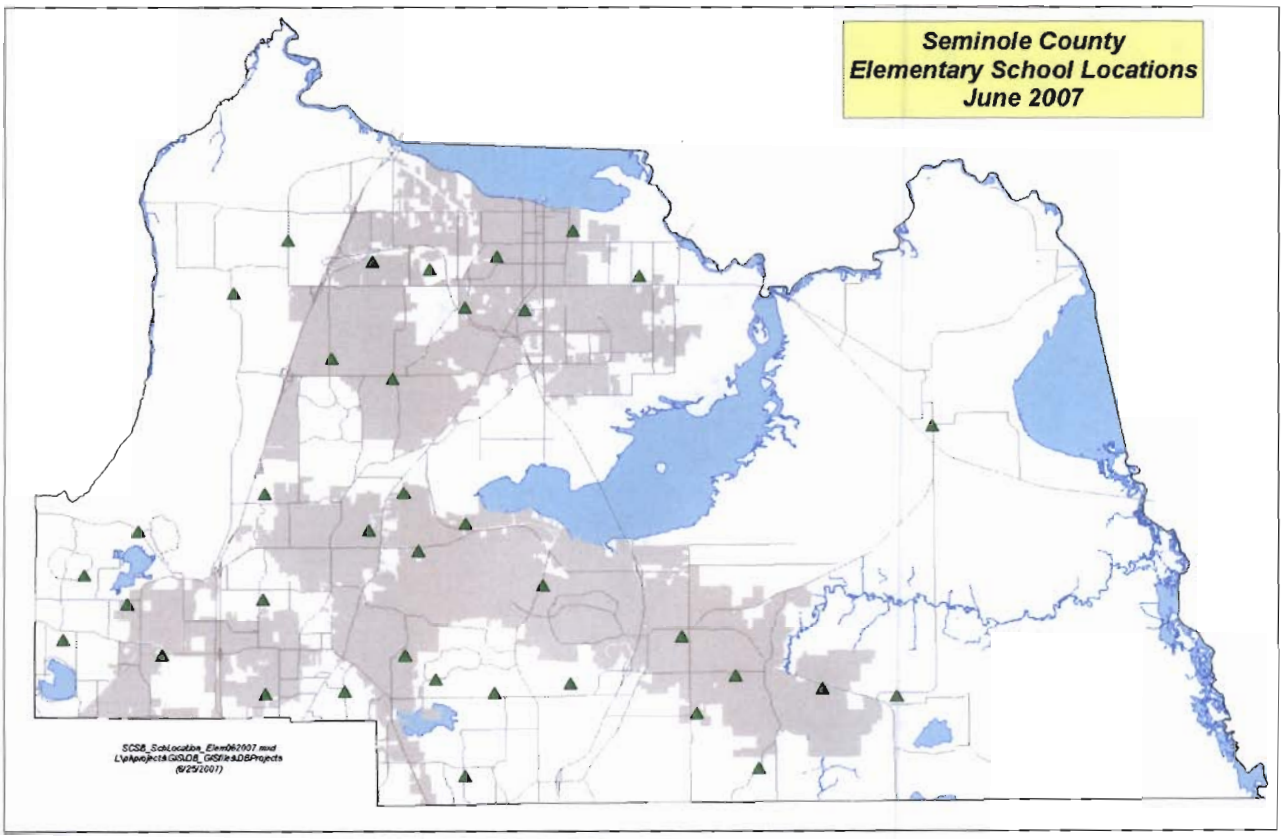


PSF

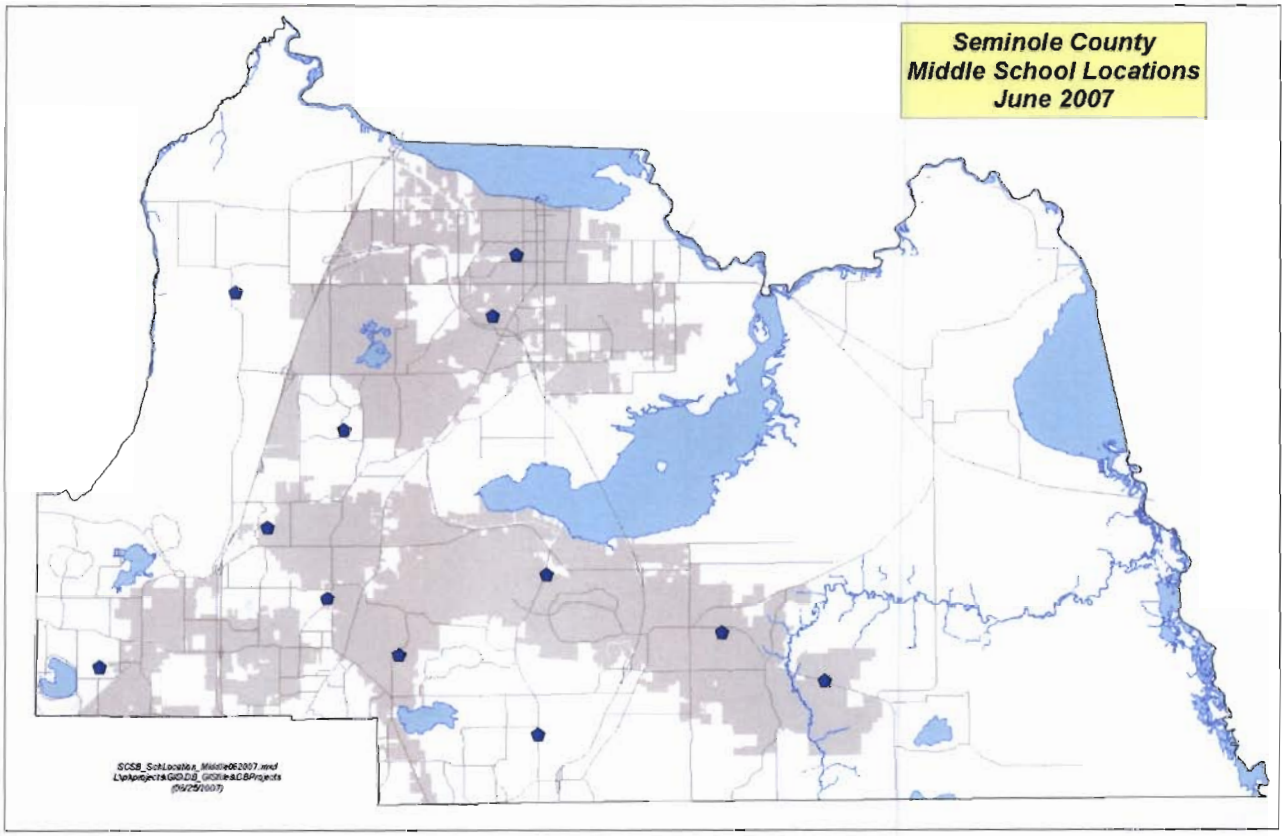
School Ancillary Plant Facilities in Seminole County



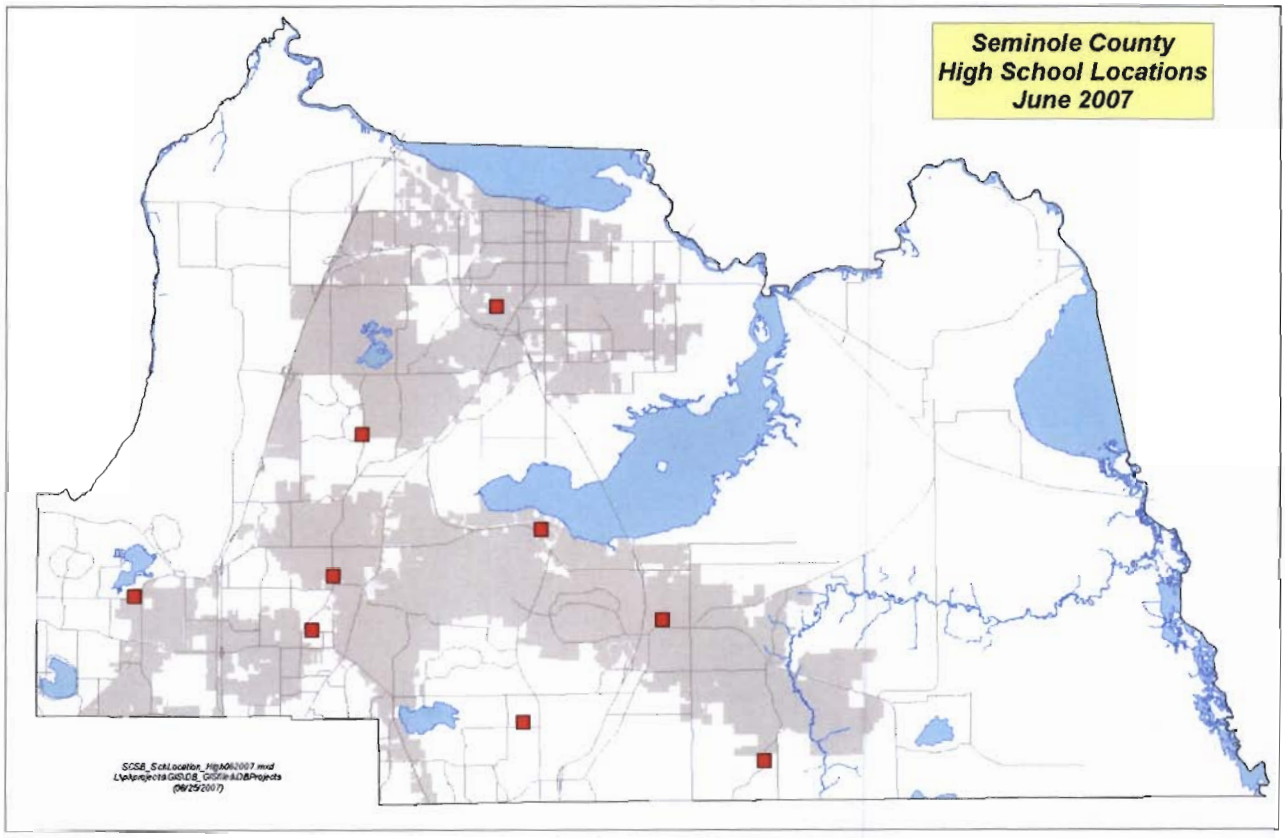
Seminole County Elementary School Locations



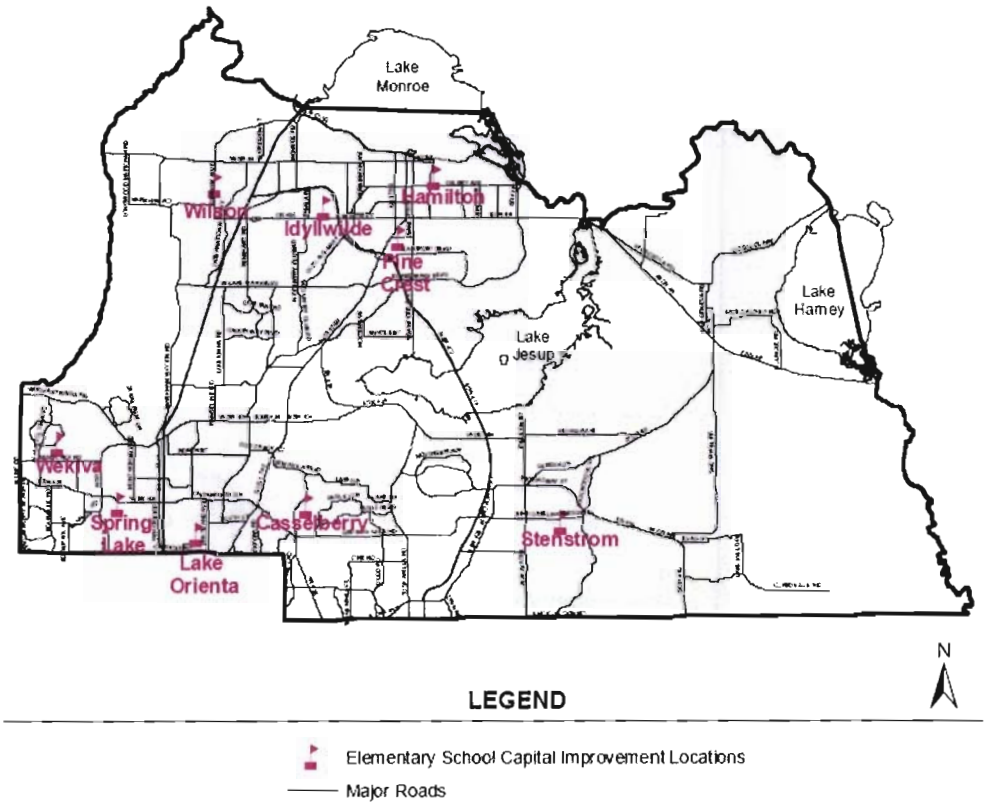
Seminole County Middle School Locations



Seminole County High School Locations

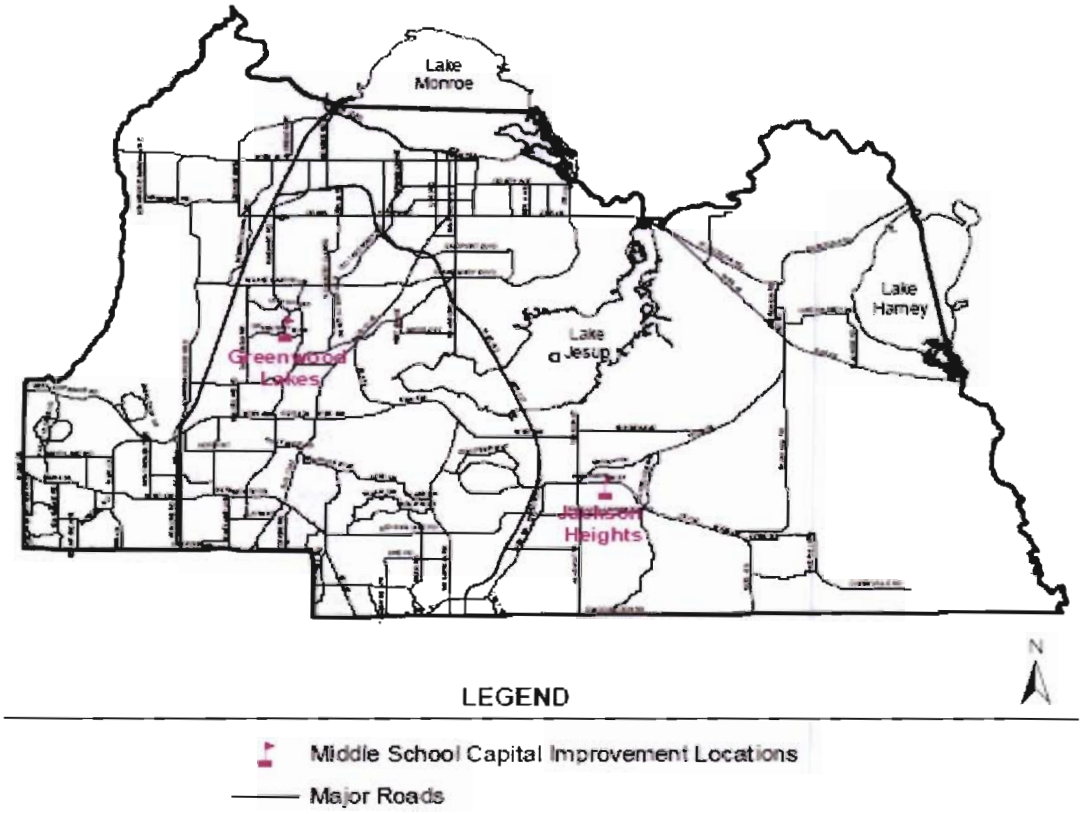


Seminole County Elementary School Capital Improvements



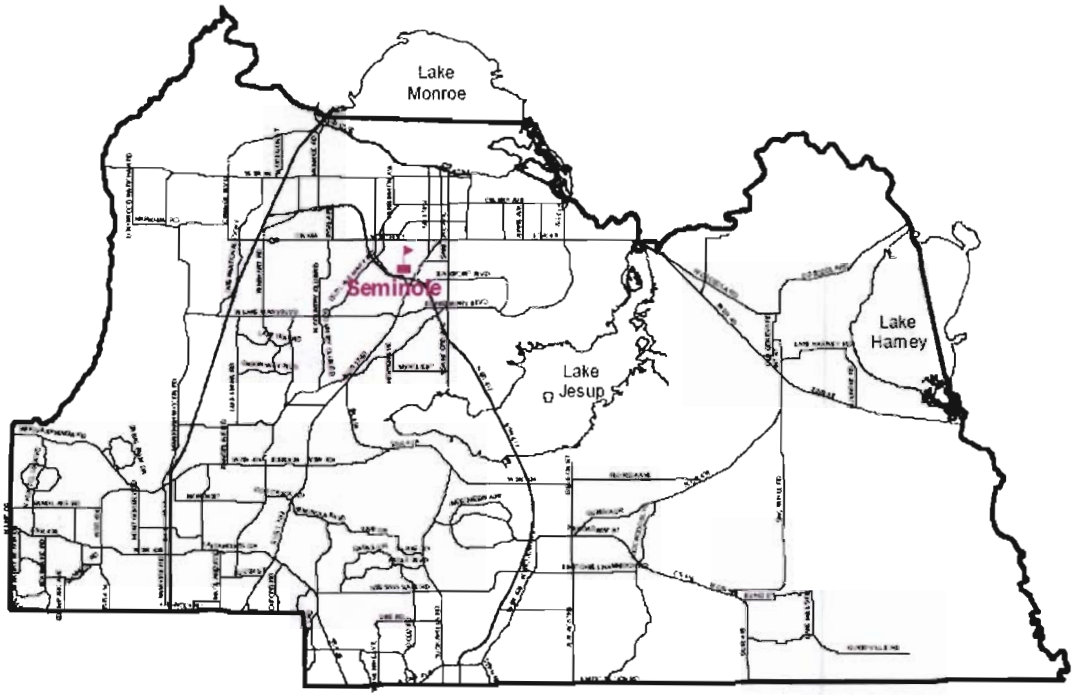
(Effective date of information: 7/20/2007)

Seminole County Middle School Capital Improvements



(Effective date of information: 7/20/2007)

Seminole County High School Capital Improvements



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LEGEND

High School Capital Improvement Locations

Major Roads

(Effective date of information: 7/20/2007)