SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, SEPTEMBER 9, 2008
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** – Proclaiming the fourth Monday in September as: "Family Day – A Day to Eat Dinner with Your Children™".

2. **Presentation** – Award for Senator Lee Constantine presented by Amanda Ghaffari, Florida Association of Counties.

Consent Agenda
County Manager's Consent Agenda (Items No. 3 - 27)

Administrative Services
Purchasing and Contracts

3. Award RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement to JPI Mechanical Services, Inc., Casselberry (Annual Not-to-Exceed Amount $889,000.00). (Ray Hooper)

4. Approve and authorize the Chairman to execute the First Amendments to Agreements regarding CC-2183-07/VFT with Vision IV Construction, Inc. of Orlando, Florida; Mailand Holdings LLP d/b/a Maze Homes of Melbourne, Florida; Corinthian Builders, Inc. of Sanford, Florida; Sovanic, Inc. d/b/a Manor Homes of Orlando, Florida; and Unipark Construction Corporation of Casselberry, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 – "Insurance" of the original solicitation package and also adjust the two (2) year Agreement base period for Vision IV Construction, Inc., Mailand Holdings LLP and Corinthian builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently. (Ray Hooper)

5. Approve and authorize the Chairman to execute the First Amendments to Agreements regarding CC-2184-07/VFT with Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Consulting & Management, Inc. d/b/a R.L.H. Construction of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package. In addition, adjust the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. through the end on June 8, 2010, to ensure that all Master Agreements run concurrently. (Ray Hooper)

6. Approve and authorize the Chairman to execute Amendment #3 to RFP-0863-06/BLH with SERCO, Inc. of Vienna, Virginia, that makes minor reductions in scope to maintain the annual Operating Target Amount of $4,008,119.52. (Ray Hooper)

7. Approve and authorize the Chairman to execute Amendment #19 to PS-332-96/BJC with Bowyer-Singleton & Associates, Inc. Orlando, Florida to increase the Fixed Fee amount to $1,481,874.34. (Ray Hooper)

8. Approve the Proprietary Procurement for the purchase of SePRO herbicide products to include Sonar One for lake treatment of hydrilla through local distributors on an as needed basis, not to exceed approved budget. (Ray Hooper)

9. Rescind award to Terminix Commercial and award RFP-600326-08/TLR – Pest Control Services to Anteater Pest and Lawn Services, Winter Park (Estimated Annual Usage $50,000.00). (Ray Hooper)

Support Services

10. Approve and authorize the Chairman to execute the Third Party Administrator (TPA) contract, Addendum Number V, with Johns Eastern Co, Inc. for the period of 10/01/2008 through 9/30/2009 in the amount of $106,425.00. (Meloney Lung)

11. Authorize the renewal of the Life & AD&D, and the Long Term Disability policies as recommended by the Risk Management Executive Committee. (Meloney Lung)

Economic Development

Tourism Development

12. Approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. for the 2009 Crappie Masters Florida State Championship in the amount of $25,000.00. (William McDermott)

13. Approve and authorize the Chairman to execute an Agreement with Sanford Chamber of Commerce for the 2008 Sanford Chamber Thunder in the Streets Bike Fest in the amount of $10,000.00. (William McDermott)

Environmental Services

Business Office

14. Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $38,132.00 for the project known as Regency Estates Ph 2. District 1 - Dallari (Bob Briggs)

Planning, Engineering & Inspections

15. Approve the Amendment to Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes. District 5 - Carey (Bob Briggs)

Water and Sewer

16. Approve participation in the amount of $25,000.00 to the St. Johns River Water Management Districts 2009 Water Conservation Public Awareness campaign. Authorize department to submit participation form for funding. (Debbie Meinert)

Fiscal Services

Administration – Fiscal Services

17. Approve and authorize the Chairman to execute the FY 08/09 Annual Certified Budget Form required to establish the Seminole County Mosquito Program as a state approved program and to secure eligibility to receive grant funds. (Jennifer Bero, Ed Horvath)

18. Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,472.00 in grant funds through their Hazards Analysis Program. (Jennifer Bero, Tad Stone)

Budget

19. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-95 through the Water and Sewer Funds in the amount of $27,309,406.00 to increase/decrease funding of capital projects. (Lin Polk)

20. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-96 through the Public Safety Grants (State) Fund in the amount of $6,472.00 to allocate the Florida Division of Emergency Management's Hazards Analysis Grant. (Lin Polk)

Information Technology Services

Operations

21. Approve and authorize the Chairman to execute the First Amendment to the Fiber Optic Interlocal Agreement between Seminole County, the Sheriff's Office, the Supervisor of Elections' Office, and the Sanford Airport Authority. (Tommy Oliveras)

Planning and Development

Development Review

22. Authorize the release of the Private Road Maintenance Bond #1015466 in the amount of $113,928.70 for the Lake Forest Subdivision Sections 9A and 9B road improvements. District 5 - Carey (Larry Poliner)

23. Authorize the release of the Performance Bond (Water &Sewer Systems) #B98815017259 for Banyan Pointe Subdivision. (Ashton Orlando Residential, LLC) District 4 – Henley (Brian Walker)

24. Authorize the release of the Airport Blvd. Right-of-Way (ROW) - Brio Commerce Center Paving and Drainage Improvements Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond in the amount of $2,986.50 for the Airport Blvd. Right-of-Way - Brio Commerce Center road improvements. District 5 - Carey (Larry Poliner)

25. Approve and authorize the Chairman to execute the minor plat for Palmer's Lake Brantley Estate located east of W. Lake Brantley Drive at 2201 Peninsular Court in Section 4, Township 21S, Range 29 E. (James & Lisa Palmer, applicant) District 3 - Van Der Weide (Brian M. Walker)

Public Works

Engineering

26. Approve and authorize the Chairman to enter into an Interlocal Agreement with the City of Casselberry relating to landscape and irrigation installation, and ongoing maintenance of landscaping and irrigation, on a portion of Seminola Boulevard in conjunction with the Lake Drive Phase I and II Project. District 1 – Dallari (Jerry McCollum)

Traffic Engineering

27. Approve and authorize the Chairman to execute the Signage Agreement between Seminole County and Bolling Farms Homeowners Association, Inc. District 4 - Henley (Melonie C. Barrington)

County Attorney's Consent Agenda (Item No. 28)
County Attorney's Office

Litigation

28. **Strategic Acquisitions Corp. Property** - Approve proposed pre-trial settlement relating to Parcel Numbers 226A/826B, 226B/226D/826C/826D, and 226C/826A on the East Lake Mary Boulevard Phase IIB project. The proposed settlement at $493,000.00 includes land value, severance damage, statutory interest, statutory attorney's fees, expert fees, and cost reimbursements. Judge Dickey. District 5 - Carey (Bob McMillan)

Constitutional Officers Consent Agenda (Item No. 29)
Clerk's Office (Maryanne Morse, Clerk of the Court)

29. Approval of Expenditure Approval Lists dated August 11 & 18, 2008; approval of Payroll Approval List dated August 7, 2008; approval of BCC Minutes dated August 12, 2008; Clerk's "Received and Filed' - for information only. (Dave Godwin)

Regular Agenda

30. **Final Master Plan and Developer's Commitment Agreement** - For the Dello Russo Residence PUD, consisting of approximately 10.29 acres, located at the northwest corner of Markham Woods Road and S. Stone Gate. (Robert Dello Russo) District 5 - Carey (Austin Watkins)

31. **Seminole County Administrative Code** – Amending the County's Administrative Code Section 3.35, Investments, to update and clarify the County's Investment Policy. (Lisa Spriggs)

32. **Code Enforcement Lien** – Request for reduction of penalty for property located at 2191 Granby Avenue, Sanford, and these costs to be paid within 60 days or the lien will revert to its original amount – Willie Madison, Heirs (former owner) and Home Savers Enterprise, Inc. (current owner) District 5 - Carey (Tina Williamson)

33. **Land Acquisition for Five Points Expansion Project** - Contract for Sale and Purchase of Land for Parcels # 03-20-31-5AY-0000-31A0, 03-20-31-300-0100-0000 and 03-20-31-300-0110-0000, a total of approximately 28 +/- acres, with Khalil and Franziska Schmidt, Ziegelgasse 21, 85354 Freising Germany (Meloney Lung)

33A. **Land Acquisition for Future Fire Station #29** - Staff is seeking authorization to negotiate the purchase of Parcels # 31-21-31-515-0000-0020 and 31-21-31-515-0000-0030, consisting of a total of 2.13 acres owned by Aloma Square, LLC for the construction of future Fire Station #29. (Meloney Lung) ***Information Forthcoming***

County Attorney Briefing

County Manager's Briefing

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

- **Reconvene BCC Meeting at 1:30 P.M.**

- **Public Hearing Agenda**

- **Accept Proofs of Publication**

- **Chairman's statement of Public Hearing Rules and Procedures**

Public Hearings:

34. **Vacate and Abandonment** - A portion of the platted public right-of-way known as Peninsular Court as recorded in Plat Book 9, Page 67 in Section 4, Township 21S, Range 29E. (James and Lisa Palmer) District 3 - Van Der Weide (Brian M. Walker)

35. **Seminole County Code Ordinance** – An ordinance amending Chapter 85 of the Seminole County Code. (Tad Stone)

36. **Community Redevelopment Agency (CRA)** - Designating unincorporated areas of Seminole County within the US 17-92 CRA, a Brownfield/SEED (Seminole Economic Enhancement District) Area for the purpose of environmental rehabilitation and economic development. District 2 - McLean , District 4 - Henley, District 5 – Carey (John Metsopoulos)

Chairman's Report

District Commissioner's/Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

Resolution No. 2008-R____

R E S O L U T I O N

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF SEPTEMBER 9, 2008.

WHEREAS, the use of illegal drugs and the abuse of alcohol and nicotine constitute the greatest threats to the well-being of America's children; and

WHEREAS, 13 years of surveys conducted by the National Center on Addiction and Substance Abuse (CASA) at Columbia University have consistently found that the more often children and teenagers eat dinner with their families the less likely they are to smoke, drink and use illegal drugs; and

WHEREAS, frequent family dining is associated with lower rates of teen smoking, drinking, illegal drug use and prescription drug use; and

WHEREAS, the correlation between frequent family dinners and reduced risk for teen substance abuse is well documented; and

WHEREAS, parents who are engaged in their children's lives – through such activities as frequent family dinners – are less likely to have children who abuse substances; and

WHEREAS, family dinners have long constituted a substantial pillar of family life in America.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, do hereby proclaim the fourth Monday in September as:

Family Day – A Day to Eat Dinner with Your Children™

and urge all citizens to recognize and participate in its observance.

BE IT FURTHER RESOLVED, that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for Seminole County, Florida.

ADOPTED this 9th day of September, A.D. 2008.

* * * * * * *

ATTEST:

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

PRESENTATION

Senator Lee Constantine being awarded the
County Champion Award

Presented by:

Amanda Ghaffari,
Public Safety and Administration Advocate
Florida Association of Counties

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Betsy Cohen **EXT:** 7112

MOTION/RECOMMENDATION:
Award RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement to JPI Mechanical Services, Inc., Casselberry (Annual Not-to-Exceed Amount $889,000.00).

County-wide Ray Hooper

BACKGROUND:

RFP-600466-08/BJC - HVAC Maintenance and Repairs will provide for a qualified Contractor to furnish all labor, materials, supervision, tools, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and repair the County's Heating, Ventilation, Air Conditioning and Refrigeration systems (HVACR). The Contractor is also responsible for Water Treatment Service on boilers, cooling towers and chilled water systems. Maintenance and repair shall be performed in strict accordance with recommended manufacturer procedures and specifications, and or the schedules and specifications enumerated in the Scope of Services. The Contractor shall make all warranty claims related to equipment components still in warranty.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. Cortez Heating & Air Conditioning, Inc. withdrew their proposal and their notification to the County is included as part of the backup documents.

The Evaluation Committee which consisted of Edward Bayton, Fleet/Facilities Division; Rafael Fernandez, Fleet/Facilities Division; Joseph Forte, Deputy County Manager; Frank Raymond, Director of Administrative Services Department; and John Taylor, ITS Department, evaluated the submittals. Consideration was given to the Proposer's experience and qualifications, ability to perform and management plan, approach to work and fee schedule.

The Evaluation Committee recommends award to the most responsive, responsible Proposer, JPI Mechanical Services, Inc. in the annual amount of not-to-exceed $889,000.00. The agreement shall take effect on the date of its execution by the County and shall remain in effect for a period of three (3) years. At the option of the parties, the agreement may be renewed for three (3) additional one (1) year terms.

STAFF RECOMMENDATION:
Staff recommends that the Board award RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement to JPI Mechanical Services, Inc., Casselberry (Not-to-Exceed $889,000.00).

ATTACHMENTS:

1. Correspondence from Cortez Heating & Air Conditioning
2. Tabulation
3. Agreement
4. Summary of Evaluations
5. Evaluations from Edward Bayton
6. Evaluations from Frank Raymond
7. Evaluations from Joe Forte
8. Evaluations from John Taylor
9. Evaluations from Rafael Fernandez

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

FAX TRANSMITTAL

CORTEZ HEATING & AIR CONDITIONING, INC.

CAC039684

MAIL
PO BOX 78
ONECO, FL 34264

OFFICE
5928 21st STREET EAST
BRADENTON, FL 34203

VOICE (941) 755-5211
FAX (941) 758-4210
www.cortez-ac.com

DATE: 7/30/08

SENT TO COMPANY: SEMINOLE COUNTY

ATTENTION: BETSY COHEN

FAX NUMBER: 407-665-7956

FROM: UGO MANTOVANI

PAGES: 3 (INC. COVER)

RE: RFP-600466-08BJC

MESSAGE:

POR MY E-MAIL + LOTT[illegible]

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Ugo Mantovani

From: "Ugo Mantovani" <ugom@cortez-ac.com>
To: <bcohen@seminolecountyfl.gov>
Cc: "Mark Anderson" <markanderson@cortez-ac.com>
Sent: Wednesday, July 30, 2008 9:19 AM
Attach: Seminole Co. Bid 708.doc
Subject: RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement - Contez Heating & Air Conditioning, Inc.

July 30, 2008

From: Ugo Mantovani
Director of Operations
Cortez Heating & Air Conditioning, Inc.
Cell# 941-650-0961
Office#941-755-5211 ex. 14

To: Seminole County
Attention: Betsy J. Cohen - Procurement Supervisor

Re: RFP-600466-08/BJC - HVAC Maintenance and Repairs Agreement

Attached is our response to your letter/fax dated 7/29/08 to our Mark Anderson in reference to the above bid.

I am also faxing to you copies of this e-mail and letter to 407-665-7956.

If any questions please let me know.

Regards,

Ugo Mantovani

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CORTEZ Heating & Air Conditioning, Inc. CAC039684

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PO BOX 78
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BRADENTON, FL 34203

VOICE (941) 755-5211
FAX (941) 758-4210
www.cortez-ac.com

July 30, 2008

To: Seminole County
Administrative Services Department
Purchasing and Contracts Division

Attention: Betsy J. Cohen
Procurement Supervisor

Re: RFP - 600466-08/BJC – HVAC Maintenance and Repairs Agreement

This is in response to your letter/fax of July 29, 2008 in reference to the above bid. Due to the bid results, of our bid being approx. 50% lower than the next lowest bidder, our insurance company will not issue the required 100% Performance Bond.

We apologize for any inconvenience to your organization. We are requesting that our bid be rejected for not meeting the requirements of the specifications. We hope to serve you in the future on other projects.

Regards,

Ugo Mantovani
Director of Operations
Cell# 941-650-0961

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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-600466-08/BJC

RFP TITLE: HVAC Maintenance and Repairs

DUE DATE: July 23, 2008 at 2:00 P.M.

NOTE: Cortez Heating and Air Conditioning, Inc. withdrew their proposal on July 30, 2008.	Cortez Heating & Air Conditioning, Inc. PO Box 78 Oneco, Florida 34264 (866) 755-5211 – Phone (941) 758-4210 – Fax Mark M. Anderson	Johnson Controls, Inc. 41 Skyline Drive, #1025 Lake Mary, FL 32746 (407) 548-3649 – Phone (407) 548-3644 – Fax Robert Hester	JPI Mechanical Services, Inc. 306 Ryder Lane, #1218 Casselberry, FL 32707 (407) 699-1616 – Phone (407) 699-6616 – Fax Ramon L. Morales	Trane 2301 Lucien Way, Suite 430 Maitland, FL 32751 (407) 660-1111 – Phone (407) 670-6000 – Fax Allen D. Irvine

EVALUATION FACTORS. The following criteria will be used in the evaluation of the proposals:

- **Proposer's Experience and Qualifications (25%)**
  - Measured in terms of proposer's performance in HVAC maintenance and repair for public or governmental clients.
- **Ability to Perform and Management Plan (25%)**
  - Measured in terms of proposer's approach to meeting the requirements of the scope of services and satisfying the County's goals outlined in the RFP documents.
- **Approach (15%)**
  - Measured in terms of the approach to start-up, personnel and overall operation.
- **Cost (35%)**
  - Measured by the combined fixed annual amount for preventive maintenance plus the annual proposed not-to-exceed value for repairs.

Status:

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 7/23/2008 at 3:30 PM)
Evaluation Committee meeting: August 7, 2008 at 1:30 P.M. Facilities Management Division Conference Room & Electronic Evaluations
Evaluation Committee meeting: August 12, 2008 at 8:30 A.M. Purchasing Conference Room
Recommendation of award: TBD
BCC for selection and award: TBD

Revised 8/08/2008 3:35 P.M.

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

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- **Cost (35%)**
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Status:

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Evaluation Committee meeting: August 7, 2008 at 1:30 P.M. Facilities Management Division Conference Room & Electronic Evaluations
Recommendation of award: TBD
BCC for selection and award: TBD

RFP-600466-08/BJC - HVAC	Cortez Heat & Air	Johnson Controls, Inc.	JPI Mechanical	Trane
Preventive Maintenance Base Total - Fixed Annual Amount	$ 324,500.00	$ 780,681.00	$ 445,000.00	$ 985,000.00
DX Split / Package System	$ 61,875.00	$ 151,639.00	$ 153,000.00	$ 195,108.00
Chilled Water Systems	$ 86,625.00	$ 103,753.00	$ 169,000.00	$ 159,298.00
Ice Machines	$ 15,400.00	$ 1,863.00	$ 12,000.00	$ 7,226.00
Biolers	$ 27,500.00	$ 4,256.00	$ 61,000.00	$ 6,244.00
Heaters	$ 18,500.00	$ 2,394.00	$ 34,000.00	$ 15,863.00
Exhaust Fans	$ 37,600.00	$ 2,128.00	$ 15,000.00	$ 16,258.00
HVAC Repair Base Bid	$ 247,500.00	$ 266,033.00	$ 444,000.00	$ 399,997.00
Minimum Service Charge	$ 75.00	$ 74.00	$ 158.00	$ 184.00
Hourly Rate for Services - Standard Hours	$ 95.00	$ 74.00	$ 79.00	$ 108.00
Hourly Rate for Services - Non Standard Hours	$ 118.00	$ 98.00	$ 118.50	$ 162.00
Award Based on Preventive Maintenance and HV	$ 572,000.00	$ 1,046,714.00	$ 889,000.00	$ 1,384,997.00
Based on 35%	35%	19%	22.50%	14%

HVAC MAINTENANCE AND REPAIR SERVICES AGREEMENT
(RFP-600466-08/BJC)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **JPI MECHANICAL SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 306 Ryder Lane, #1218, Casselberry, Florida 32707, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide HVAC maintenance and repair services in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and all addenda thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONTRACTOR under this Agreement

shall be in the form of written Notice to Proceed issued and executed by COUNTY.

SECTION 3. COMPENSATION AND PAYMENT. Preventative maintenance cost compensation shall be a fixed fee; repair cost shall be a fixed not-to-exceed amount. Both shall be combined and invoiced by the CONTRACTOR and paid by the COUNTY in twelve (12) equal amounts. At the end of the contract year, the COUNTY and the CONTRACTOR will reconcile all expenditures related to repair cost only. If the not-to-exceed repair total amount has not been spent, CONTRACTOR shall pay back the unspent funds to the COUNTY at the end of the contract year.

Preventative Maintenance/year	$445,000.00
Repair (not-to-exceed)/year	$444,000.00
Total Annual Amount	$889,000.00
Monthly Payment	$ 74,083.33

SECTION 4. BILLING AND PAYMENT.

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

(1) The name and address of CONTRACTOR;

(2) Contract Number;

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

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

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

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

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

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

Administrative Services/Facilities
200 West County Home Road
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 CONTRACTOR.

SECTION 5. AUDIT OF RECORDS.

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

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

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this

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

SECTION 6. RESPONSIBILITY OF CONTRACTOR.

(a) CONTRACTOR shall be responsible for the professional quality of services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in its services.

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

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years. At the option of the parties, this Agreement may be renewed for three (3) additional one (1) year terms.

SECTION 8. TERMINATION.

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

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

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may

have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

SECTION 9. 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 10. NO CONTINGENT FEES. CONTRACTOR warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 12. SUBCONTRACTORS. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any

subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 13. BONDS. Upon signing and returning this Agreement to the COUNTY, the CONTRACTOR shall furnish the COUNTY with a performance bond in the full amount of the annual contract price. The performance bond shall be issued by a reliable surety company acceptable to the COUNTY. A performance bond shall be issued for each year of this Agreement in an amount equal to one hundred percent (100%) of the annual amount of this Agreement.

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

SECTION 15. INSURANCE.

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

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

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

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

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

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

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

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

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

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

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at CONTRACTOR's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00

(3) Business Auto Policy.

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

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

accident limit required and shall apply separately to each policy year or part thereof.

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

	LIMITS
Each Occurrence Bodily Injury and Property Damage Liability Combined	$1.000,000.00

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

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

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or agents of liability from any obligation under this Section or any other portions of this Agreement.

SECTION 16. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures

for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

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

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

SECTION 17. REPRESENTATIVE OF COUNTY AND CONTRACTOR.

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

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

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

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

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

SECTION 21. EMPLOYEE STATUS. Persons employed by CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment com-

pensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

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

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

SECTION 24. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Administrative Services/Facilities
200 West County Home Road
Sanford, Florida 32773

For CONTRACTOR:

JPI Mechanical Services, Inc.
306 Ryder Lane, #1218
Casselberry, Florida 32707

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

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

SECTION 27. CONFLICT OF INTEREST.

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

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

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

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

ATTEST:

_____
, Secretary

(CORPORATE SEAL)

JPI MECHANICAL SERVICES, INC.

By:_____
RAMON L. MORALES, President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

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



AEC/lpk
8/12/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600466-08.doc

Attachment:
Exhibit A - Scope of Services

PERFORMANCE BOND
(100% of Annual Contract Price)
Seminole County Contract No. RFP-600466-08/BJC

KNOW ALL MEN BY THESE PRESENTS that:

_____
(Name of CONTRACTOR)

_____
(Address of CONTRACTOR)

CONTRACTOR's Telephone Number: _____

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal, and _____
(Name of Surety)

_____
(Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ _____ DOLLARS ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

COUNTY's telephone number is (407) 665-7116. THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with COUNTY, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof of **RFP-600466-08/BJC – HVAC Maintenance and Repairs for Seminole County Facilities.**

Legal Description of Property: **Seminole County Board of County Commissioners – Government. 1101 east First Street, Sanford, Florida. Multiple buildings located through out Seminole County, owned and operated by the County**.

General description of the Work: **The CONTRACTOR is responsible for all incidentals, labor, materials, supervision, tools, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and correct any malfunction in COUNTY's Heating, Ventilation, Air Conditioning and Refrigeration systems(HVACR). CONTRACTOR is also responsible for Water Treatment Service on boilers, cooling towers and chilled water systems. Maintenance and repair shall be performed in strict accordance with recommended manufacturer procedures and specifications, and or the schedules and specifications enumerated in this Scope of Services. CONTRACTOR shall make all warranty claims related to equipment components still in warranty**.

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statues, and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited, to the guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement; and

2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs, and attorneys fees, including costs and attorneys fees on appeal that COUNTY sustains resulting from any breach or default by Principal under the Agreement

then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above-referenced Agreement and the Contract Documents of which the Agreement is a part except that the coverage of the Performance Bond is limited to 100 percent of the Contract Price.

In the event that the Principal shall fail to perform any of the terms, covenants, and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to COUNTY for all such direct loss or damage (including reasonable attorneys fees and costs and attorneys fees and costs on appeal) resulting from any failure to perform, up to 100 percent of the Contract Price and for Indirect damages as determined by COUNTY up to an additional twenty percent (20%) over the adjusted Contract Price.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold COUNTY harmless from any and all loss, damage, cost, and expense, including reasonable attorneys fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder up to 100 percent of the Contract Price.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents; and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principals' Work and be the completing Surety even if performance of the Principal's Work exceeds the adjusted Principals' Contract Price; or (ii) re-bid and re-let the Principals' Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, however, such obligation shall only arise upon a declaration of default of the Principal and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without Surety's knowledge or consent; and (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same maybe amended, or any similar state or federal law, or any limitations of the liability of Principal or its estate as a result of any such proceeding.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. However, in the event Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents are executed exceeding 110 percent of the contract price, the Surety shall be notified by COUNTY of such increased by COUNTY, and the Principal shall be required to increase the sum of the Bond to be commensurate with the increased Contract Price.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

(End of Document – Signature Pages Follow)

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____ _____, 20_____.

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

PRINCIPAL/CONTRACTOR

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

(Surety Signature Page Follows)

ATTEST:

By:_____
(Secretary)

Name:_____
(Typed or Printed)

SURETY

_____

By:_____
(Officer)

Name:_____
(Typed or Printed)

Title:_____

Address: _____

City, ST ZIP:_____

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is a Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

All bonds shall be originals and issued or countersigned by a local producing agent who is authorized to operate in the State of Florida. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their Power of Attorney to sign such Bond. **Agents of Surety companies must list their name, address, and telephone number on all Bonds.**

PRICE PROPOSAL FORM

A Hybrid contract will be utilized to procure these services. Preventative Maintenance will be quoted on a fixed annual amount. HVAC Repair will have a compensation method of time and materials and will provide for the acquisition of services based on direct labor hours and material cost. Direct labor hours are paid for at specified fixed hourly rates that include wages, overhead, general and administrative expenses and profit. Material costs are paid generally at cost, including, if appropriate, material handling charges. The fixed hourly rates shall include all costs for work in place, including, but not limited to:

- General Administrative Overhead
- Fringe and benefits
- Profit
- Transportation of material to the project site
- Tools and related items
- Cost associated with company officers and support staff, superintendents, inspectors, project managers, estimators, administrators, buyers, etc.

Contractor shall provide the County with copies of invoices for materials with Application for Payment.

PART 1: PREVENTATIVE MAINTENANCE BASE TOTAL - Base Bid for Preventative Maintenance includes all associated costs for work completed as outlined in Section 16 of the attached scope of services.

Fixed Annual Amount $ 445,000.00

PART 2: HVAC REPAIR BASE BID – Base Bid for HVAC Repair includes all associated equipment inventoried in Exhibit "B" and covered in the Scope of Services (Exhibit "A").

DX Split/Package System*	$ 153,000.00
Chilled Water Systems*	$ 169,000.00
Ice Machines*	$ 12,000.00
Boilers*	$ 61,000.00
Heaters*	$ 34,000.00
Exhaust Fans*	$ 15,000.00

HVAC Repair Base Bid Total
Fixed Annual Not-to-Exceed Amount $ 889,000.00

* - Equipment classifications for HVAC Repair includes all associated costs for systems/components/parts covered in the Scope of Services (Exhibit "A") as outlined in Section 4.4 and inventoried in Exhibit "B".

COMPANY NAME: JPI Mechanical Services Inc.

PART 3: - Not included in Base Price Proposal (Rates required for monthly invoicing).

HVAC REPAIR SERVICES COSTS

Minimum Service Charge: $ 158.00

(Based on two (2) hours or less)

Hourly Rate for Services: $ 79.00

(Standard Working Hours 7:00 AM – 5:00 PM M-F)

Hourly Rate for Services $ 118.50

(Non-Standard Working Hours, other than 7:00 AM – 5:00 PM M-F)

NOTE: The award of this project will be made on the base Proposal Costs for Preventative Maintenance and HVAC Repair. Hourly rates and the service charge will be for monthly billing and tracking only.

Contractor will provide emergency services to sites not under the Agreement at the agreed upon contract hourly rates (Part 3) plus cost of parts. The County will pay Contractor for the cost of parts utilized in the performance of specified work. The County will reimburse the Contractor for parts at their actual invoiced cost. The Contractor must submit copies of invoices to the County.

COMPANY NAME: JPI Mechanical Services Inc.

RFP-600466-08/BJC - HVAC MAINTENANCE AND REPAIR AGREEMENT

SECTION 1. SERVICES

A. CONTRACTOR shall furnish all labor, materials, supervision, tools, equipment, refrigerant, oil, filters, components and other parts required to operate, maintain and correct any malfunction in COUNTY's Heating, Ventilation, Air Conditioning and Refrigeration systems(HVACR). CONTRACTOR is also responsible for Water Treatment Service on boilers, cooling towers and chilled water systems. Maintenance and repair shall be performed in strict accordance with recommended manufacturer procedures and specifications, and or the schedules and specifications enumerated in this Scope of Services. CONTRACTOR shall make all warranty claims related to equipment components still in warranty.

B. The services required in Section 1-A shall not include repair or replacement services for any component damaged due to misuse, improper operation or negligence by a party other than CONTRACTOR; negligence of the COUNTY, its employees or invitees. All equipment, components and related systems shall be accepted in its "as is" condition prior to proposal submittal.

C. Upon the COUNTY'S request the CONTRACTOR shall provide emergency services to sites not under the current Agreement at the agreed upon contract hourly rates plus cost of parts.

D. All COUNTY equipment still under manufacturer's warranty period shall have Preventative Maintenance performed by the CONTRACTOR in accordance with Manufacturer's specifications. Any necessary repairs to said equipment shall be coordinated or completed by the CONTRACTOR with the responsibility of said CONTRACTOR to receive reimbursement from the manufacturer, no expense will be incurred by the COUNTY.

E. CONTRACTOR shall make every effort possible in the acquisition of replacement components, or their repair, and their corresponding installation, so equipment downtime is kept to a minimum reasonable time. For parts not available locally, the CONTRACTOR shall request next day air delivery from its supplier.

SECTION 2. EQUIPMENT COVERED

A. The equipment initially covered by the terms of this Scope of Services, now totaling an aggregate for each classification (provided for illustrative purposes only):

Tonnage DX split/package systems		1667
Tonnage Chill Water Systems	2795	
Tonnage Ice Machines		35.5
MBTU's Boilers		26,297
MBTU's Heaters		668.75
Horse Power Exhaust Fans		355.21

All equipment is inventoried in Exhibit "B" of this Scope of Services. The COUNTY may add or delete additional units to the listing of equipment in accordance with the terms of

this Scope of Services; however, upon any increase/decrease in the total tonnage/MBTUs/HP of COUNTY equipment which cumulatively meets or exceeds five percent (5%) of the total aggregate tonnage/MBTUs/HP of a specific COUNTY HVAC equipment classification, the parties may negotiate a cost adjustment not-to-exceed the gross amount of change (increase/decrease) of the annual repair cost for the associated totals of the specific classifications of equipment (as outlined in this section (2.A) and exhibit "C" of the agreement). Any equipment modification (increase/decrease) which has tonnage/MBTUs/HP totaling less than five percent (5%) of the overall tonnage/MBTUs/HP for the equipment classification covered in Exhibit "B" of the Scope of Services will result in no immediate adjustment to the Agreement.

B. For preventative maintenance, any increase/decrease of equipment that meets or exceeds five percent (5%) and requires a cost adjustment to the agreement, the parties may negotiate a cost adjustment not-to-exceed the gross amount of change (increase/decrease) of the annual preventative maintenance of the specific equipment classification.

C. There shall be no exceptions or deletions to Attachment "B" based on age, condition, hours, use, etc., nor shall there be a repair cost "cap" assigned to any equipment.

D. All cost adjustments associated with this section (2) of the scope of services will take place on a cumulative basis when the equipment totals meet or exceed the five percent (5%) threshold, furthermore, no adjustments will be retroactive.

NOTE: Equipment classifications totals have been formulated by Seminole County, it is the responsibility of the CONTRACTOR to confirm all totals and notify the COUNTY of any discrepancies.

SECTION 3. DEFINITIONS

HVAC Definitions as per ASHRAE & GSA to be used in this contract.

A. Systems - These HVAC systems provide cooling, heating, and dehumidification to a building. A building may have one type, several of the same type, or combinations of systems. Examples of systems are:

1. Chilled Water Systems – Included but not limited to the following components: chillers, boilers, air handlers, cooling towers, heat exchangers, pumps, piping, ductwork, VAV boxes, diffusers, controls and BAS.

2. DX Split Systems – Included but not limited to the following components: condenser unit, air handler, refrigerant lines, ductwork, diffusers, controls and BAS.

3. DX Packaged Systems – Included but not limited to the following components: the packaged unit, ductwork, diffusers, controls and BAS.

B. Components - Components are part of a system as detailed above. They do not perform a cooling, heating, or dehumidification function by themselves. Examples of components

are: chillers, boilers, air handlers, pumps, BAS and heat exchangers.

C. Parts - Parts, combined together, form a component. Examples of parts are: coils, sensors, fan wheel, belt, motor, damper, PC, valves, relays and compressors.

D. Major Components – Major components are chillers, boilers, air handlers, cooling towers and condensing units.

E. Contract Documents – the documents that will form the Contract between the parties, including the "Request for Proposal (which includes the Scope of Services)", any attachments or addendum thereto, the CONTRACTOR's "Proposal" and the executed agreement, provided, however, that the terms of this scope of Services shall prevail if in conflict with any other document.

F. County's Representative – The designated official to represent the COUNTY. The Facilities Management Division Program Manager of the COUNTY or his/her designee shall be the COUNTY's Representative for the purpose of the contract documents. Wherever in the Contract document's the approval, disapproval, consent, consultation, direction, or other action of the COUNTY is anticipated; such actions shall relate to the COUNTY's Representative unless the context or a provision of law otherwise specifies the action to be taken by the Board of County Commissioners or a person who is not the COUNTY's Representative.

G. Preventative Maintenance (PM) – scheduled and routine servicing of systems, equipment and components (scheduled routine inspection and servicing) in order to mitigate and reduce breakdowns, prolong the life expectancy of systems, equipment and components, minimize equipment downtime and enhance system performance. Preventative Maintenance shall meet or exceed ASHRAE specifications, warranties and recommendations.

H. "Re-repair" means a repair of the same complaint within a thirty (30) day period due to parts failure, misdiagnosis or mechanic error. Note that re-repairs will be determined by either work on the same component and/or the same symptoms being reported with the designated period. In cases of disagreement, the decision will be up to the COUNTY's sole discretion. If additional repairs are needed because of parts failure, misdiagnosis or mechanic error, this will fall under the re-repair definition.

SECTION 4. HVAC SYSTEMS/COMPONENTS/PARTS

A. LOCATION - The HVAC systems referenced in Section 1.A are located in the COUNTY'S Buildings set out in the County Building List attached hereto and incorporated herein as Exhibit "B". The COUNTY reserves the right to add or delete sites or individual pieces of equipment from this list. CONTRACTOR will be notified of such changes by the COUNTY's Purchasing Division.

B. SYSTEMS/COMPONENTS/PARTS – Included but not limited to: Actuators, Air Filters, Air Handlers, Hydronic Hot Water Heating, Breakers, Starters, Disconnects, Fuses and other protection devices directly related to a piece of HVAC equipment, Chilled Water Piping Loops, Chillers, Coils, Condensate Pumps, Condensate Return Piping Loops, Condenser

Water Piping Loops, Controls (Pneumatic and Electronic), Cooling Towers, Domestic Hot Water Heat Exchangers and related pumps, Ductwork (Supply, Return & Exhaust; to include ducts, fittings, actuators, housings, balancing dampers, fire dampers, hangers and appurtenances comprising a duct system), ECU's, Electrical Wiring from equipment disconnect to equipment, Energy Management Systems to include Trane Tracer Summit Panel, UCM's, BCU's, PCM's, TCM's, Cabling (see Sites Under Building Automated System (BAS) Management Networks, ATTACHMENT "D"), Equipment Bases/Supporting Structures, Equipment Enclosures, Exhaust Fans, Fan Coil Units, Filter Units, Heat Exchangers (Hot Water, Domestic & Steam), Hot Water Piping Loops, Ice Machines, Piping System (Includes pipes, fittings, hangers and appurtenances comprising a system), Pneumatic Air Compressors (including refrigerated air driers), Pneumatic Systems, Pressure Regulators, Pressure Relief Valves, Power Roof Ventilators, Pumps and their corresponding motors (including sump pumps and pit pumps), Reciprocating Equipment, Sensors, Steam Piping Loops, Steam System, Thermostats, Traps, Unitary Equipment, VAV Boxes, Water Makeup System from the backflow preventer/check valve forward, inclusive, Water Treatment Equipment, All Valves, Variable Speed Dives, Fan Terminal Boxes, Condensing Units, Heat Pumps, Insulation (ductwork, piping), Ductwork (sheet metal, flexible, fiberglass), Diffusers, Grills, Registers, Mechanical Louvers and other HVAC related equipment or systems in the County buildings included in the COUNTY Building Listing attached hereto and incorporated herein as Exhibit "B".

C. CONTRACTOR shall have inspected and evaluated the COUNTY's HVAC equipment prior to proposal submittal. Equipment will be accepted by CONTRACTOR on an "as is" basis.

D. CONTRACTOR is responsible to become fully familiarized with the buildings where services are to be provided; security and safety requirements, building layout, vehicle access, fire alarm systems, exits and breaker panels and/or the nature and extent of the work required and its relation to any other work in the area, including possible interference to/from other site activities.

SECTION 5. PROVISION OF QUALIFIED PERSONNEL

A. Contractor shall have (1) dedicated HVAC Foreman with a staff as necessary to meet all requirements outlined in this scope of services. All personnel working under this Agreement shall be trained and certified in all systems, components and parts related to the COUNTY HVAC systems, attached hereto and incorporated herein as Exhibit ":B". Training and certification must be through a State accredited institution. All technicians must be EPA certified for refrigerant handling. Copies of certificates of completion of training, and certificate on refrigerant handling must be submitted to the COUNTY. Each HVAC technician shall wear company assigned uniform and identification badge at all times during the performance of contract services while in COUNTY property. At least one HVAC technician shall be trained and proficient in the operation, troubleshooting, maintenance and repairs of computerized Building Automation Systems. The HVAC technicians assigned to this Agreement must have been previously approved by the COUNTY's Representative to this Agreement. Any changes in the above referenced personnel assignment must also be approved by the COUNTY'S Representative to this Agreement.

B. During the term of this Agreement, CONTRACTOR shall notify the COUNTY, in writing, of any changes to the above personnel associated to this agreement before proceeding with change.

C. One certified HVAC Foreman/Supervisor shall be designated as the appointed CONTRACTOR's representative. This person will expedite and provide COUNTY with daily information on work order status and daily activities of the HVAC mechanics assigned to this contract.

D. Identification badges — The County will issue the first badge to each employee assigned to this Agreement at no cost to the Contractor. At the beginning of each contractual year, the County will update the employee badges and issue new badges. These badges are to be worn on the outside of employee's uniform shirts. The badges are to worn at all times. If a badge is misplaced or lost it will be the responsibility of the Contractor to get their employee a new badge issued by the County. The fee for a reissuance of a County badge will be fifteen dollars ($15.00).

SECTION 6. PROCEDURES FOR PERFORMING SERVICES

A. All tasks required in this Scope of Services and Preventive Maintenance Schedules shall be performed in strict accordance with all the applicable equipment manufacturer's procedures and specifications for servicing and maintaining its equipment.

B. In the event the Scope of Services and Preventive Maintenance Schedules conflict with the equipment manufacturer's procedures and specifications, said equipment manufacturer's procedures and specifications shall prevail unless directed otherwise by the COUNTY's Contract Representative.

C. In the performance of services, CONTRACTOR is solely responsible for compliance with all actual Federal, State and Local Codes and Regulations applicable to the HVAC trade at the time of performing services, including, but not limited to Regulations concerning the handling, use, reclaim and disposal of CFC's. CONTRACTOR shall also comply with the COUNTY's Safety Plan, Policies and other governing laws and policies as applicable in the performance of services.

D. Any mutually agreed alteration, modification or retrofit to the COUNTY's HVAC equipment shall be performed according to equipment manufacturer's procedures and specifications if applicable.

E. All Preventive Maintenance and Repairs to the COUNTY's HVAC equipment shall be performed according to the equipment manufacturer specifications and procedures detailed in the equipment manuals, or as detailed in this Scope of Services.

F. All electric motor replacement shall be made with energy efficient type motors, which rating must be previously approved by the COUNTY's Designated Contract Representative.

G. Acid or other corrosive agents used for cleaning of equipment components is not authorized under this agreement unless specifically agreed by the COUNTY in writing prior

to use. Each use shall require separate approval (no blanket approvals).

H. Contractor at all reasonable times during this Agreement shall have access to all HVAC equipment, components and related systems necessary to perform the required services. CONTRACTOR shall be free to stop and restart any equipment, components or related systems for the purpose of performing maintenance and repairs thereon, but shall coordinate said stoppage with the COUNTY's building representative at each location. In the case of an instance where prolonged stoppage occurs (greater than two (2) hours or a four (4°f) degree Fahrenheit temperature deviation) CONTRACTOR shall also contact the designated COUNTY representative specified in this Agreement. CONTRACTOR shall make all efforts to minimize inconvenience to users of the service locations. In those cases where soldering, welding or other fume/heat generating procedure is to be performed, CONTRACTOR shall notify the designated County representative so proper fire alarm system coordination is made with COUNTY's Emergency Operations Center prior to start of said operation.

I. In instances of downtime for broken down equipment i.e. equipment failure the COUNTY shall be notified immediately. If prolonged stoppage occurs (greater than two (2) hours or a four (4°f) degree Fahrenheit temperature deviation, which ever comes first), the CONTRACTOR shall again notify the designated COUNTY representative specified in this Agreement. CONTRACTOR shall make all efforts to minimize inconvenience to users of the service locations. In those cases where soldering, welding or other fume/heat generating procedure is to be performed, CONTRACTOR shall notify the designated County representative so proper fire alarm system coordination is made with COUNTY's Emergency Operations Center prior to start of said operation.

J. While replacing HVAC units or its components CONTRACTOR shall provide any necessary tools or equipment required for the operation, such as, but not limited to cranes, boom trucks, bucket trucks, etc., at no additional cost to the COUNTY.

K. The CONTRACTOR must provide upon request, to be used as backup HVAC equipment for any one of the County's critical areas such as I.T. computer rooms, transmitter sites, the E911 communication room or telephone equipment rooms in case a repair job can not be completed within six (6) hours from the original service call.

L. Air filters shall be replaced monthly with units having the following efficiencies:

1. Primary filters - 30%

2. Bag filters - 75%

3. Filter rolls - 50%

Each filter shall be marked with its installation date, in such a manner that the date is visible when the filter access door is opened for inspection.

M. HVAC units or components which have been replaced become the property of the CONTRACTOR and shall be removed from County premises at no additional expense to the COUNTY, unless otherwise directed.

N. CONTRACTOR is responsible for prompt cleanup and removal of excess material, scrap material, trash and debris from the jobsite. This includes preventive maintenance services, repairs and or replacements.

O. CONTRACTOR shall keep a safe and orderly workplace at all times. CONTRACTOR shall adhere to all COUNTY Safety Procedures, such as but not limited to confined space entry and lock out/tag out.

P. CONTRACTOR shall be responsible for the repair of any damage to building or other COUNTY property caused by him. This includes, but is not limited to walls, floors, roof systems, pipes, etc.

Q. CONTRACTOR shall be responsible to acquire all required permits in the process of repairing and/or replacing equipment at COUNTY buildings.

R. CONTRACTOR shall be responsible for any applicable disposal fees for any material removed from COUNTY property in the performance of this contract at no additional cost to the COUNTY.

S. Any parts, components, assemblies or equipment replaced by CONTRACTOR shall be fully warranted by CONTRACTOR against defects in materials and/or workmanship for a period of one (1) year from date of acceptance by COUNTY. Shall any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the CONTRACTOR shall repair or replace same at no cost to the COUNTY.

T. CONTRACTOR, while performing services pursuant to this agreement, shall take all necessary precautions to protect buildings and personnel. CONTRACTOR shall at all time guard against damage to property of COUNTY, the public or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The COUNTY may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for such loss as stated above. CONTRACTOR shall also at all times guard against injury to COUNTY employees, the public and other persons and shall comply with State, and OSHA safety regulations.

SECTION 7. CONTRACTOR'S SHOP LOCATION

A. CONTRACTOR shall provide services under this Agreement from a facility located in a radius not greater than fifty (50) miles from the City of Sanford, FL.

SECTION 8. TIME FOR PERFORMANCE

A. CONTRACTOR shall perform the routine scheduled preventive maintenance and services as required hereunder during the normal business hours of the COUNTY. In the event any unit or component of the COUNTY's HVAC system requires other than routine service, CONTRACTOR shall commence said service within one (1) hour of notification. It is expressly understood that CONTRACTOR's personnel shall be available twenty-four (24) hours a day, seven days per week throughout the term of this Agreement to provide said service. Adherence to the one (1) hour response time is an essential requirement of this Agreement. Service shall start on the malfunctioning unit or component within one hour of

notification of said malfunction. Mechanics that are already assigned and working on a service call shall not be re-assigned to other service calls until the previous service call has been completed.

SECTION 9. REPLACEMENT OF EQUIPMENT BY COUNTY

A. In the event the projected total repair cost for any piece of equipment of the COUNTY's HVAC system exceeds fifty percent (50%) of the total projected new replacement cost, as estimated by CONTRACTOR and the COUNTY, the COUNTY at its sole option, shall have the right to replace said piece of equipment. The COUNTY may contract with a party or parties other than CONTRACTOR for the replacement of equipment under this section. For the purpose of this section, CONTRACTOR shall notify the COUNTY of any and all instances in which the single projected repair cost of any HVAC Equipment covered in this Agreement exceeds fifty percent (50%) of its replacement cost. Burden of proof for replacement must be proven to COUNTY by CONTRACTOR prior to new equipment purchase based on recent maintenance and repair logs, existing condition of said equipment, and remaining useful life of equipment. All final decisions related to equipment replacement will be at the discretion of the COUNTY.

B. If the CONTRACTOR states the projected total repair cost for any piece of equipment of the COUNTY's HVAC system will exceed fifty percent (50%) of the total projected new replacement cost, the COUNTY at its sole discretion may consult an independent third party to provide a repair estimate for said piece of equipment. If the determination is made, by the third party, that the repair cost is less than fifty percent (50%) of the total projected replacement cost, the COUNTY at its sole discretion, may require the CONTRACTOR to hire the third party as a sub-contractor to repair said piece of equipment, at the CONTRACTOR's expense.

C. The cost of replacement pursuant to the above provisions shall be the responsibility of the County. The COUNTY shall contribute an amount equal to one-hundred percent (100%) of the actual replacement cost.

D. It is expressly understood by CONTRACTOR that this Section shall only operate when the County has granted prior written authorization for repair/replacement to be performed and the COUNTY and CONTRACTOR have agreed on the total projected repair cost.

SECTION 10. REPLACEMENT OF SYSTEM COMPONENTS & PARTS BY CONTRACTOR

A. Components shall be replaced by CONTRACTOR at the sole expense of CONTRACTOR. The determination to repair or replace a component or part shall be made in accordance with CONTRACTOR's obligation entered herein to service and maintain COUNTY's HVAC system in order to ensure its proper operation and to minimize system malfunctions.

B. Component/part replacement by Contractor shall be made with Original Equipment Manufacturer (O.E.M.) components/parts only, or Equipment Manufacturer Authorized replacements. Use of components/parts other than the ones stated above are in violation to the terms of this Agreement, unless specifically authorized by the COUNTY, in writing, prior to the replacement being performed.

C. No salvage parts are to be used as replacements unless specifically authorized by the

COUNTY, in writing, prior to the replacement being performed.

D. No components or parts are to be pulled out of standby or other equipment in order to repair a malfunctioning piece of equipment, unless specifically authorized by the COUNTY, in writing, prior to the replacement being performed.

E. Any component/part replaced pursuant to this Section shall become the property of the Contractor and shall be removed from COUNTY's property and disposed of in compliance to all Federal, State and Local regulations, at no additional cost to the COUNTY, unless otherwise directed.

SECTION 11. RE-REPAIR

A. The CONTRACTOR shall monitor, track and identify services that require "re-repair". The CONTRACTOR shall not include the costs of such repairs in the monthly statement. If CONTRACTOR does not notify the COUNTY of instances of re-repair, the COUNTY at its sole discretion may assess a penalty not-to-exceed 150% of the cost of the re-repair.

SECTION 12. 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 shall designate in writing and shall advise CONTRACTOR in writing of the COUNTY's employee to whom all communications pertaining to the day to day conduct of the Agreement shall be addressed. The designated representatives shall have the sole authority to transmit instructions, receive information, interpret and define the COUNTY's policy and decisions pertinent to the work covered in this Agreement. Any work performed by CONTRACTOR at the direction of persons not authorized as provided hereunder shall be so done at CONTRACTOR's risk and expense.

B. CONTRACTOR shall at all times during the normal work week, designate or appoint one (1) representative of CONTRACTOR who is authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continuously advised of such designation. CONTRACTOR shall supply the COUNTY all necessary contact cell phone numbers.

SECTION 13. REPORTS

CONTRACTOR shall submit to the COUNTY all the reports required in this Section by the specified dates. It is intended that the submission of said reports be an essential element of CONTRACTOR's performance and that failure to so perform may be considered by the COUNTY to be a material breach of this Agreement.

A. Work Order Status Report (All work orders, open and closed status)

1. Work Order Status reports shall be submitted via email to the COUNTY on a weekly basis by Monday, 8:00 AM EST from the designated representative of the CONTRACTOR.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format

and with information presented to the COUNTY in a clear, concise. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Report shall include all open work orders, status and comments, if applicable.

4. Reports shall be e-mailed to:

(E-mail address to be provided upon award of the contract)

B. Oil/Chemical Analysis Reports

1. Oil/Chemical analysis must be completed as called out in the Preventive Maintenance Schedule of this Agreement and reports submitted to the COUNTY within forty-five (45) days of the sampling date.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Reports of all the Oil/Chemical analysis shall be e-mailed to:

(E-mail address to be provided upon award of the contract)

C. Preventive Maintenance Reports

1. Preventive Maintenance shall be completed as called out in the Preventive Maintenance Schedules under this Agreement and reports submitted to the COUNTY the next business day after the opening of the work order and again upon completion.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. Preventive Maintenance reports shall be e-mailed to:

(E-mail address to be provided upon award of the contract)

D. Complete Work Order Reports (All completed Work Orders)

1. All Work Order reports shall be submitted to the COUNTY via e-mail the next business day after completion of the work order.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format

and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

3. All Work Order reports shall include the COUNTY's Work Order Number as given to Contractor's dispatch office during service call.

4. Work Order reports shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

E. Water Treatment Analysis Reports

1. Water Treatment Analysis should be completed as called out in the Preventive Maintenance Schedule of this Agreement and reports submitted to the COUNTY within twenty (20) days of the sampling date.

2. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear and concise manner.

3. Reports of all the Water Treatment Analysis shall be e-mailed to:

   (E-mail address to be provided upon award of the contract)

F. Internal Operating Logs

1. CONTRACTOR shall be responsible for the creation, update and maintenance of an operating log for each major component of the COUNTY's HVAC equipment. "Major component", for this section refers to: Water Cooled Chillers, Air Cooled Chillers, All Boilers, and Cooling Towers and others as specified.

2. Contractor shall record in said log all operating data gathered during Daily Routine Checks, Preventive Maintenance and Repair work performed in the component.

3. The Operating Log shall be maintained electronically by the CONTRACTOR and submitted to the designated representative of the COUNTY on a quarterly basis.

4. Reports shall be formulated by the CONTRACTOR in an industry standard format and with information presented to the COUNTY in a clear, concise and readable manner. If specific software is required to view reports, CONTRACTOR must provide the necessary software/portal for viewing at no additional cost to the COUNTY.

SECTION 14. ACCEPTANCE OF HVAC SYSTEM

A. The CONTRACTOR shall inspect all equipment, components and related systems covered under this Agreement. CONTRACTOR hereby agrees that all equipment, components and related systems covered under this Agreement will be accepted and

serviced in its condition "as is" at the time of acceptance of this Agreement.

SECTION 15. MEETINGS WITH COUNTY

A. CONTRACTOR shall be available during the term of this Agreement for meetings, consultations and joint inspections relating to the services provided herein. Said meetings, consultations and inspections shall be held as follows:

1. One Quarterly meeting with CONTRACTOR's administrative staff.

2. One monthly meeting with the CONTRACTOR'S designated representative and any necessary service mechanics and others as required.

SECTION 16. OTHER WORK

A. Other work by the COUNTY or under a separate agreement with a third party may be in progress at the service locations. CONTRACTOR shall cooperate at all times with others and shall coordinate its work with such other work as may be directed by the COUNTY. CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other contractor or by COUNTY employees.

SECTION 17. SUBCONTRACTORS

A. In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any sub contractors or other professional associates in connection with service covered by this Agreement. The CONTRACTOR must secure the prior written approval of the COUNTY, further; any use of a sub-consultant by the CONTRACTOR will result in no additional cost to the COUNTY.

SECTION 18. ENERGY CONSERVATION RECOMMENDATIONS

A. CONTRACTOR shall perform energy studies on buildings selected by the COUNTY and give energy conservation recommendations based on those findings. Studies shall be performed four (4) times per year but not more than three (3) months apart. Number of buildings included in each study shall be determined by the COUNTY. Energy savings recommendations shall include but not limited to energy savings regarding building envelope, lighting and HVAC. This service will be completed at no additional cost to the COUNTY.

SECTION 19. PREVENTIVE MAINTENANCE

Overview

1. It is expressly understood that Preventive Maintenance is essential to the performance of this Agreement and is designed to minimize malfunctions of the HVAC systems, to reduce the need for emergency service and to obtain maximum equipment life at a minimum cost, provided however, that the parties to this Agreement recognize that Preventive Maintenance does not ensure against malfunctions or the need for emergency service.

2. Equipment Preventive Maintenance Schedules will be determined by the County based on equipment run time, age, use, location, maintenance history and equipment manufacturer's specifications.

3. CONTRACTOR shall install and maintain functional, CDC #1 Anti Clog Pan Tabs or equivalent County approved algaecide in all air handler drain pans.

4. The COUNTY, at its sole option, may deduct payment for sites at which Preventive Maintenance services were not rendered in a particular month. Per instance of failure, payment deduction shall total one percent (1%) of the overall annual fixed fee amount for all preventative maintenance under this scope of services.

A. Air Handlers and Fan Coil Units

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every three (3) months and shall include the following:

   a. Check belts for condition, alignment and tension, adjust or replace if necessary.
   b. Check controls for proper operation, adjust if necessary. Lubricate linkages/controls as per manufacturer specifications.
   c. Check fan shaft and bearings for excessive play, replace shaft and/or bearings if necessary.
   d. Check motor mounts for condition, adjust or replace if necessary.
   e. Check motor bearings for excessive play, replace if necessary.
   f. Check fire dampers for condition and status, correct if necessary.
   g. Inspect exterior piping for leaks, repair as necessary.
   h. Check drain pan for accumulation of water and debris, clean drain pan and line to ensure water flows smoothly. Repair/replace drain pan if required. Check condition of Pan Tablets- replace if not functional any more.
   i. Check unit for excessive vibration or noises, correct if necessary.
   j. Check fan wheels for condition and balance (visually), replace if necessary.
   k. Inspect drive sheaves for condition, take corrective action if necessary.
   l. Check inlet vanes (where applicable) and adjust/repair as necessary.
   m. Activate duct heaters for a minimum of (fifteen) 15 minutes during the months of October and November. CONTRACTOR shall notify the COUNTY's representative for this Agreement for Fire Alarm deactivation and reactivation before beginning procedure.
   n. CONTRACTOR will be contacted by the fire alarm service contractor to coordinate the annual test of the fire alarm system as related to dampers and air handlers. CONTRACTOR shall designate a mechanic to be with the fire alarm contractor for the duration of the test. Fire alarm service contractor is paid by the COUNTY under separate Agreement.

2. Annual Preventive Maintenance shall be completed during the month of November and shall include the following:

a. Check all coils for steam, refrigerant or water leaks. Repair or replace if necessary.
b. Pressure clean all coils. Do not use acid cleaners.
c. Check motor operating voltage and current; take corrective action if readings are abnormal.
d. Check ductwork for condition and leaks, including flex connectors, repair or replace if necessary.
e. Check humidifier for condition and proper operation, clean condenser pan, use no acid cleaner.
f. Check all wiring for condition, tighten all connections, and replace defective wiring if necessary.
g. Meg motor and record readings.
h. Check contactor for condition; replace contacts if pitted, worn or arcing indication is present.
i. Check starter for proper operation.
j. Check operating voltages and currents.
k. Check air flow pressure drop on coil against manufacturer specifications, correct if out of spec.
l. Replace fan belts.
m. Clean fan wheel.

B. Hydronic Hot Water Heating

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect burner for proper operation, adjust, repair or replace if necessary.
b. Test low water cutoff valve for proper operation, adjust, repair or replace if necessary.
c. Test pressure relief valve for proper operation, adjust, repair or replace if necessary.
d. Blow down and test low water cutoff and feed water controls, adjust or repair if necessary.
e. Check unit for water, air, steam and fuel leaks, make corrections if leaks are found.
f. Check sequence and operation of flame safeguard controls, adjust or repair if necessary.
g. Check operating and high limit controls for correct setting, reset if necessary.
h. Check modulating motor for proper operation, adjust if necessary.
i. Lift safety/relief valves with at least 70%rated pressure, adjust or replace if necessary.
j. Blow down gauge cocks' and try cocks to confirm glass water level.
k. Check and test boiler blow down valve for leaks and proper opening and closing.
l. Lubricate motor and shaft bearings per manufacturer's recommendations.
m. Rotate lead/lag boilers.
n. Drain the lag boiler and open inspection port for County's inspection of

Calcium and Iron Oxide buildup.

o. Verify combustion air louvers are free of any obstacles inside or outside the boiler room.

2. Semi-annual Preventive Maintenance shall be complete two (2) times per year, once during the month of April and once during the month of September, and shall include the following:

a. Test the following (as applicable):
   1) Firing rate 2. Fuel/air ratio 3. CO2 4. CO 5. Smoke test to determine combustion efficiency

b. Adjust burner air/fuel controls as required in order to obtain proper combustion.

3. Annual Preventive Maintenance shall be completed during the month of September and shall include all of the Monthly and Semi-annual Preventive Maintenance items in sections B. I and B. 2 plus the following:

a. Secure and drain boiler.
b. Open fire side and water side.
c. Check heating surfaces and water side for corrosion, pitting, scale, blisters, bulges, soot accumulation, Calcium Oxide accumulation, Iron Oxide accumulation and other signs of deterioration. Repair as necessary per manufacturer's specifications.
d. Check refractory for cracks and other signs of deterioration.
e. Brush clean all boiler tubes.
f. Clean or replace water column sight glass.
g. Clean fire inspection glass.
h. Disassemble, clean and inspect low water cutoff controls.
i. Reassemble boiler and low water cutoff controls and install new gaskets.
j. Check blow down valve packing and lubricate.
k. Replace fuel filters. Check fuel system for leaks.
l. Replace fuel nozzles.
m. Check electrical wiring to burner controls, blower and other components.
n. Check condition of flue pipe, damper and exhaust stack, repair or replace if required.
o. Clean burner fan wheel and air damper
p. Inspect and clean oil burner gun and ignition assembly, where applicable
q. Check operation of all control switches.
r. Remove flame safeguard scanner and send to certified repair facility for cleaning, testing and calibration.
s. Check all burner linkages for wear, replace if necessary.
t. Tighten all linkage set screws.
u. Check gas valves for leakage (where test cocks are provided).
v. Perform pilot turn down test.
w. Check operation of low water cutoff and feed controls.
x. Check settings and test all operating and limit controls.
y. Refill boiler.
z. Perform hydrostatic test (to 150 psig).

aa. Test safety/relief valves after start-up (full pressure test).
ab. Have boiler certified by outside boiler contractor, with boiler open and boiler closed.

C. Air-Cooled and Water-Cooled Chillers

1. Daily Preventive Maintenance shall be completed once every business day and shall include the following:

a. Log the chiller as specified in manufacturer recommended log form.
b. Check unit for proper operation.
c. Check evaporator and condenser pressures at the gauges on the unit. These pressures must be within manufacturer specifications.
d. Visually inspect refrigerant filter. Frost formation at this filter indicates a restricted filter element.
e. Visually inspect oil filter pressure drop. Replace oil filter if required.
f. Review operating log.

2. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once every month and shall include the following:

a. Check oil level, oil temperature and refrigerant charge.
b. Check compressor for excessive noise/vibrations.
c. Clean all water strainers in both the chilled and condensing water piping systems.
d. Check and test run all operating and safety controls, adjust as required. Record settings.
e. Check pressures, temperatures, voltage and amperage. Record in operator's log.
f. Check purge system; remove water if observed in sight glass.

3. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of January and once during the month of July, and shall include the following:

a. Take oil sample and have a full spectrum analysis done by a qualified laboratory.
b. Check oil level and refrigerant charge.
c. Replace the oil if the oil analysis so recommends.
d. Check all piping and valves for leaks, adjust/repair if necessary.
e. Lubricate all bearings and shafts.
f. Check all electrical wiring and connections and tighten/repair if necessary.
g. Air-cooled chillers visually inspect condenser.

4. Annual Preventive Maintenance shall be completed during the month of January and shall include the following items:

a. Measure the compressor motor winding resistance to ground. Take

corrective actions if measurements are out of manufacturer specifications.

b. Check oil level and refrigerant charge.
c. Test for refrigerant and water leaks.
d. Test and calibrate all operating and safety controls.
e. Tighten all electrical connections to manufacturer specifications.
f. Check condition of contactor for wear and pitting, replace if necessary.
g. Tighten all starter terminals and check contacts for wear. Check and calibrate overloads. Record trip times and trip amps.
h. Check operation of unloaders.

5. Additional Preventive Maintenance items:

a. Eddy current tube analysis for wear and pitting to be performed every three (3) years on the condenser and every three (3) years on the evaporator. Performed during the month of January.

D. Heating Hot Water, Chilled Water, Steam and DX Coils

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of October, and shall include the following:

a. Read pressure across the coil.
b. Clean the coil (brush or pressure wash), use no acid cleaners, only County approved coil cleaner.
c. Read pressure across coil. Clean again if pressure difference is not satisfactory.
d. Coils with excessive fin deterioration shall be replaced.
e. Inspect coil for leaks, repair or replace if necessary.

E. Controls - Pneumatic:

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, but not more than once every six months and shall include the following:

a. Check all thermostats for air leaks, repair per manufacturer specs.
b. Calibrate all thermostats per manufacturer specifications.
c. Check all thermostats for full range operation.
d. Check all pneumatic controllers for air leaks, repair per manufacturer specifications.
e. Calibrate all pneumatic controllers per manufacturer specifications.
f. Check all pneumatic controllers for full range operation.
g. Check all valves for air leaks, repair per manufacturer specifications.
h. Calibrate all valves per manufacturer specifications.
i. Check all valves for full range operation.
j. Check all pneumatic dampers, repair per manufacturer specifications.
k. Calibrate all pneumatic dampers per manufacturer specifications.
i. Check all dampers for full range operation.

F. Cooling Towers:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check oil level in gear reducer, add oil if required.
   b. Check fan, motor and belts for proper operation, take corrective actions if required.
   c. Check float valve assembly and adjust for proper operation if necessary.
   d. Check operating conditions, make adjustments if required.
   e. Check and clean intake strainer.
   f. Check tower for corrosion, take immediate action if required.

   NOTE: Acid or corrosive agent cleaning of any tower component is not permitted.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

   a. Clean debris from platform and surrounding area.
   b. Clean water sump and check condition.
   c. Clean float valve assembly and adjust for proper operation.
   d. Clean and check bleed off line and overflow.
   e. Clean tower spray nozzles and eliminators.
   f. Flush tower after cleaning.
   g. Clean tower strainers.
   h. Check sump heaters and thermostats, for calibration and operation.
   i. Fill system after-tower has been cleaned.
   j. Check system for leaks.
   k. Lubricate fan and motor bearings per manufacturer's recommendations.
   l. Check motor voltage and current.
   m. Check electrical connections, contactors, relays and operating/safety controls.
   n. Check and adjust condenser water temperature regulator system.

   NOTE: Acid or corrosive agent cleaning of any tower component is not permitted.

3. Annual Preventive Maintenance shall be completed during the month of December and shall include the following item:

   a. Change oil in gearbox.
   b. Brush clean and paint metal areas that show signs of corrosion.
   c. Replace belts if applicable.

G. Balancing Damper/Fire Dampers:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every quarter and shall include the following:

   a. Clean out debris/dirt blown against damper.
   b. Check all dampers, louvers and shutters for full range operation, air leaks and electrical connections, repair or replace if necessary. Lubricate all pivots and linkages. On fire dampers remove fusible link and check for full range operation.
   c. Verify operation of any smoke dampers with Fire Alarm contractor.

H. Energy/Building Management Systems

Semi-Annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

- Contact County personnel.
- Review Building Management System (BMS) for critical follow-up and off-line status indications, i.e., system error encounters.
- Review System Event Log with County and discuss BMS operational concerns.
- Perform corrective procedures as appropriate to resolve situations noted in the preceding reviews.
- Provide a written report of work completed and indicate all detected deficiencies.

1. Building control unit inspection

   a. Check LED Indications to verify proper operation of BCU transmit / receive on the ARCNET LAN.
   b. Check UCM wiring trunks and check for possible Error Code Indications.
   c. Check voltage level of BCU Supercap.
   d. Cycle BCU power to initiate Self-Test Diagnostic and monitor sequencing for proper self-test displays of Error Code indications.
   e. Remove excessive dust from heat sink surfaces.
   f. Verify the proper operation of critical control processes and points associated with this unit and make adjustments if necessary.
   g. Run the BCU Mini-monitor for each BCU to check for any error statements and/or codes.

2. PCM & UPCM unit control module inspection

   a. Verify that equipment is being controlled at the appropriate values.
   b. Change one set point value, verify smooth transition and stable control at the new set point.
   c. Return set point to original value. -
   d. Repeat for each additional control loop.
   e. Verify the controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
   f. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

3. Equipment unit control module inspection

   a. Verify that the UCM is in control at the desired value(s).
   b. Change one set point value; verify smooth transition and stable control at the new set point.
   c. Return set point to original value.
   d. Repeat for each additional control loop, if any.
   e. Verify the controlled valves and dampers will stroke fully in both directions, sealing tightly where appropriate.
   f. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

4. VAV Box unit control module inspection

   a. Verify that the UCM is in stable control at the desired value(s).
   b. Where controller performance is in question, change set point value(s) and verify smooth stable control at the new value(s).
   c. Return set point(s) to original value(s).
   d. Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.

   NOTE: Verify and calibrate other points associated with these units where the need for possible corrective maintenance is indicated.

I. Exhaust Fans:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every Three (3) months and shall include the following:

   a. Check unit for proper operation, noises/vibration.
   b. Check drive belt, adjust or replace as necessary.
   c. Lubricate fan shaft bearings.
   d. Lubricate motor bearings if applicable.
   e. Clean fan wheel and fan housing.

2. Annual Preventive Maintenance shall be completed during the month of March and shall include the following items:

   a. Check fan blade/wheel for condition, replace if necessary.
   b. Check unit for vibration and noises, repair as necessary.
   c. Check duct and flex connectors, repair/replace as necessary.
   d. Check fan dampers for proper operation, repair as necessary.
   e. Lubricate fan dampers if applicable.
   f. Check guards and make sure unit is properly secured.
   g. Check all electrical wiring for condition; replace any frayed, cracked or burned wires.
   h. Measure and record operating current and voltage.
   i. Replace belts if applicable.

J. Ice Machines:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once per quarter and shall include the following:

   a. Clean condenser coil. Do not use acid cleaners for this purpose, only County approved coil cleaner.
   b. Clean plates with nickel safe cleaner.
   c. Clean bin and drain lines.
   d. Disassemble and clean water tube.
   e. Clean sump assembly.
   f. Check harvest time against manufacturer's specifications, diagnose and correct if necessary.
   g. Measure and record pressures and amperages.

K. Pneumatic System:

1. Weekly Preventive Maintenance shall be completed fifty two (52) times per year, but not more than once per week and shall include the following:

   a. Check air compressor(s) oil level, add if necessary. Do not use automotive type oil. Use only the equipment manufacturer's specified oil type.
   b. Drain water from air compressor tank.
   c. Check air compressor filter, clean if necessary.

2. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check valves for leakage and proper operation, repair, adjust or replace if necessary.

3. Bi-Monthly Preventive Maintenance shall be completed six (6) times per year, but not more than once every two (2) months and shall include the following:

   a. Check refrigerated air dryer(s) for proper refrigerant charge, suction and discharge pressures and overall operation.
   b. Check refrigerated air dryer(s) for unusual vibrations, noises, misalignment, excessive end play of shafts and unbalanced moving parts.
   c. Clean condenser coil on refrigerated air dryer.
   d. Test all mechanical and electrical controls.
   e. Check all electrical wiring.

4. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every quarter and shall include the following:

   a. Change air compressor(s) oil and filter (if so equipped). Do not use automotive type oil. Use only the equipment manufacturer's specified oil

type.

b. Test air compressor(s) for air leaks. Wet test.
c. Check thermostat and controllers, calibrate if necessary.
d. Check pressure switch and alternating switch in air compressor. Calibrate or replace as necessary.

5. Annual Preventive Maintenance shall be completed during the month of November and shall include the following item:

a. Replace belts on air compressors.

L. Pumps:

1. Quarterly Preventive Maintenance shall be completed four (4) times per year, but not more than once every three (3) months and shall include the following:

a. Check suction and discharge pressures. Where connections are provided. b. Check motor voltage and amperage.
c. Visually check motor and pump alignment, re-align if necessary.
d. Check motor operating conditions, check for signs of overheating, and vibrations.
e. Check for loose or frayed electrical connections.
f. Clean and check pump strainers and suction diffusers.
g. Check all valves and piping for leaks.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of December and once during the month of June, and shall include the following:

a. Lubricate pump bearings per manufacturer's recommendations.
b. Lubricate motor bearings per manufacturer's recommendations.

3. Annual Preventive Maintenance shall be completed during the month of November and shall include the following items:

a. Inspect mechanical seals &packing, replace and adjust as required.
b. Tighten all nuts and bolts, check motor mounts and vibration pads, replace and adjust if necessary.
c. Check motor and pump alignment, re-align if necessary. -
d. Operate pump and check efficiency.

M. Pumps - Sump/Pit/Condensate Return:

1. Monthly Preventive Maintenance shall be completed once per month during the heating season and shall include the following:

a. Lubricate shaft and motor bearings.
b. Lubricate float slide mechanism if applicable.
c. Check for leaks and excessive vibrations, repair if required.

2. Annual Preventive Maintenance shall be completed during the month of September and shall include the following items:

   a. Remove pump assembly from pit.
   b. Clean pit.
   c. Disassemble pump and clean.
   d. Inspect pump components.
   e. Replace bearings, seals, packing, impeller and or shaft if necessary.
   f. Reassemble pump and install in pit.
   g. Run pump and test for proper operation.

N. Reciprocating Equipment:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Check and adjust operating and safety controls.
   b. Check operation of crankcase heater.
   c. Check compressor oil level, add as required.
   d. Check general operation of the control circuits.
   e. Check water/air flow of evaporator and condenser.
   f. Check operation of all motors and starters.
   g. Check compressor oil level, add if necessary.
   h. Lubricate motor bearings in open compressors.
   i. Check motor to compressor coupling, replace if necessary.
   j. Check all safety controls for adequate operation.
   k. Check unloaders for proper operation.
   l. Replace any components that show signs of corrosion.

2. Annual Preventive Maintenance shall be completed during the month of February and shall include the following items:

   a. Check unit thoroughly for refrigerant leaks, correct as necessary.
   b. Check and calibrate safety and operating controls,
   c. Meg test compressor motor.
   d. Check and tighten all electrical connections and check contacts for wear.
   e. Tighten motor terminals and control panel terminals.
   f. Check external interlocks, flow switches, pumps and fans.
   g. Clean condenser tubes, use nylon brush. Do not use acid.
   h. Check compressor vibration eliminators for condition, replace if required.
   i. Clean and flush water cooling system if applicable.
   j. Change oil and filter if applicable.
   k. Check all mechanical connections tighten to manufacturer's specifications.
   l. Check operation of bypass valve or unloader.
   m. Test operation of safety cutouts; high pressure, low pressure, freeze and oil temperature, calibrate to manufacturer's specifications.
   n. Check all wiring for signs of deterioration due to heating or defective insulation, replace if necessary.

o. Check operating voltages and currents.
p. Check starter for proper operation, check for signs of wear, pitting, arcing, replace if necessary.
q. Check refrigerant charge.
r. Check suction and discharge pressures.
s. Check reversing valve for proper seating.

3. Additional Preventive Maintenance items:

a. Eddy current tube analysis for wear and pitting to be performed every three (3) years on the condenser and every five (5) years on the evaporator. Performed during the month of March.
b. Oil sample for analysis of wear metals, acid content and moisture, is to be performed two times a year, once in March and once in September.

O. Steam system:

1. Daily Preventive Maintenance shall be completed once every business day and shall include the following:

a. Check water softener valve operation.
b. Check feed water pump mechanical seals.
c. Perform chemical test on boiler.
d. Blow boiler down as necessary.

2. Monthly Preventive Maintenance shall be completed once per month during system operation, but not more than once per month and shall include the following:

a. Check traps and strainers for dirt. Check for proper operation. Check proper seating of float control. Check temperature with infrared sensor to +/-5 degrees Fahrenheit of manufacturer's specifications.
b. Check operation of steam valves and regulators and check system for Steam leaks. Take corrective action if necessary. Follow manufacturer's repair specifications.
c. Check water softener valve operation.
d. Lubricate condensate pump bearings as per manufacturer's recommendations.
e. Check packing and seating in control valves and hand valves.
f. Check piping and pipe lagging.
g. Note: Feed water pump mechanical seals must, be visually inspected on a daily basis.

3. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Disassemble and clean feed water pumps per Schaub Bulletin 7-I 215.

4. Annual Preventive Maintenance shall be completed during the month of September and shall include the following items:

   a. Remove and clean condensate pit pumps. See section "PUMPS-SUMP/PIT/CONDENSATE RETURN" for details.
   b. Clean pits.
   c. Disassemble and clean heat exchangers.
   d. Check circulator pumps, check amperage against manufacturer's specifications, check impeller for excessive wear. e. Clean strainers.

P. Unitary Equipment:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

   a. Record temperatures, pressures, voltages and amperages, etc. in operator's log.
   b. Check and adjust operating and safety controls.
   c. Check operation of crankcase heater.
   d. Check oil level and add oil as required. e. Check operation of control circuit.
   f. Replace air filters.
   g. Check operation of motor and starter contactor.
   h. Check heating controls.
   i. Check gas burner or heating element operation.
   j. Check belt alignment and tension, adjust or replace as necessary.
   k. Check condensate pump.
   l. Check condensate drain pan safety switch.
   m. Check humidity control on units so equipped.
   n. Check outside air grills, if applicable

2. Annual Preventive Maintenance shall be completed during the month of October and shall include the following items:

   a. Check unit thoroughly for refrigerant leaks.
   b. Check and calibrate safety controls and overloads.
   c. Meg test compressor motor and record readings.
   d. Check main contactor, tighten all contactor terminals and check contacts for wear.
   e. Check oil level in compressor (where applicable).
   f. Tighten motor terminals and control panel terminals.
   g. Check external interlocks.
   h. Take oil sample (where applicable).
   i. Lubricate fan bearings.
   j. Replace belts.
   k. Check damper operation, lubricate and adjust as necessary.
   l. On units with Gas Heat option:
      1) Check operation and calibration of gas components.
      2) Check burner sequence of operation.

3) Clean and check combustion blower.
4) Check combustion efficiency.
5) Inspect heat exchanger.
6) Check and calibrate operating controls.

m. On units with Electric Heat option:
1) Inspect electrical connections and contactors.
2) Check and calibrate all operating and safety controls.

n. On units with Water/Steam Heat option:
1) Inspect control valves and traps.
2) Check and calibrate all operating and safety controls.

Q. VAV Boxes:

1. Semi-Annual Preventive Maintenance shall be complete two (2) times per year, once during the month of April and once during the month of November and shall include the following items:

a. Check that pneumatic tubing/electrical connections are in place and tight.
b. Tighten arm on motor output shaft.
c. Cycle actuator and check box for proper operation.
d. Lubricate actuator linkage and damper pivot points.
e. Check boxes for loose duct connections.
f. Check mechanical arms for proper operation.
g. Check operation of heat strips where applicable
h. On all DDCVAV boxes, test cycle, through the BMS and observe physically all operational functions.

R. Water Treatment:

1. Condenser Water (Cooling Tower -Open System)

a. Bi-Weekly Preventive Maintenance shall be completed twenty six (26) times per year but not more than once every two weeks and shall include the following item:
1) Check chemicals in feed tank, add or adjust concentration if necessary.

b. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:
1) Check chemicals in feed tank and add or adjust as necessary.
2) Check dissolved solids contents in water.
3) Check PH of water being treated.
4) Check bleed rate.
5) Check chemical content in system being treated.
6) Check for algae.

c. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of

September, and shall include the following:

1) Clean chemical feed pump section strainer,
2) Disassemble and clean bleed line strainer.
3) Disassemble and clean flow through sensor.
4) Disassemble and clean solution bleed valve.
5) Disassemble and clean check valve assembly.

2. Chilled/Hot Water (Closed Loop System)

a. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:
1) Check chemical contents in system being treated, add chemicals as necessary.

3. Steam Boiler System

a. Daily Preventive Maintenance shall be completed once every business day and shall include the following:
1) Test water hardness and note readings in operator's log.
2) Check dissolved solids in water and note readings in operator's log.
3) Check condensate return water for protective chemical level and note readings in operator's log.
4) Check other treatment chemicals in boiler for adequate levels and note readings in operator's log.

S. Water Valves:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check for proper operation and leaks, repair or replace as necessary.

T. Variable Speed Drives:

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check all wiring connections, tighten and repair if necessary.
b. Verify cooling system is operating properly (refrigerant, water, and fan), make repairs as necessary.
c. Check voltage and amperage, insure VSD is operating within correct frequencies.

U. Fan Terminal Boxes

1. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Check that electrical connections are in place and tight.
b. Tighten arm on motor output shaft.
c. Cycle actuator and check box for proper operation.
d. Lubricate actuator linkage and damper pivot points.
e. Check boxes for loose duct connections.
f. Check mechanical arms for proper operation.
g. Check operation of heat strips where applicable
h. On all DDCVAV boxes, test cycle, through the BMS and observe physically all operational functions.

V. Condensing Units and Heat Pumps

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Check unit and refrigerant piping for leaks, re-charge if necessary.
b. Check that all air intakes and passage ways for units are clear of debris.
c. Check voltage and amps.

2. Semi-annual Preventive Maintenance shall be completed two (2) times per year, once during the month of March and once during the month of September, and shall include the following:

a. Wash condenser fans with low pressure hose and cleaning agent approved by the COUNTY.
b. Remove fan/motor assembly, check all motor connections, and tighten if necessary.
c. Remove any debris inside unit.

W. Chilled Water/Heating Hot Water/Steam/DX Piping

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect piping in mechanical rooms for any leaks (water and refrigerant), repair if necessary.
b. Inspect all piping insulation for piping systems.
c. Report to COUNTY attention any chilled/hot water, steam and refrigerant system lines that may need insulation repairs.

X. Ductwork (Sheet Metal/Fiberglass/Plex)

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

a. Inspect ductwork in mechanical rooms and yards for any leaks.
b. Inspect all ductwork insulation; repair any insulation that has been damaged due to water intrusion/saturation.

Y. Diffusers, Grills, Registers, Louvers

1. Monthly Preventive Maintenance shall be completed twelve (12) times per year, but not more than once per month and shall include the following:

    a. Inspect for corrosion and damage.
    b. Inspect exterior louvers for blockage, clean as necessary.

Z. Additional Services:

1. Painting of Equipment/Components/Equipment Supports

    a. Contractor is responsible for painting of equipment, its components and supporting structures when required, so corrosion is minimized.
    b. Contractor is responsible for replacement of equipment panels/enclosures which have excessive corrosion.

HVAC Equipment List

FACILITY ID	FACILITY NAME
2445	Administrative Services Center

200 County Home Rd
Sanford, FL 32773
Year Built: 1985
Sq ft: 9968

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Carrier	40RMQ012-B600HC	1798F38510		2nd Fl Mech Rm	1998		None	None				5 years	Yes	No
CDU #1	Carrier	38AQS012-500	0398F17628	10	Ground Side Lot	1998		None	None				5 years	No	No
AHU #2	Carrier	40RMQ012-B600HC	4698F83519		2nd Fl Mech Rm	1998		None	None				5 years	Yes	No
CDU #2	Carrier	38AQS012-500	3998F73550	10	Ground Side Lot	1998		Fin Damage & Dirty Coil	Fix Fins and Clean	$250			5 years	No	No
AHU #3	Carrier	40RMQ016-B600HC	2599F28739		1st Fl Wellness Ctr	1999		None	None				6 years	Yes	No
CDU #3	Carrier	38AQS016-530	2299F23554	15	Ground Side Lot	1999		Dirty Coil	Clean	$150			5 years	No	No
AHU #4	Carrier	FB4ANF024	3101A68850		1st Fl Comp Rm	2001		Dirty Filter	Clean				9 years	No	No
CDU #4	Bryant	561CJ024E	4901E11601	2	Ground Back Side	2001		Dirty Coil	Clean	$150			9 years	No	No
AHU #5	Lennox	CBS18-41-3P	5188E68742		1st Fl Phone Rm	1988		Pan Full of Water Flow Switch Has Unit Off	Fix Water Leak or Replace Unit		$1,640	$2,460	1 year	No	No
CDU #5	Lennox	HS16-411U-4P	5188E01337	4	Ground Back Side	1988		Past ASHRAE Service Life	Replace		$2,151	$3,300	1 year	No	No
Exhaust Fan	Greenheck	GB-10-4X-0D-2A	66000457	1/4	Restroom Roof	1986		Past ASHRAE Service Life	Replace		$1,675		1 year	No	No
AHU	Lennox	CH18-65-1	5484K07721		Wellness Ceiling	1984		Power to unit is off	Check Out way		$1,630	$2,445	0	No	No
CDU	Lennox	N/A	N/A	1 1/2	Ground Back Side	1984		Power to unit is off	Check Out Way		$800	$1,400	0	No	No
Exhaust Fan-1	N/A	N/A	N/A	N/A	Wellness Back Hallway	1984		None	None				2 years	No	No

FACILITY ID	FACILITY NAME
2487	Animal Control Facility

232 Bush Blvd. N.
Sanford, FL
Year Built: 1989
Sq ft: 23514

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU-1	Trane	2TTB0060A1000AA	23124K23F	5	Back Of Admin	2002		Dirty coil	Clean	$250			10 years	No	No
AHU-1	Trane	TWE060C15FDO	2322LY01V		Admin Mech Rm	2002		None	None				10 years	No	No
CDU-2	Trane	2TTB0060A1000AA	23035F83F	5	Back Of Admin	2002		Dirty coil	Clean	$250			10 years	No	No
AHU-2	Trane	TWE060C15FDO	2322LYX1V		Admin Mech Rm	2002		None	None				10 years	No	No
WPU-1	Bard	WA372-A00	225J0310339S0-02	3	Cat Adoption	2002		None	None				10 years	Yes	No
WPU-2	Bard	WA372-A00	225D062179547-02	3	Cat Adoption	2002		None	None				10 years	Yes	No
Ice Machine	Manitowoc	QD0322A	10164125	1 1/2	Chicken Coop	2001		None	None				5 years	No	No
Ice Machine	Ice-O-Matic	ICE0400FA3	70712800 12614		Chicken Coop	2007		None	None				10 years	No	No
Exhaust Fans (18)	N/A	N/A	N/A	1/2	Kennels Areas	1988		Dirty	Clean	$4,000			1 year	No	No
Tube Heat (12)	Co-Ray-Vac	CRV-B2	00-002-020-0006	240	Kennels Areas	1988		No power due to fire					1 year	No	No
Vacuum Pump (3)	Co-Ray-Vac	EP100/200/AB200	9607-001-0101		Kennels Areas	1988		No power due to fire	Replace		$15,490		1 year	No	No
Exhaust 1 of 2	Greenheck	SP-27	23055	1/2	Admin Bldg Staff Bathrooms	1988		Past ASHRAE service life	Replace		$720		1 year	No	No
Exhaust 1 of 2	N/A	N/A	N/A	N/A	Admin Bldg Public Bathrooms	1988		Past ASHRAE service life, 1 of 2 does not work	Replace		$720		1 year	No	No
Crematorium Freezer															

FACILITY ID	FACILITY NAME
8025	Central Transfer Station-Scale House
1950 St. Rd. 419	
Longwood, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Magicaire	60BVXBVW	910419464		Mech Room	1991		Past ASHRAE service life	Replace		$1,750		1 year	Yes	No
CDU	Snyder General	YC060G	H891414974	5	Rear of Scale House	1989		Past ASHRAE service life	Replace		$3,480	$4,950	1 year	No	No

FACILITY ID	FACILITY NAME
8025	Central Transfer Station / Admin Bldg.

1950 St. Rd.419
Longwood, FL
Year Built: 1992

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	39LA15GA-BX-BBE-A9	2902F67225		Lower Mech Room	2002		None	None				10 years	Yes	Yes
CDU	Carrier	38AH-034-610AC	2502F62282	30	Ground On Hill	2002		Dirty coil	Clean	$300			10 years	Yes	Yes
PRV-1	Penn	CB18	T1	1/4	Roof	1992		Fan not running	Replace		$960		1 year	No	No
PRV-2	Penn	RB30	T2	3	Roof	1992		Fan not running	Replace		$3,355		1 year	No	No
PRV-3	Penn	AB20	T3	1/3	Roof	1992		Fan not running	Replace		$1,030		1 year	No	No
Ice Machine	Hoshizaki	KM-500MAF	KO7544L	2	Lower Mech Room	2001		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Propeller Fan	Penn	BCH42	146284	3	Left Transfer Bay Tunnel	1992		None	None				5 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	910166-002	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	910600-001	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	9101600-002	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No
Vane Axial Fan	Aerobent	38W729-VW-1750-20	N/A	2	Right Transfer Bay Tunnel	1992		None	None				10 years	No	No

FACILITY ID	FACILITY NAME														
8025	Central Transfer Station / Maintenance Bldg.														
1950 St. Rd.419															
Longwood, FL															
Year Built: 1992															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan 1 of 2	Greenheck	RDU-36-618-B30-X	07B03302	N/A	Maintenance Bldg Roof	2007		None	None				20 years	No	No
Exhaust Fan 1 of 2	Greenheck	RDU-30-422-B10-X	07D03300	N/A	Maintenance Bldg Roof	2007		None	None				20 years	No	No

FACILITY ID	FACILITY NAME
8103	Chuluota Wilderness Caretaker House

3895 Curryville Rd
Oviedo, FL 32766

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38BYC024340	3502E05228	2	Chuluota Caretaker house	2002		NONE	NONE				8 yrs	NO	NO
AHU	Carrier	FC4BNF030	4102A70627		Chuluota Caretaker house	2002		NONE	NONE				8 yrs	NO	NO

FACILITY ID	FACILITY NAME
2476	Civil Courthouse Building

301 Park Ave. North
Sanford FL
Year Built: 1973
Sq ft: 99000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1	Trane	RTHA215FCPOLDOC3LF2LFNN00G	U91L06802	215	1st Fl Mech Rm	1991		None	None				7 years	No	Yes
Chiller 2	Trane	RTHA215FCPOLDOC3LF2LFNN00G	U91L06801	215	1st Fl Mech Rm	1991		None	None				7 years	No	Yes
Cooling Tower 1	Marley	XM256TLFP8837	535252		North Tower Penthouse	1991		Rusty motor, scale buildup	Clean or replace		$42,070		2 years	No	Yes
Cooling Tower 2	Marley	XM256TLFP8837	535252		North Tower Penthouse	1991		Rusty motor, scale buildup	Clean or replace		$42,070		2 years	No	Yes
Boiler	Weil-McLain	BG1394WS		4200	1st Fl Mech Room	1997		None	None				20 years	No	No
CWP #1	Weinman	4L2-000P14G4	182545-2	720	1st Fl Mech Room	1991		None	None				3 years	No	No
CWP #2	Weinman	4L2-000P14G4	182545-1	720	1st Fl Mech Room	1991		None	None				3 years	No	No
CHWP #1	N/A	N/A	N/A		1st Fl Mech Room	N/A		None	None				5 years	No	No
CHWP #2	N/A	N/A	N/A		1st Fl Mech Room	N/A		None	None				5 years	No	No
HWP #1	PACO	29-40111-145001-06	H24625 A		1st Fl Mech Room	N/A		Corroded	Replace		$8,952		1 year	No	No
HWP #2	PACO	29-40111-145001-06	H24625 B		1st Fl Mech Room	N/A		Leaks oil	Replace		$8,952		1 year	No	No
Air Compressor 1	Kellogg	332TVX	71330		1st Fl Mech Room	N/A		None	None				5 years	No	No
Air Compressor 2	Devilbiss	H4943	418905		1st Fl Mech Room	N/A		None	None				5 years	No	No
AHU 1	Trane	M-25	K1F201113		South Tower 2nd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$25,225		1 year	Yes	Yes
AHU 2	Trane	M-14	K1G201118		South Tower 2nd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$19,675		1 year	Yes	Yes
AHU 3	Trane	M-25	K1F201114		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$25,225		1 year	Yes	Yes
AHU 4	Trane	M-10	K1G201119		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$17,200		1 year	Yes	Yes
AHU 5	Trane	M-17	K1F201115		South Tower 3rd Fl Mechanical Room	1975		Past ASHRAE service life	Replace		$20,850		1 year	Yes	Yes
AHU 6	Trane	L-8	K1F201116		South Tower 1st Fl Hallway Ceiling	1975		Past ASHRAE service life	Replace		$15,670		1 year	Yes	Yes
AHU 7	Trane	M-12	K1F201117		South Tower 2nd Fl Hallway	1975		Past ASHRAE service life	Replace		$17,850		1 year	Yes	Yes
AHU 8	Trane	83	K1H201265		North Penthouse	1975		Past ASHRAE service life	Replace		$37,648		1 year	Yes	Yes
AHU 9	Liebert	FH125A-A01	103324B		1st Fl North	1985		Past ASHRAE service life	Replace		$18,060		2 years	No	No
CDU 9	Trane	CAUD-C154-B	T98F13429	10	Northeast Ground	1998		Dirty Coil	Clean	$400			5 years	No	No
AHU 10	Payne	PF1MNA024	2398A9272		South Tower Mechanical Com Room	1998		None	None				5 years	No	No
CDU 10	Payne	PA10J024A	3098E21100	2	South Tower Mechanical Room	1998		Dirty coil	Clean	$400			5 years	No	No
AHU 1	Goodman	ARUF30301BA	6060 37953		North Tower Penthouse Com Room	2006		None	None				13 years	No	No
CDU 1	Goodman	GSC130301AA	6067 88733	2 1/2	North Tower Penthouse	2006		None	None				13 years	No	No
AHU 2	Carrier	FB4ANF060	3200A73968		North Tower Elevator Room	2000		None	None				7 years	No	No

FACILITY ID	FACILITY NAME
2476	Civil Courthouse Building

301 Park Ave. North
Sanford FL
Year Built: 1973
Sq ft: 99000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU 2	Carrier	38CK060300	1880E27383	5	North Tower Roof	2000		Suction line not insulated	Insulate	$250			7 years	No	No
AHU 3	Carrier	FB4AN036	3010A56244		South Tower Penthouse	2000		Unit not cooling	Check freon	$400			7 years	No	No
CDU 3	Carrier	38CK036340	2500E1495	3	South Tower Roof	2000		Bad condenser motor	Fix or replace		$2,260	$3,030	7 years	No	No
Exhaust Fans (8)	Sound Air	N/A	N/A	4	Roof	1975		Past ASHRAE service life	Replace		$11,800		0	No	No

FACILITY ID	FACILITY NAME
3115	Tax Collector - West Branch
995 SR 434	
Longwood, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Carrier	50DP01250	U896828	10	Roof	1989		Dirty Coil	Clean	$400			2yr's	Yes	No
RTU 2	Trane	TCC060F300BA	K261R3W2H	5	Roof	1995		None	None				4yr's	Yes	No

FACILITY ID	FACILITY NAME
2454	Clerk of the Court - West Branch

995 SR 434
Longwood, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	TWG060A150B1	4491L8Y6V		In Ceiling	2004		None	None				12yr's	No	No
CDU 1	Carrier	TTR060C100A2	L104TM7BF	5	On Roof	1996		None	None				3yr's	No	No
AHU 2	Carrier	40QH048300	T301919		In Ceiling	2001		None	None				7yr's	No	No
CDU 2	Carrier	38EC148300	X308886	4	On Roof	1986		Past ASHRAE Service Life	Replace		$3,080	$5,560	1yr	No	No

FACILITY ID	FACILITY NAME
8029	Clerk of the Court - East Branch
384 Wilshire Blvd	
Casselberry, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 4	Tempstar	NBA3024SKAI	L881488826		CLERK OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$1,500		1YR	NO	NO
CDU 4	Whirlpool	H21B243ABCA	30286329653	2	OUTSIDE BACK WALL OF BLDG.	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,216	$3,630	1YR	NO	NO
AHU 5	Tempstar	NBA30305KAI	L881358546		CLERK OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,400		1YR	NO	NO
CDU 5	DUCANE	ACI0B30-A	4592290347	2 1/2	OUTSIDE BACK WALL OF BLDG.	2003		NONE	NONE				11YR'S	NO	NO
AHU 6	Goodman	A60-01	870400138		CLERK OFFICE CEILING	1987		PAST ASHRAE SERVICE LIFE	REPLACE		$2,850		1YR	NO	NO
CDU 6	DUCANE	2AC13L60P-1B	662551303650	5	OUTSIDE BACK WALL OF BLDG.	2007		NONE	NONE				14 YRS	NO	NO

FACILITY ID	FACILITY NAME
8026	Tax Collector - West Branch
384 Wilshire Blvd	
Casselberry, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Tempstar	BCM060XKA1	L881091156		TAG OFFICE CEILING	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$3,650		1YR	NO	NO
CDU 1	Payne	PA10JA048A	4699E04832	4	OUTSIDE BACK WALL OF BLDG.	1999		NONE	NONE				7YR'S	NO	NO
AHU 2	GOODMAN	ARUF036-00A-1A	501600786		TAG OFFICE CEILING	2005		NONE	NONE				13YR'S	NO	NO
CDU 2	GOODMAN	CKL3L-1L	508263714	3	OUTSIDE BACK WALL OF BLDG.	2005		NONE	NONE				13YR'S	NO	NO
AHU 3	Luxaire	C+HC024SA	ECXS175709		HALL WAY BACK OF BLDG.	2002		NONE	NONE				10YR'S	NO	NO
CDU 3	Bryant	590ANX024000AAAA	2490E20666	2	OUTSIDE BACK WALL OF BLDG.	1990		PAST ASHRAE SERVICE LIFE	REPLACE		$2,216	$3,630	1YR	NO	NO

FACILITY ID	FACILITY NAME
2442	Co-op Extension Center - Extension Admin Office

240/250 County Home Rd
Sanford FL 32773
Year Built: 1979
Sq ft: 7894

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	40RMQ016-B600HC	4996F86427		Coop Mech Rm	1998		Outside Air Blocked off	Remove Cardboard				5yr's	Yes	No
CDU	Carrier	38AQS016-500	5098F88379	15	Ground Coop	1998		Fin Damage Dirty Coil	Fix & Clean	$250			4ys	No	No
Exhaust Fan	N/A	N/A	N/A	N/A	Coop Roof	1988		Fan needs belt. FAN past ASHRAE service life	Replace Fan		$1,720		1yr	No	No

FACILITY ID	FACILITY NAME														
2442	Co-op Extension Center - Auditorium														
240/250 County Home Rd															
Sanford FL 32773															
Year Built: 1979															
Sq ft: 7894															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Carrier	40RMQS016-B600HC	5098F88081		Auditorium Mech	1998		None	None				5yr's	Yes	No
CDU	Carrier	38AQS016-500	2498F49514	15	Ground Auditorium	1998		Plants Around C/U	Trim Back Plants				4ys	No	No
Exhaust Fan	N/A	N/A	N/A	N/A	Auditorium Roof	1988		Fan won't run FAN past ASHRAE service life	Replace Fan		$1,720		1yr	No	No
Ice Machine	Manitowoc	QD0282A	10362276	1	Auditorium Outside	2001		None	None				5yr's	No	No

FACILITY ID 8014 1120 Wailua Ln. Lake Mary, FL 32746	FACILITY NAME WTP Greenwood Lakes Reuse

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Trane	2TWR1060A1000AB	5102TG81F	5		3/2005		NONE	NONE				12yr's	No	No
AHU	Trane	TWE060C15FD0	50924592V					NONE	NONE				12yr's	No	No

FACILITY ID	FACILITY NAME
3602	Traffic Engineering - Paint Storage

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Reco.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Ductless Wall Unit	Fujitsu	ASU18CL	DCA004749		Face Room	2004		None	None				11 years	No	No
CDU	Fujitsu	AOU18CL	DCN005570	1 1/2	Transmitter Tower Area	2004		None	None				11 years	No	No

FACILITY ID	FACILITY NAME
8023	Transmitter Bldg.-Altamonte Springs
175 Newbury Ave.	
Altamonte Springs, FL 32701	
Year Built: 1990	
Sq. ft.: 198	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Bard	24WA2	62K82289184	2	OUT SIDE N. WALL	1989		REACHED ASHRAE SERVICE LIFE	REPLACE		$2,890		0 YRS	YES	NO
WPU 2	Bard	24WA2	62K82289191	2	OUT SIDE N. WALL	1989		REACHED ASHRAE SERVICE LIFE	REPLACE		$2,890		0 YRS	YES	NO

FACILITY ID	FACILITY NAME
3247	Transmitter Bldg.-Chuluota

1301 Tropical Ave.
Oviedo, FL. 32766
Year Built: 1995
Sq ft: 280

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Liebert	ET060-PFO	349041-006	5	wall	1990		dirty	clean	$250			2yr's	none	n/a
WPU 2	Liebert	ET060-PFO	349041-005	5	wall	1990		dirty	clean	$250			2yr's	none	n/a
WPU 3	Liebert	ET060-PFO	349041-002	5	wall	1990		dirty	clean	$250			2yr's	yes	n/a

FACILITY ID	FACILITY NAME
3246	Transmitter Bldg.-Dike Road

3574 Dike Rd.
Oviedo, FL. 32765
Year Built: 2000
Sq ft: 315

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Comfort Aire	W36CF10B1F00A	99B-P5226651	3	Out side of bldg, wall mount	1999		Dirty	Clean coil	$250			5yr's	yes	no

FACILITY ID	FACILITY NAME
2492	Transmitter Bldg.-Five Points
144 Bush Loop	
Sanford, FL. 32773	
Year Built: 1995	
Sq ft: 640	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Comfort Aire	W60C500B1F00A	97C-P30226H	5	Outside S.-Wall	1997		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 2	Comfort Aire	W60C500B1F00A	98B-P30277H	5	Outside W.-Wall	1998		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 3	Comfort Aire	W60C500B1F00A	98B-P302275H	5	Outside W.-Wall	1998		Dirty Coil	Clean	$150			5yrs	Yes	No
WPU 4	Comfort Aire	W60C500B1F00A	97-CP30225H	5	Outside N.-Wall	1997		Dirty Coil	Clean	$150			5yrs	Yes	No

FACILITY ID	FACILITY NAME
3284	Transmitter Bldg.-Geneva
2nd Street	
Geneva, FL 32732	
Year Built: 1995	
Sq. ft. : 300	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Liebert	ET060A-PFD	349041-004	5	Exterior Wall	1990		Dirty coil	Clean				1 year	No	No
WPU 2	Liebert	ET060A-PFD	349041-003	5	Exterior Wall	1990		Dirty coil	Clean				1 year	No	No
WPU 3	Liebert	ET060A-PFD	349041-001	5	Exterior Wall	1990		Dirty coil	Clean				1 year	Yes	No

FACILITY ID	FACILITY NAME
8115	Transmitter Bldg - Oviedo

420 Alexandria Blvd.
Oviedo, FL 32773
Year Built: 2002
Sq. ft. : 384

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PKG 1	Bard	X-WA701B09EPD053	187B011589435-02	3	Out side front of Bulg.	2002		none	none				9yr's	yes	no
PKG 2	Bard	W-WA701B09EPD053	187B011589430-02	3	Out side back of Bulg.	2002		none	none				9yr's	yes	no

FACILITY ID	FACILITY NAME
8022	Transmitter Bldg.-Paola
4905 Wayside Dr.	
Sanford, FL 32771	
Year Built: 2006	
Sq. ft. : 288	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Package Unit	Carrier	50ZP-030-301	2197G41359	2 1/2	EAST SIDE OF BLDG	1997		DIRTY	CLEAN COIL & SERVICE	$250			3YR	NO	NO
PWU-1	BARD	WL602-A05XWXXXJ	153M041965256-02	5	NORTH SIDE OF BLDG	2002		NONE	NONE				10YR	YES	NO
PWU-2	BARD	WA602-A05XWXXXJ	152F052037288-02	5	NORTH SIDE OF BLDG	2002		NONE	NONE				10YR	YES	NO

FACILITY ID	FACILITY NAME
2494	Transmitter Bldg.-Sabal Point

930 Wekiva Spr. Rd
Longwood, FL 32779
Year Built: 1995
Sq ft: 144

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Armstrong Air	BCS2M24C00NA1P-1	6007D27329		Inside Bldg. Back Wall	2007		None					14 years	No	No
C/U-1	Armstrong Air	2SCU13LE124P-1	1606B20771	2	Outside Front of Bldg.	2007		None					14 years	No	No

FACILITY ID	FACILITY NAME
8102	Transmitter Bldg.-Water Tower
502 SR 434	
Altamonte Springs, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PKG 1	Payne	PAIZBA060000AAA	1499G42313	5	EAST SIDE OF BULG	1999	YELLOW	DIRTY ICED UP	CLEAN COIL CHECK REG. CHARGE	$200			3YR.	NO	NO
PKG 2	Payne	PAIZBA060000AAA	1499G42322	5	EAST SIDE OF BULG	1999	YELLOW	DIRTY ICED UP	CLEAN COIL CHECK REG. CHARGE	$200			3YR.	NO	NO
PWU-1	BARD	WA602-A05XWXXXJ	153F052041-02	5	NORTH SIDE OF WTB	2004	GREEN	NONE	NONE				10YR.	YES	NO
PWU-2	BARD	WA602-A05XWXXXJ	1503H052043707-02	5	NORTH SIDE OF WTB	2004	GREEN	NONE	NONE				10YR.	YES	NO

FACILITY ID	FACILITY NAME
3645	Work Release Center

Bush Blvd.
Sanford, FL 32773
Year Built: 1987

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Package Unit 1	Trane	YCC036F3H0BD	M143LEE1H	3	Women's Dorm	1997		Fin damage	Fix	$150			4 years	No	No
Gas Package Unit 2	Trane	YCH102C3H0AB	M45101411D	10	Main Bldg	1997		Fin damage	Fix	$150			4 years	Yes	No
Gas Package Unit 3	Trane	YCH090D3H0BE	M25101925D	7 1/2	Men's Dorm	1997		Fin damage and dirty	Fix and clean	$400			4 years	Yes	No
Kitchen Exhaust	Penn	FX14BFT	N/A	5	Roof	N/A		None	None				10 years	No	No
Kitchen Intake	Penn	N/A	N/A	5	Roof	N/A		Rusty housing	Clean and paint	$1,200			10 years	Yes	No
Ice Machine	Cornelius	IAC322	63E9641BC053	1	Kitchen	1992		Not hooked up	Hook up	$1,000			5 years	No	No
Exhaust Fan	Penn	DX13VSR	N/A	1/4	Roof	N/A		None	None				10 years	No	No
Exhaust Fan	Penn	DX13VSR-04		1/4	Roof	N/A		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
8121	WTP - Apple Valley
190 1/2 Hillcrest St	
Altamonte Springs, FL 32714	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	WA121-A0BXXXE	158A021699905-01	1	W.T.P. Apple Valley	2001		NONE	NONE				7 years		

FACILITY ID	FACILITY NAME
8013	WTP - Country Club

229 Silk Bay Place
Lake Mary, FL 32746

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	WA242-A08	140J021747799-02	2	W.T.P. Country Club	2002		NONE	NONE				8 years		

FACILITY ID	FACILITY NAME
8014	WTP Greenwood Lakes

505 Wexdon Ct
Lake Mary, FL 32746
Year Built: 1976
Sq ft: 1344

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Ductless A/C Unit	Fujitsu	ASU24CL	DDA009540	2	Office/Com.-Room	2007		Leaks Water	Fix Leak	$250			15yr's	No	No
C/U	Fujitsu	A0U24CL	DDN009540	2	Outside Com.-Room	2007		None	None				15yr's	No	No
Exh.-Fan	Dayton	9K965	N/A	1/20	Acid Bldg.	1998		Dirty	Clean	$150			5yr's	No	No
Exh.-Fan	Dayton	9K965	N/A	1/20	Acid Bldg.	1998		Don't Work	Replace		$1,590		0yr's	No	No
Exh.-Fan	Dayton	4C36213	07F96-961740	1/4	Chlorine-Room	1996		No Power	Find Power Feed				5yr's	No	No

FACILITY ID	FACILITY NAME														
8073	Traffic Engineering - Fabrication Shed/Sign Shop														
138 Bush Loop															
Sanford, FL 32773															
Year Built: 1985															
Sq ft: 1335															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Advanced Distibuter Products	RCME36230S002	7107M01942		Back of Shop	2007		None	None				15 years	No	No
CDU	Ducane	2AC13L30P-28	4608BU5687	2 1/2	Back of Shop	2007		None	None				15 years	No	No

FACILITY ID	FACILITY NAME
2434	Traffic Engineering - Office and Shop

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A300CA	Z213J585H		Storage Closet	2001		None	None				8 years	No	No
CDU	Trane	TWA090A300DA	Z035J95AH	7 1/2	West Side Bldg	2001		Dirty coil	Clean	$200			8 years	No	No
AHU	Trane	TWE120A300CA	Z231Y8X5H		Break Room	2001		None	None				8 years	No	No
CDU	Trane	TWA120A300DA	Z285M7RAH	10	East Side Of Bldg	2001		Dirty coil	Clean	$200			8 years	No	No

FACILITY ID	FACILITY NAME
8063	Traffic Engineering - Warehouse

140 Bush Loop
Sanford, FL 32773
Year Built: 1970
Sq ft: 8070

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Armstrong Air	BCS2M36COONA1P-1	6007E18016		Back of Warehouse	2006		None	None				15 years	No	No
CDU	Armstrong Air	2SCU13LE136P-1	1606B11562	3	Rear of Warehouse	2006		None	None				15 years	No	No
Ice Machine	Ice-O-Matic	ICE0500FA2	K217-09182-Z	1	Warehouse	2006		Dirty coil	Clean	$100			10 years	No	No
Exhaust Fan	N/A	N/A	N/A	1 1/2	Warehouse	N/A		None	None				5 years	No	No
Exhaust Fan	N/A	N/A	N/A	1 1/2	Warehouse	N/A		None	None				5 years	No	No

FACILITY ID	FACILITY NAME
2509	Sylvan Lake Park

845 Lake Markham Rd.
Sanford, FL 32771
Year Built: 1993
Sq ft: 15180

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	MCCA030BBD0BAA	K93C13434		Upstairs Mech Rm	1995		NONE	NONE				8YR'S	YES	YES
CDU	Trane	RAUCC50GEG13BF2	J92M84154	50	OuTside Mech Yard	1994		NONE	NONE				8YR'S	NO	YES
VAV-1OF-24	NVIRONMENTA	SS-9301-00119	E95267	3.00-KW	Inside Bldg	1993		NONE	NONE				5YR'S	NO	YES
PRV 1	N/A	N/A	N/A	1	Roof	1993		NONE	NONE				5YR'S	NO	N/A
Ice Machine	Hoshizaki	KM500MAE	D01412A	2	ROOM#46	2001		NONE	NONE				5YR'S	NO	NO
2-Exhaust Fans	ATTIC FAN	ASR-HP	E61959	1/2	SOCCER FIELD RESTROOMS	2005		NONE	NONE				8YR'S	NO	NO
Racquetball Court	No Fans														

FACILITY ID	FACILITY NAME
3020	Osceola Landfill - Scale House
1930 E. Osceola Rd.	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Package Unit	Bryant	N/A	N/A	N/A	Land Fill Scale House	N/A		Past ASHRAE Service Life	Replace		$5,400	$8,100	0 YRS		

FACILITY ID	FACILITY NAME
3599	Parks Office Five Points
121 Bush Blvd Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Goodman	CRKJ50-1AB	9906455049	N/A	Parks Office	N/A		Past ASHRAE Service Life	Replace		$2,151	$3,300	1 YR		

FACILITY ID	FACILITY NAME
2459	Red Bug Lake Park

3600 Red Bug Lake Rd.
Casselberry, FL 32707
Year Built: 1975
Sq ft: 1872

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE060A300CA	Z352SY75H		Men's Rest Room	2001		none	none				8yr's	no	no
CDU	Trane	TTA060D300A1	Z323TEM3F	5	North side of bldg.	2001		Dirty	Clean Coil	$400			8yr's	no	no
Exhaust Fans	Nutone	n/a	n/a	1/6	Men's & Women's Rest room's	1998		Dirty	Clean	$400			8yr's	no	no
Ice Machine	Hoshizaki	KM500MAE	F13435H	2	Office	1999		Dirty	Clean Filter	$200			3yr's	no	no
8-Propeller Fans	Dayton	5C040G	Ref#.K55HXKRM-	1/2	Racquetball Court's	N/A		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME
2433	Roads Division Admin

177 Bush Loop
Sanford, FL 32773
Year Built: 1994
Sq ft: 2704

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A300DA	2323XLD5H		Inside Mech Rm	2002		None	None				9 years	No	No
CDU	Trane	TWA090A300EA	250306FAD	7 1/2	Rear of Bldg	2002		Unit Off of Pad	Re-center				9 years	No	No
Exhaust Fan	Nutone	QT-150N	RL10339	1/4	Men's Restroom	2002		None	None				10 years	No	No
Exhaust Fan	N/A	N/A	N/A	1/4	Women's Restroom	2002		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2440	Roads Division Operation

177 Bush Loop
Sanford, FL 32773
Year Built: 1994
Sq ft: 3000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU-1	Bard	30WA6-A15N	A99K910695171	2 1/2	Front Of Bldg	1991		None	None				2 years	Yes	No
WPU-2	Bard	60WA-A20N	091K910692182	5	Side Of Bldg	1991		None	None				2 years	Yes	No
Exhaust Fan	AO-Smith	DE3H017N	40RA	1/4	Storage Room	2001		None	None				13 years	No	No
Exhaust Fan	Broan	N/A	N/A	1/4	Men's Restroom	N/A		None	None				5 years	No	No
Exhaust Fan	N/A	N/A	N/A	1/4	Women's Restroom	N/A		None	None				5 years	No	No

FACILITY ID	FACILITY NAME
2441	Roads Scale House Storage Building
101 Bush Loop	
Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE030614FB0	R503TFX2U	N/A	Roads Scale House	2000		NONE	NONE				6 YRS		
CDU	Goodman	TWR030C100A5	22721HC4F	N/A	Roads Scale house	2000		NONE	NONE				6 YRS		

FACILITY ID	FACILITY NAME														
8054	Roads Maintenance, Asphalt & Drainage														
183 Bush Blvd															
Sanford, FL 32773															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	AVP36LA1-M3-1000AJ	N/A	N/A	Roads Ashphalt	N/A		Past ASHRAE Service Life	Replace		$5,400	$8,100	1 YR		

FACILITY ID	FACILITY NAME
2435	Roads Team 5 Trailer
171 Bush Loop	
Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	N/A	N/A	N/A	Roads team 5 Trailer	N/A		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$5,400	$8,100	1 YR		
Bard Unit	Bard	N/A	N/A	N/A	Roads team 5 Trailer	N/A		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$5,400	$8,100	1 YR		

FACILITY ID	FACILITY NAME
2458	Sanlando Park

401 Highland St.
Altamonte Springs, FL. 32714
Year Built: 1978
Sq ft: 2430

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Bryant	FB4ANF060	1897A17555			1997		Mold & Mildew	Cleaning	$400			4yr's	no	no
CDU-1	Bryant	661CE060A	4796E03477	5		1996		Fin Damage	Cleaning	$400			4yr's	no	no
AHU-2	Bryant	FC4BNF030	0697A17830			1997		Mold & Mildew	Cleaning	$400			4yr's	no	no
CDU-2	Bryant	663CJ024-A	0397E18830	2 1/2		1997		Fin Damage	Cleaning	$400			4yr's	no	no
Exhaust Fan		Ceiling Mount	1 Per Restroom	1	Pro Shop			Dirty	Cleaning	$200			1yr	no	no
Exhaust Fans	Dayton	5C040M	8 Units	8	Racquetball Courts			Dirty	Cleaning	$1,000			3yr	no	no
Ice Machine	Manitowoc	QD0282A	990862725	1	Pro Shop			Problems REPORTED	Cleaning	$200			2yr's	no	no

FACILITY ID	FACILITY NAME
8117	SCFD Fire Training Facility

201 Valentine Way
Longwood, FL 32750
Year Built: 1973
Sq ft: 44400

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU1-1	CARRIER	FY4ANF024	0607A75323		MECH-ROOM-127	2007		NONE	NONE				15yr's	YES	NO
C/U1-1	CARRIER	24ACA324A300	2407E43000	2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-2	CARRIER	FY4ANF042	2507A88458		MECH-ROOM-127	2007		NONE	NONE				15yr's	YES	NO
C/U1-2	CARRIER	24ACA342A300	2107E21510	3 1/2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-3	CARRIER	FY4ANF024	0607A71115		MECH-ROOM-133A	2007		NONE	NONE				15yr's	YES	NO
C/U1-3	CARRIER	24ACA324A300	2407E42935	2	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-4	CARRIER	FY4ANF042	2507A88455		MECH-ROOM-121	2007		NONE	NONE				15yr's	YES	NO
C/U1-4	CARRIER	24ACA342A300	0907E08606	3 1/2	FRONT NW. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-5	CARRIER	FY4ANF048	2407A83813		MECH-ROOM-101A	2007		NONE	NONE				15yr's	YES	NO
C/U1-5	CARRIER	24ACA348A300	2407E14402	4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-6	CARRIER	FY4ANF036	2007A69434		CLASS ROOM SW. END OF BLDG	2007		NONE	NONE				15yr's	YES	NO
C/U1-6	CARRIER	24ACA336A300	1307E32574	3	SW. END BACK OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU1-7	CARRIER	40QNC009-3	2107Y30601		COMM. ROOM W. SIDE OF BLDG	2007		NONE	NONE				15yr's	NO	NO
C/U1-7	CARRIER	38HDV009-3	1706Y01111	1 1/2	OUTSIDE COMM. ROOM W. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU2-1	CARRIER	FY4ANF048	2407A83851		2ed FLOOR MECH-ROOM 205	2007		NONE	NONE				15yr's	YES	NO
C/U2-1	CARRIER	24ACA348A300	2207E00306	4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
OAH-1	ADDISON	VCA051C01E	70501802001	4 1/4	MECH-ROOM-101A	2007		NONE	NONE				15yr's	YES	NO
OACU-1	ADDISON	RCAO61001F	70501801001	4 1/4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
OAU-2	ADDISON	HCA051C01E	70501803001	4 1/4	2ed FLOOR MECH-ROOM-205	2007		NONE	NONE				15yr's	YES	NO
OACU-2	ADDISON	RCA061001F	70501801002	4 1/4	FRONT NE. SIDE OF BLDG.	2007		NONE	NONE				15yr's	NO	NO
AHU-NO-TAG	INTERTHERM	B3BV-024K-AB	B3D040701333		LOGISTICS 0FFICE	N/A		NONE	NONE				12yr's	NO	NO
C/UNO TAG	INTERTHERM	DS3BA-024KA	DSD050502995	2	NE-SIDE OF LOGISTICS OFFICE	N/A		NONE	NONE				12yr's	NO	NO
AHU-10	TRANE	TWE042C14FC0	5312M871V		BACK OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
C/U-10	TRANE	2TTB0042A1000AA	5384U8F3F	3	SE-SIDE OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
AHU-11	TRANE	TWE090A300EL	5404TWJBD		LOGISTICS WARE HOUSE E.-WALL	2005		NONE	NONE				12yr's	NO	NO
C/U-11	TRANE	TTA090A400FA	54013CUAD	7 1/2	SE-SIDE OF LOGISTICS WARE HOUSE	2005		NONE	NONE				12yr's	NO	NO
AHU-12	TRANE	TWEO9OA300EL	5405KC6BD		LOGISTICS WARE HOUSE E.-WALL	2005		NONE	NONE				12yr's	NO	NO
C/U-12	TRANE	TTA090A400FA	53830HBAD	7 1/2	SE-SIDE OF LOGISTICS WARE HOUSE	2005		COIL FIN DAMAGE-DIRTY	FIX AND CLEAN	$400			12yr's	NO	NO
AHU-NO-TAG	GOODMAN	ARUF042-00A-18	601691989		2ed FLOOR LOGISTICS CLASS ROOM	N/A		NONE	NONE				8yr's	NO	NO
C/U-NO-TAG	GOODMAN	GSC130301A-A	060249176B	3 1/2	BACK OF LOGISTICS WARE HOUSE	N/A		NONE	NONE				8yr's	NO	NO
AHU-NO-TAG	LENNOX	N/A	N/A		SHOP BACK OF LOGISTICS WARE HOUSE	1995		DIRTY	REPLACE		$1,640		1yr	NO	NO
C/U-NO-TAG	LENNOX	10HPB36-1P	5895F-13050	3	OUTSIDE EAST SIDE OF SHOP	1995		DIRTY	REPLACE UNIT WITH A/H		$2,151	$3,300	1yr	NO	NO
ICE MACHINE	HOSHIZAKI	KM-1300MAN	002161E	1	INSIDE NE WALL OF BLDG.	N/A		DIRTY FILTER'S	WASH & REPLACE	$200			6yr's	NO	NO
EXHAUST FAN'S 1 OF 3	GREENHECK	SP-B-70-QD	N/A	1/4	MEN'S & WOMEN'S REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO
EXHAUST FAN 1 OF 2	GREENHECK	SP-A250-QD	10841168	1/4	OUT DOOR REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO
EXHAUST FAN 1 OF 2	GREENHECK	SP-A250-QD	10841157	1/4	OUT DOOR REST ROOM'S	2007		NONE	NONE				20yr's	NO	NO

FACILITY ID	FACILITY NAME
2485	SGTV
130 San Carlos Ave	
Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE0606C15FD)	23315WH2V		SGTV	2002		NONE	NONE				8 YRS		
CDU	Trane	TWER060D100A2	23326EJ1F	5 Tons	SGTV	2002		NONE	NONE				8 YRS		

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1	Trane	RTAA270	U97F02844	270	Chiller Yard	1997		Corroded and dirty coil	Clean	$1,500			8 years	No	No
Chiller 2	Trane	RTAA270	U97F02845	270	Chiller Yard	1997		Corroded and dirty coil	Clean	$1,500			8 years	No	No
Chiller 3	Trane	CGWD0504CJOHTDOR4FFBU	U01J01959	50	Ch Mech Rm	2001		None	None				13 years	No	Yes
CHWP-1	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-2	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-3	TACO	FE3008	N/A	10	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-5	TACO	FE1507E2C1E2LOA	Chiller 3 HWP	1 1/2	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-8 Secondary	TACO	FE4013	N/A	50	Ch Mech Rm	1997		None	None				10 years	No	Yes
CHWP-9 Secondary	TACO	FE4013	N/A	50	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-4	TACO	FE2007E2D1E2LOA	N/A	3	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-6	TACO	FE1507E2C1E2LOA	Chiller 3 CWP	1 1/2	Ch Mech Rm	1997		None	None				10 years	No	Yes
HWP-7	TACO	FE2010E2F1F2LOA	N/A		Ch Mech Rm	1997		None	None				10 years	No	Yes
Boiler	PUI	30WB25APG	49790850		Ch Mech Rm	1997		Rusty casing	Clean and paint	$400			10 years	No	No
VFD (12)	Altivar	ATV66D12N4	N/A		Ch Mech Rm	1997		None	None				10 years	No	Yes
VAV W/Heat (193)	Trane	H3M186K	193-VAV		Ceiling	1997		None	None				20 years	No	No
VAV W/O Heat (27)	Trane		N/A		Ceiling	1997		None	None				20 years	No	No
FTB (2)	Trane	VSCF1600GB0DD01	R02F85883			1997		None	None				10 years	No	No
AHU 1	Trane	38CKC060300	K97G83607		1st Fl Rm 1-114	1997		None	None				8 years	Yes	Yes
AHU 2	Trane	MCCA017	K97G85470		1st Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 3	Trane	MCCA025	K97G85398		1st Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 4	Trane	MCCA025	K97G84846		Ch Mech Rm	1997		None	None				8 years	Yes	Yes
AHU 5	Trane	MCCA017	K97G75113		Ch Mech Rm	1997		None	None				8 years	Yes	Yes
AHU 6	Trane	MCCA017	K97G83880		2nd Fl Rm 2-	1997		None	None				8 years	Yes	Yes
AHU 7	Trane	MCCA017	K97G85280		2nd Fl Mech	1997		None	None				8 years	Yes	Yes
AHU 8	Trane	MCCA025	K97G87171		2nd Fl Mech	1997		None	None				8 years	Yes	Yes
AHU 9	Trane	MCCA025	K97G83621		3rd Fl Mech Room	1997		None	None				8 years	Yes	Yes
AHU 11	Trane	MCCA030	K97G83975		3rd Fl Mech Room	1997		None	None				8 years	Yes	Yes
OAH-1	Temtrol	ITF-RDH12	U100036-001-00		Roof Technical Ser	2002		Dirty coil	Clean	$1,000			14 years	Yes	No
OACDU-1	Temtrol	20AOLM52	1-02-67183-001-00	50	Roof Technical Ser	2002		Dirty coil, Needs insulation work	Clean and insulate	$3,200			14 years	Yes	No
AHU-1	Carrier	FC4CNF048	3303A71441		Evidence Room	2004		None	None				11 years	Yes	No
CDU-1	Carrier	FG4CNF048	0404E08854	4	Tel Comm Roof	2004		None	None				11 years	No	No

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-2	Carrier	FC4CNF060	0304A71593		Evidence Room	2004		None	None				11 years	Yes	No
CDU-2	Carrier	FC4CNF060	0204CKC13459	5	Tel Comm Roof	2004		None	None				11 years	No	No
AHU-3	Goodman	ARUF060-00A-1A	503062862		Room 3-136	2004		None	None				11 years	No	No
CDU-3	York	H1RC060S06D	EMHM851562	5	West Roof	2004		None	None				11 years	No	No
Mini Split AHU-1	Goodman	WMC24-1A	9907001480		Room 3-138	1999		None	None				6 years	No	No
Mini Split CDU-1	Goodman	HDC24-1AB	9910439623	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-2	Goodman	WMC24-1A	9907001432		Room 3-154	1999		None	None				6 years	No	No
Mini Split CDU-2	Goodman	HDC24-1AB	9910439621	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-3	Goodman	WMC24-1A	9907001490		Room 3-136	1999		None	None				6 years	No	No
Mini Split CDU-3	Goodman	HDC24-1AB	9910439622	2	West Roof	1999		None	None				6 years	No	No
Mini Split AHU-4	Carrier	Q40NB009100	5302Y50226		Room 2-123	1999		None	None				6 years	No	No
Mini Split CDU-4	Carrier	38HDC018341	0703Y59382	3	West Roof			None	None				10 years	No	No
Mini Split AHU-5	Carrier	40QNB009100	5302Y30232		Room 3-146	2003		None	None				10 years	No	No
Mini Split CDU-5	Carrier	38AN009110	2502Y20165	1 1/2	West Roof	2003		None	None				10 years	No	No
Mini Split AHU-6	Carrier	40QNB018	5102Y50917		Room 1-115	2003		None	None				10 years	No	No
Mini Split CDU-6	Carrier	38AN009110	4702Y21675	1 1/2	West Roof	2003		None	None				10 years	No	No
Mini Split AHU-7	Carrier	40QNB01A	5102Y50918		Room 2-236	2003		None	None				10 years	No	No
Mini Split CDU-7	Carrier	38HDC03662	0403X56177	1 1/2	East Roof	2003		None	None				10 years	No	No
Mini Split AHU-8	Carrier	40QNB018	5102Y50921		Room 3-223	2003		None	None				10 years	No	No
Mini Split CDU-8	Carrier	38HDCO18341	0703X59383	1 1/2	East Roof	2003		None	None				10 years	No	No
Mini Split Ahu-9	Carrier	40QNB018	1502Y50820		Room 1-231	2003		None	None				10 years	No	No
Mini Split CDU-9	Carrier	38HDCO18341	0703X59385	1	East Roof	2003		None	None				10 years	No	No
Mini Split AHU-10	Carrier	40QAB036320	5295V03588		Room 3-221	2003		None	None				10 years	No	No
Mini Split CDU-10	Carrier	38HDC018341	0603X58606	1	East Roof	2003		None	None				10 years	No	No
SF-4	Cook	180CPV	047S723001	3	Tel Comm Roof	2004		Rusty housing	Clean and paint	$1,800			16 years	Yes	No
EF-1	Centri Master	PNN245	VVC196301	2	West End Roof	1997		None	None				9 years	No	No
EF-2	Cook	300C11B	VVC19605	5	East End Roof	2004		None	None				16 years	No	No
EF-3	Cook	150C5B	047S723001	1/2	Tel Comm Roof	2004		Fan not secured to curb	Secure	$150			16 years	No	No
EF-4	Cook	135C5B	047S723001	1/2	Tel Comm Roof	2004		None	None				16 years	No	No
EF-5	Centri Master	PN200	VVC196309	3/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-6	Jet Master	VBH48UF	VVC196311	5	West End Roof	1997		Rusty housing	Clean and paint	$1,800			9 years	No	No
EF-7	Jet Master	VBH48UF	VVC196311	5	West End Roof	1997		Rusty housing	Clean and paint	$1,800			9 years	No	No
EF-8	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No

FACILITY ID	FACILITY NAME
8075	Sheriff's Office / Public Safety Building

100/150 Bush Blvd.
Sanford, FL 32773
Year Built: 1998
Sq. ft.: 120000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
EF-9	Cook	120C3B	047S723001	1/4	Tel Comm Roof	2004		None	None				16 years	No	No
EF-10	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-11	Centri Master	PRN126E	VVC196314	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-12	Cook	80CPV	047S723001	1/2	Tel Comm Roof	2004		Rusty housing	Clean and paint	$1,500			16 years	No	No
EF-13	Cook	20R4B	047S723001		Tel Comm Roof	2004		None	None				16 years	No	No
EF-14	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-15	Cook	90R10DH	047S723001	1/4	Tel Comm Roof	2004		None	None				16 years	No	No
EF-16	Centri Master	PDV135RFP6	VVC196317	1/2	Tel Comm Roof	1997		None	None				9 years	No	No
EF-17	Cook	135R5B	047S723001	1/2	Tel Comm Roof	2004		None	None				16 years	No	No
EF-18	Cook	PDV135RFG4	VVC196324	1/2	Tel Comm Roof	1997		None	None				9 years	No	No
EF-19	Centri Master	PRN118E	VVC196312	1/4	Tel Comm Roof	1997		None	None				9 years	No	No
EF-20	Centri Master	PRN171F	VVC196322	1/3	Tel Comm Roof	1997		None	None				9 years	No	No
EF-21	Centri Master	PRN118E	VVC19632	1/4	Dog Shed	1997		Noisy	Replace of fix		$1,550		5 years	No	No
EF-22	Centri Master	ACED120C10D	VCC19631	1/4	Crime Shed	1997		None	None				10 years	No	No
EF-24	Cook	60CPV	047S723001	1/3	Tel Comm Roof	2004		None	Clean and paint	$1,200			16 years	No	No

FACILITY ID	FACILITY NAME
8046	Softball Complex

264 W. North St.
Altamonte Springs, FL 32714
Year Built: 1993
Sq. ft.: 8000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Weatherking	DFC-08454E22AAE10	921000201001	8	Rooftop	1992		Cond. Dirty	Clean	$400				Yes	No
RTU 2	Weatherking	DFC-07454E32ACE10	921000202002	7	Rooftop	1992		Cond. Dirty & Broker Drain	Clean	$400				Yes	No
RTU 3	Weatherking	DFC-07454E32ACE10	921000202001	7	Rooftop	1992		Cond. Dirty	Clean	$400				Yes	No
Ice Machine	Hoshizaki	KM500MAE	D04346J	3	First Floor	2000		Dirty	Clean	$200			1 YEAR	No	No
PRV 3	Loren Cook	120C10D	281S3292180012920001	1/6	Rooftop			None						No	No
PRV 4	Loren Cook	120C10D	281S3292180012920002	1/6	Rooftop			Damaged Housing	Repair	$250				No	No
Inline Fan	Loren Cook	na	na	1/6	Room 301			None	None					No	No
DUCTLESS AHU	FUJITSU	ASU9CQ	BCA006332		Comm. Room	2007		None	None					No	No
NEW C/U	FUJITSU	AOU9CQ	BCN006200	1 1/2	Outside Comm. Room	2007		None	None					No	NO

FACILITY ID	FACILITY NAME
3020	Osceola Landfill - Office

1930 E Osceola Rd
Geneva, FL 32732

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Trane	2TTA0060A3000AA	33434RD3F	5	Land Fill Office	2004		NONE	NONE				10 YRS		
CDU	Trane	2TTA0060A3000AA	3333TNC3F	5	Land Fill Office	2004		NONE	NONE				10 YRS		
AHU	Trane	TWE120B300DA	3114KLK5H		Land Fill Office	2004		NONE	NONE				10 YRS		

FACILITY ID	FACILITY NAME
8110	Fire Station 14 - Hattaway

600 Hattaway Dr
Altamonte Springs, FL

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Trane	TWE060B300EL	717MAXBD		1st-FLOOR OFFICE CLOSET	2007		NONE	NONE				15YR'S	NO	NO
CU-1-A	Trane	TWA030C300A0	G41231709	2 1/2	OUTSIDE FRONT OF BLDG..	1992		DIRTY	CLEAN	$200			1YR	NO	NO
CU-2-B	Trane	TWA030C300A3	2242SYC4F	2 1/2	OUTSIDE FRONT OF BLDG..	2002		DIRTY	CLEAN	$200			8YR'S	NO	NO
Ice Machine	ICE-O-MATIC	ICE0400FA2	6.04128E+12	1	TRUCK BAY	2006		NONE	NONE				9YR'S	NO	NO
Exh Fans-1-OF-3	N/A	N/A	N/A	N/A	KITCHEN CLOSET & BATH ROOM'S	N/A		NONE	NONE				10YR'S	NO	NO
4-PROPELLER FAN'S	DAYTON	3C215C	N/A	1/2	TRUCK BAY-WALLS	N/A		NONE	NONE				10YR'S	NO	NO
BAY HEATER	MARKEL	F2F5107CA1L	N/A	7.5-KW	TRUCK BAY	N/A		NONE	NONE				8YR'S	NO	NO

FACILITY ID	FACILITY NAME
2465	Fire Station 16 - Sabal Point

930 Wekiva Springs Rd.
Longwood, FL 32779
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Bryant	FA4ANF060	3302A67558		Hall Closet	2002		none	none				9yr's	no	no
CDU	Bryant	661CJ060	3502E08925	5	N Side of bldg.	2002		none	none				9yr's	no	no
Exh Fans Bay Area	Cook UNI Dome	245U5B-ACU	n/a	10	Roof of truck bay	1983		Far bay fan won't run	Replace		$3,015		1yr	no	no
Exhaust Fans	Cook	Gemini-4-10	n/a	1	Above Restroom's	1982		Fan above chief's restroom won't run.	Fix or replace		$915		1yr	no	no
Ice Machine	Manitowoc	QD0452A	40565432	1	Truck Bay	2005		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME
2466	Fire Station 22 - Fern Park

7122 Highway 17-92
Casselberry, FL 32730
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	York	F2FP060N06B	EAKS022133		ROOM-114	2001		NONE	NONE				7YR'S	NO	NO
CDU	York	HIRC060S06D	EGJM379605	5	NE. SIDE OF BLDG..	2001		DIRTY &FIN DAMAGE	CLEAN & FIX FINS	$150			4YR'S	NO	NO
Exh Fans Bay Area 2-FANS	LOREN COOK	245U-B-ACU	N/A	10	BAY ROOF	N/A		NONE	NONE				10YR'S	NO	NO
Exhaust Fans 2-FANS	LOREN COOK	GEMINI-160	N/A	1/4	CEILING SPACE ROOM-105	2001		NONE	NONE				15TR'S	NO	NO
EXH FAN MEN'S RESTROOM	LOREN COOK	120C4B	047S623315	1	LOW ROOF	N/A		NONE	NONE				15YR'S	NO	NO
ICE MACHINE	ICE-O-MATIC	ICE0400FA3	7011280011896		TRUCK BAY	2007		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
2474	Fire Station 27 - Red Bug

5280 Red Bug Lake Rd.
Casselberry, FL 32707
Year Built: 1990
Sq ft: 5718

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090B100EA	3313KH85H		Above com room in truck bay	2003		None	None				11yr's	No	No
CDU	Trane	TWB2048A1000AA	3102YER2F	4	Back of Bldg..	2003		Dirty	Clean coil	$400			11yr's	No	No
CDU	Trane	TWB2042A1000AA	3134UD61F	3 1/2	Back of Bldg..	2003		None	None				11yr's	No	No
Heat Recovery	ENCON	E6000DW	134149		Mounted on CDU	2003		None	None				11yr's	No	No
Exh Fans Bay Area		n/a	n/a	10	Above center truck bay	1990		None	None				2yr's	No	No
Kitchen Hood Supply	Captive Aire	NSAU1-G10	Ser#-na/job#404461	1/3	Out side west wall	2006		None	None				18yr's	Yes	No
Ice Machine	Hoshizaki	KM500MA	L083494		Truck Bay's	2006		None	None				8yr's	No	No
Kitchen Hood EF-1	Captive Aire	NCA10FA		1/3	Out side west wall	2006		None	None				18yr's	No	No
Gas Heater's	Moline	R6-50-675	90-44839	n/a	Truck Bay's	1990		Only 1 works	Fix or replace		$2,930		2yr's	No	No
EF-1	Greenheck	BSQ-8-4	90J03675	0.25	Above NW. Bathroom	1990		Dose not run	Fix or replace		$2,350		2yr's	No	No

FACILITY ID	FACILITY NAME
2468	Fire Station 34 - Paola

4905 State Rd. 46W
Sanford, FL 32771
Year Built: 1981
Sq ft: 4416

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	York	F2FP060N06B	EMJS257121		HALL CLOSET	2001		NONE	NONE				5YR.	NO	NO
CDU	York	HIRC060S06D	EMHM851559	5	NW SIDE OF BLDG..	2001		FIN DAMAGE & DIRTY	CLEAN & FIX	$150			4YR.	NO	NO
Exh Fans Bay Area	N/A	N/A	N/A	10	BAY ROOF	N/A		NONE	NONE				5YR.	NO	NO
Exhaust Fans 1-OF-2	LOREN COOK	GEMINI-160	N/A	N/A	ABOVE CEILING ROOM-105	2000		NONE	NONE				15YR.	NO	NO
	Hoshizaki	KM500MAH	P1489L	1											
EF-MEN'S ROOM	LOREN COOK	120C4B	047S620161	N/A	LOW-ROOF	N/A		NONE	NONE				10YR.	NO	NO
EF-KITCHEN HOOD	N/A	N/A	N/A	N/A	LOW-ROOF	N/A		NONE	NONE				5YR.	NO	NO
ICE MAKER	HOSHIZAKI	KM500MAH	P1489L	1	TRUCK BAY	2006		NONE	NONE					NO	NO

FACILITY ID	FACILITY NAME														
2469	Fire Station 35 - Five Points														
201 W County Home Rd															
Sanford, FL															
Sq ft: 7276															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	RUUD	UHKAHM4821JA	M190602665		Kitchen Hall Closet	2006		None	None				15Yr's	Yes	No
CDU-1	RUUD	UAND048JAZ	7303M400705245	4	SE-Side of Bldg.	2007		None	None				15Yr's	No	No
AHU-2	RUUD	UHKAHM4821JA	M190602691		1st Floor SE Closet	2006		None	None				15Yr's	No	No
CDU-2	RUUD	UAND048JAZ	7303M400705243	4	SE-Side of Bldg.	2007		None	None				15Yr's	No	No
AHU-3	ADDISON	VCH064X01G	70501602		Storage Room Off Bay	2007		None	None				15Yr's	Yes	No
CDU-3	ADDISON	RC06400XG	70501601001	5	SE-Side of Bldg.	2007		None	None				15Yr's	Yes	No
Exh Fans Bay Area	N/A	2-Fans	N/A	10	Bay Roof	1980		None	None				2Yr's	No	No
Bathroom-Exh-2nd. Floor	Penn	Z-6	59120	N/A	Back SE Bathroom	1980		Fan noisy pulls little air	Clean check for blockage or Replace		$2,350		1yr	No	No
Bathroom-Exh-2nd. Floor	Greenheck	SP-B80-QD	PO138870705	950-RPM	Center Back Bathroom	2007		None	None				15Yr's	No	No
Bathroom-Exh-1st. Floor	N/A	N/A	N/A	N/A	Washroom Off Bay	1980		None	None				2Yr's	No	No
Exh Fan #3	Greenheck	GB-240-15-X	10886052-0705	N/A	Back Low Roof	2007		None	None				20Yr's	No	No
Dryer Exhaust Fan	Fantech	DBF4XL	301246	1	Storage Room Off Bay	2006		None	None				20Yr's	No	No
Kitchen Exhaust Fan	Greenheck	H-CUBE-161XP-7-6	10886053-0705	N/A	Roof	2007		None	None				20Yr's	No	No
Kitchen Hood Supply Hood	Greenheck	GRS-20-QD	00010941349-0707	None	Roof	2007		None	None				20Yr's	Yes	No

FACILITY ID	FACILITY NAME
2470	Fire Station 36 - Markham Woods

1600 W. Lake Mary Blvd.
Lake Mary, FL. 32746
Year Built: 1985
Sq ft: 4613

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Payne	PF1MNA060	4298A17302		KITCHEN MECH. ROOM	1998		NONE	NONE				4YR.	NO	NO
CDU	Payne	PH10JA060-A	0799E01855	5	NORTH SIDE OF BLDG..	1999		FIN DAMAGE & DIRTY	FIX & CLEAN	$150			4YR.	NO	NO
EF-NO TAG	N/A	N/A	N/A	N/A	ABOVE MEN'S REST ROOM	N/A		FAN SEALED WITH DUCT TAPE	RESEAL DUCT	$400			10YR.	NO	NO
EF-NO TAG	N/A	N/A	N	N/A	ABOVE OFFICE REST ROOM	N/A		FAN SEALED WITH DUCT TAPE	RESEAL DUCT	$400			10YR.	NO	NO
Ice Machine	Hoshizaki	KM-500MAB	N106376	1	TRUCK BAY	2006		NONE					10YR.	NO	NO
HOOD EXH-FAN	BROAN NUTONE	97012112	990710111D	N/A	IN KITCHEN HOOD	2002		NONE	NONE				10YR.	NO	NO

FACILITY ID	FACILITY NAME
2471	Fire Station 41 - Midway
3355 State Rd. 46 E	
Sanford, FL. 32773	
Year Built: 1981	
Sq ft: 4416	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	YORK	F2FP060N06B	(S)EMJS257120		HALL CLOSET	2002		NONE	NONE				10YR'S	NO	NO
CDU	GOODMAN	CKL49-1	311944372	5		2003		DIRTY	CLEAN COIL	$200			10YR'S	NO	NO
Exh Fans Bay Area	N/A	N/A	N/A	N/A	BAY ROOF	1985		ONE OF 2 NO BELT	SERVICE FAN'S	$200			1YR	NO	NO
1-OF-2-Exchaust Fans	LOREN COOK	GEMINI-160	N/A	N/A	CELLING-ROOM-105	2002		NONE	NONE				15YR'S	NO	NO
Ice Machine	MANITOWOC	QD0452A	40665167	1	TRUCK BAY	2004		NONE	NONE				7YR'S	NO	NO
HOOD-FAN	N/A	N/A	N/A	N/A	LOW ROOF	N/A		DIRTY & NOISY	REPLACE		$1,520		1YR	NO	NO
Exh Fan-MEN'S ROOM	LOREN COOK	120C413	047S620161	1/3	LOW ROOF	2004		NONE	NONE				15YR'S	NO	NO

FACILITY ID	FACILITY NAME
3595	Fire Station 42 - Geneva
320 W. SR46	
Geneva, FL 32732	
Sq. ft.: 4416	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1-A	TRANE	TWE090B100EL	7012P4PB0		Above com. Room off truck bays	2007		none	none				14yr's	yes	no
C/u-1-A	TRANE	2TTB3042A1000A A	7021M503F	3 1/2	north side of bldg.,	2007		none	none				14yr's	no	no
EF-1	Greenheck	BSQ-8-4	90H05736	1/4	Above NE. restroom	n/a		none	none				14yr's	no	no
Gas space heaters	Dayton	3E461B	971222000D05 A	60,000-BTU	Truck Bay	2005		none	none				17yr's	no	no
Ice Machine	Manitowoc	QD0452A	O40665182	1	Truck Bay	2005		none	none				7yr's	no	no
C/U-2-A	TRANE	2TTB3042A1000A A	7022NYD3F	3 1/2	north side of bldg.	2007		none	none				14yr's	no	no

FACILITY ID	FACILITY NAME
2473	Fire Station 43 - Chuluota

110 7th St.
Oviedo, FL. 32766
Year Built: 1984
Sq ft: 4200

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Weatherking	WAKA060JAZ	5721M179917322	5	outside NW corner of bldg.	1999		dirty	clean coil	$400			5yr's	no	no
AHU	Weatherking	WBHA24J11NFBAI	TM209907190		Closet off kitchen	1999		none	none				5yr's	no	no
Exh Fans Bay Area	Cook UNI-DOME	245U5B-AUC	5153466-00	10	Bay Roof	1985		Domes Missing Bolt's	Replace		$3,015		1yr	no	no
2 Exhaust Fans	Loren Cook	Gemini-4-10	n/a	1	Above Bathrooms	n/a		none	none				5yr's	no	no

FACILITY ID	FACILITY NAME														
2424	Fleet Services - Administration														
141 Bush Loop															
Sanford, FL 32773															
Year Built: 1980															
Sq ft: 11600															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Janitrol	A36-10	3520520		Office Utility Closet	2001		Dirty drain	Clean drain line	$100			8 years	No	No
CDU-1	Goodman	CPKE36-A	9513877	3	East Side of Office	2001		None	None				8 years	No	No
AHU-2	Janitrol	A61-15REVC	7502147		Upstairs Closet	2001		None	None				8 years	Yes	No
CDU-2	Goodman	CPKE60-18	10422557	5	East Side of Office	2001		Noisy fan	Find source of noise	$100			8 years	No	No
Exhaust Fan (3)	N/A	N/A	N/A	N/A	Office Bathrooms	N/A		None	None				6 years	No	No
Gas Heater (2)	Empire	UH-1125-1FSP	T00081399	96250	Office South Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
3597	Fleet Services - Dispatch/Tire Center/Storage/Small Engine Repair

141 Bush Loop
Sanford, FL 32773
Year Built: 1980
Sq ft: 11600

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-3	Fujitsu	ASU12CQ	BDA008788		Comm Room Parts Bldg	2007		None	None				14 years	No	No
CDU-3	Fujitsu	AOU12CQ	BDN009241	1	N East Side of Parts Bldg	2007		None	None				14 years	No	No
AHU-4	Carrier	40RM-007-B610HC	3300F23962		Inside Parts Garage	1996		None	None				4 years	Yes	No
CDU-4	Carrier	38AK-007-511	2900G00027		East Side of Parts Bldg	2000		None	None				9 years	No	No
Exhaust Fans (2)	Broan	N/A	N/A	N/A	Parts Office Bathrooms	N/A		None	None				5 years	No	No
Gas Heater	Trane	PPAB0100	77L-10797	80000	Parts Garage	1997		None	None				8 years	No	No
Gas Heater	Empire	UH-1150-1FSP	R00075948	115500	Parts Garage 18	1992		None	None				4 years	No	No
Gas Heater	Empire	UH-1125-1FSP	T00083590	96250	Parts Garage 19	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME														
2430	Fleet Services - Fleet Heavy Equipment														
141 Bush Loop															
Sanford, FL 32773															
Year Built: 1980															
Sq ft: 11600															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Heater (6)	Empire	UH-1100-1FSP	B00082239	77000	Heavy Machinery Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME														
2428	Fleet Services - Fire Apparatus Maintenance														
141 Bush Loop															
Sanford, FL 32773															
Year Built: 1980															
Sq ft: 11600															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Gas Heater (3)	Empire	UH-1125-1FSP	T00083589	96250	Office North Garage	1996		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
8070	Geneva Wilderness Area Building

3485 NORTH C.R. 426
GENEVA, FL 32732

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
OUTSIDE AIR AHU-1	AAON COIL PRODUCTS	V2-B1-1-10-3B1:000AA0000X	200406-CBEB01144		INSIDE MECH. CLOSET	2004		NONE	NONE				12YR'S	YES	NO
CDU-1	CARRIER	38CKW04831	3503E19722	4	BEHIND BLDG.	2003		NONE	NONE				10YR'S	NO	NO
AHU-2	CARRIER	FC4CNF036	5103A74587		COM.-ROOM MECH. CLOSET	2003		NONE	NONE				12YR'S	YES	NO
CDU-2	CARRIER	38CKW036320	4403E07212	3	BEHIND BLDG.	2003		NONE	NONE				10YR'S	NO	NO
AHU-3	TRANE	TWH0488140A0	D08324627		NATURE CENTER CEILING	1988		PAST ASHRAE SERVICE LIFE	REPLACE		$2,700		1YR	NO	NO
CDU-3	TRANE	TWD748A100A	D21216439	4	BEHIND BLDG.	1989		PAST ASHRAE SERVICE LIFE	REPLACE		$2,860	$4,500	1YR	NO	NO
EF-1OF-2	GREENHECK	SP-A390-QD	03J27336	N/A	REST ROOM'S	2003		NONE	NONE				12YR'S	NO	NO

FACILITY ID	FACILITY NAME
8070	Geneva Wilderness Area Caretaker House
3485 N County Rd	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38B8C024340	3302ER8640	2	Geneva Caretaker House	2002		NONE	NONE				9 YEARS	NO	NO
AHU	Carrier	FC4BNF030	3802A68460		Geneva Caretaker House	2002		NONE	NONE				9 YEARS	NO	NO

FACILITY ID	FACILITY NAME
2457	HHS Airport Blvd.

400 Airport Blvd. W
Sanford, Fl 32773
Year Built: 1995
Sq ft: 47036

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	MCCA021GANOABC000	K97A01374		Mechanical Room	1997		None	None				5 years	Yes	Yes
AHU 2	Trane	MCCA021GANOABC000	K97A01392		Mechanical Room	1997		None	None				5 years	Yes	Yes
Chiller	Trane	RTAA070AYH01A1DOB	U96J07160	70	Rear of Bldg	1996		Fins Corroding	Clean Coils	$1,800			5 years	No	No
CWP-1	Taco	FE2508E2E1F2LOA		5	Mechanical Room	1997		Noisy Propeller, Will Fail Soon	Replace With Spare	$2,000			1 year	No	No
CWP-Spare	Taco	FE2508E2E1F2LOA		5	Mechanical Room	1997									
VT-1	Varitrane	VCCE321NOHDD011	R97A13994		Mechanical Room	1997		None	None				15 years	No	No
VT-2	Varitrane	VCCE241NOHDD011	R97A13995		Mechanical Room	1997		None	None				15 years	No	No
VAV (25)	Tutco	DD20085-3-3P	17394-000	3	North Wing Ceiling	2006		None	None				20 years	No	No
VFD	ABB	ACH501-015-2-00P2	200272		Mechanical Room	1997		None	None				15 years	No	No
VFD	ABB	ACH501-015-2-00P2	200273		Mechanical Room	1997		None	None				15 years	No	No
RTU 1	Carrier	50TJ008-521	3599G30395	7 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 2	Carrier	50TJ008-521	3599G30399	7 1/2	Roof	1999		Dirty coil	Clean	$250			6 years	Yes	Yes
RTU 3	Carrier	50TJ004-511GA	3699G21483	3 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 4	Carrier	50TJ008-521	2399G30349	7 1/2	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 5	Carrier	50TM005-A-501	0107G300BB	5	Roof	2001		None	None				8 years	Yes	Yes
RTU 6	Carrier	50TM-008-501	0407G40540	8	Roof	2004		None	None				11 years	Yes	Yes
RTU 7	Carrier	50TM-004-A501	0107G30081	4	Roof	2001		None	None				8 years	Yes	Yes
RTU 8	Carrier	50TJ016-570YA	3799F50184	15	Roof	1999		Dirty Coil	Clean	$400			6 years	Yes	Yes
RTU 9	Carrier	50TM005-A-501	0407G40139	5	Roof	2004		None	None				11 years	Yes	Yes
RTU 10	Carrier	50TJ012-511	3699G30515	10	Roof	1999		Fin Corrosion	Fix Or Replace Coil	$1,000			6 years	Yes	Yes
RTU 11	Carrier	50TJ012-511	3699G30511	10	Roof	1999		Dirty Coil And Fin Corrosion	Clean And Fix	$400			6 years	Yes	Yes
RTU 12	Carrier	50TJ008-521	3399G30507	7 1/2	Roof	1999		Dirty Coil And Fin Corrosion	Clean And Fix	$400			6 years	Yes	Yes
RTU 13	Trane	TCD150C300BB	R25103613D	12 1/2	Roof	2000		Dirty Coil	Clean	$400			7 years	Yes	Yes
Mini Split AHU-1	Goodman	WMH18-1A	990400841		Vital Statistics	1999		None	None				6 years	No	Yes
Mini Split CDU-1	Goodman	HDP18-1B	9910498831	1 1/2	Vital Statistics Roof	1999		None	None				6 years	No	Yes
Mini Split AHU-2	Goodman	WMC241KFAJ	980600515		IT Room	1998		CDU Not Connected and Missing	Replace and Connect CDU		$3,610	$5,415	5 years	No	Yes
Mini Split AHU-3	Fujitsu	ASU18R1	AQA004778		Billing	2003		None	None				10 years	No	Yes
Mini Split CDU-3	Fujitsu	A0U18R1A	AQN002784	1 1/2	Billing Roof	2003		None	None				10 years	No	Yes
Mini Split AHU-4	Goodman	WMC24-1A	8000824		Room 94	2007		Not Installed, Sitting in Boxes	Install	$2,500			15 years	No	No
Mini Split CDU-4	Goodman	HDC24-1A	8406691	2	Room 94	2007		Not Installed, Sitting in Boxes	Install	$2,500			15 years	No	No
AHU - No Tag	Whirlpool	WM36NA00	6003E59056		IT Room	2003		None	None				10 years	No	Yes
CDU - No Tag	Trane	2TTB3036A1000AA	7041PCA3F	3	East Wing Roof	2007		None	None				14 years	No	No
AHU - No Tag	Whirlpool	WM42NA00-1A	6003E65990		HIV Room	2003		None	None				10 years	No	Yes
CDU - No Tag	Trane	2TTB3036A1000AA	7041PEE3F	3	West Wing Roof	2007		None	None				14 years	No	No
F-1	Centri Master	XD161K4-200-3-60-OPP	XUAZ10401	1 1/2	Mechanical Room	1997		Rusty Housing	Clean and Paint	$500			10 years	Yes	No
F-2	Centri Master	XB161J-200-3-60-ODP	WUA210402	1	Mechanical Room	1997		None	None				10 years	Yes	No
F-3	Centri Master	PRN110	WUA210403	1/4	North Wing Roof	1997		None	None				10 years	No	No
F-4	Centri Master	PNN135E4	WUA210405	1/4	Center of Roof	1997		Dome Not Fastened	Fasten	$100			10 years	No	No
F-5	Centri Master	PRN126E	WUA210407	1/4	North Wing Roof	1997		Does Not Run	Replace		$1,950		0	No	No
F-6	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		Does Not Run	Replace		$1,380		0	No	No
F-7	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2457	HHS Airport Blvd.

400 Airport Blvd. W
Sanford, Fl 32773
Year Built: 1995
Sq ft: 47036

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
F-8	Centri Master	PRN100	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No
F-9	Centri Master	PRN100	XUA210408	1/10	North Wing Roof			None	None				10 years	No	No
F-10	Centri Master	PNN16E1	WUA210409	1/4	North Wing Roof	1997		Dome Not Fastened	Fasten	$100			10 years	No	No
F-11	Centri Master	PNN200E	XUA210408	1/10	North Wing Roof	1997		None	None				10 years	No	No
EF-1	Cook	N/A	N/A	1/4	S West Wing Roof	1996		None	None				10 years	No	No
EF-2	Cook	135C3B	8RC1140	1/4	S West Wing Roof	2004		Fan Not Secured To Curb	Secure	$150			16 years	No	No
EF-3	Cook	100C3B	2025RC115	1/4	Center of Roof	2004		None	None				15 years	No	No
EF-No Tag	Sound Air	4YC64	E1658795P80	1/10	East Wing Roof	2005		None	None				17 years	No	No
EF-No Tag	N/A	N/A	N/A	N/A	N East Wing Roof	N/A		None	None				5 years	No	No
EF-No Tag	Sound Air	N/A	N/A	N/A	N East Wing Roof	N/A		Motor missing	Replace		$1,950		0	No	No
EF-No Tag	N/A	N/A	N/A	N/A	S Roof	N/A		Does Not Run	Replace		$1,950		0	No	No

FACILITY ID	FACILITY NAME
2447	I.T. Warehouse
302 Bush Loop	
Sanford, FL 32773	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWA090A300CA	237XTH6H		I.T.Warehouse	2001		NONE	NONE				7 YRS		
CDU	Trane	TTA180B300EA	221RCTAD	15	I.T.Warehouse	2001		NONE	NONE				7 YRS		

FACILITY ID	FACILITY NAME
2919	Juvenile Justice Center

190 N. Bush Blvd.
Sanford, FL 32773
Year Built: 1989
Sq. ft.: 32629

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	40QNB018	0403Y41459		Elect Room 1757	2003		None	None				10 years	No	No
CDU-1	Carrier	38HDL018301	0403X5656554	1 1/2	Outside Bldg	2003		None	None				10 years	No	No
AHU-2	Carrier	40QNB018	0403Y41456		Comm Rm 1751	2003		Dirty filter	Clean				10 years	No	No
CDU-2	Carrier	38HDL018301	0403X5655172	1 1/2	Outside Bldg	2003		None	None				10 years	No	No
RTU-1	Carrier	50TFF012-611	1303G50640	10	Roof	2003		None	None				10 years	Yes	No
RTU-2	Aaon	RK-13-3-FO-000-D00QK	200307-AKCK07479	13	Roof	2003		None	None				10 years	Yes	No
RTU-3	Carrier	50TFF007-611	1003G40178	7	Roof	2003		None	None				10 years	Yes	No
RTU-4	Carrier	50TFF007-611	4402G50048	7	Roof	2003		None	None				10 years	Yes	No
RTU-5	Aaon	RK-10-3-EO-000	200307-AKCJ07481	10	Roof	2003		None	None				10 years	Yes	No
RTU-6	Carrier	50TFF008-611	2403G30424	8	Roof	2003		None	None				10 years	Yes	No
RTU-7	Carrier	50TFF008-611	2303G40371	8	Roof	2003		None	None				10 years	Yes	No
RTU-8	Carrier	50TFF009-611	1903G20577	9	Roof	2003		None	None				10 years	Yes	No
RTU-9	Carrier	50TFF012-611	1303G50641	10	Roof	2003		None	None				10 years	Yes	No
RTU-10	Aaon	RK-10-3-EO-000	200307-AKCJ07480	10	Roof	2003		None	None				10 years	Yes	No
EF-1		PV150-E1	03A026401	1/4	Roof	2003		None	None				15 years	No	No
EF-2		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-3		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-4		PV150-E1	03A026405	1/4	Roof	2003		None	None				15 years	No	No
EF-5		PRN110	03A026406	1/4	Roof	2003		None	None				15 years	No	No
EF-6		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No
EF-7		PRN100	03A026403	1/4	Roof	2003		None	None				15 years	No	No

FACILITY ID	FACILITY NAME
8052	Juvenile Assessment Center

181 Bush Loop
Sanford, FL 32773
Year Built: 1995
Sq. ft.: 5640

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE180B300CA	M28H186H		Mech Room Inside	1997		None	None				4 years	No	No
CDU	Trane	TWA180B300BC	M244YYBAH	15	Outside Back	1997		None	None				4 years	No	No
Tracker Control Panel	Trane	WVC738106	Tracker		Inside Mech Rm	1997		None	None				15 years	No	No
VAV-Dampers (9)	Trane	N/A	N/A	N/A	Inside Bldg	1997		None	None				15 years	No	No
OAI-1	Cook	14*14 VI	47547746	1/4	Roof	1995		None	None				7 years	No	No
Exhaust Fan (2)	Acme	N/A	N/A	N/A	Bathrooms	1995		Does not run	Replace		$1,580		0	No	No
Exhaust Vent	Roofmaster	LQV-10	WVC738106	1/2	Roof	1995		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2479	Library Central Branch
215 N Oxford Rd	
Casselberry, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WCPU #1	Trane	SCWFP2541LOBO2101250B1010B 0CMA130U10S	T07C21836	25	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
WCPU #2	Trane	SCWFP324160B02101050B1010B 0CMA130U10S	T07C21836	32	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
WCPU #3	Trane	SCWFP5841L0B02200820B1010B A0CMA130U10S	T07C21838	58	South Side Mech Rm	2007		NONE	NONE				15YR.	YES	NO
Cooling Tower	BAC	FXT 74	U014197201	N/A	South Side Mech Yard	2001		FIN DAMAGE DIRTY	REPLACE FIN'S & CLEAN TOWER	$5,000			10YR.	NO	NO
AHU	Liebert	MME024E	72259087944		Comp Rm	1987		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT WITH C/U		$3,375			NO	NO
CDU	Liebert	MMC024A	3011554	2	Roof	1987		UNIT PASSED ASHRAE SERVICE LIFE	REPLACE UNIT		$3,375	$5,435		NO	NO
VAV	Enviro-Tech	27- Dampers With Electric Heat	VAV		Inside Bldg Ceiling	1987		VAV'S REACHED ASHRAE SERVICE LIFE						NO	NO
Exhaust Fans (8)	N/A	8-Exhaust Fans 1/4 HP Each Mod#- N/A	N/A		Roof	1987		EXHAUST FANS REACHED ASHRAE SERVICE LIFE						NO	NO
Smoke Exhaust (2)	N/A	2- Smoke Exhaust Fans 1 Hp Mod#- N/A	N/A		Roof	1987		EXHAUST FANS REACHED ASHRAE SERVICE LIFE						NO	NO
Exhaust Fan#12	N/A	N/A	N/A		OUTSIDE SOUTH WALL	1987		DON'T WORK	REPLACE IF NEEDED		$1,450			NO	NO

FACILITY ID	FACILITY NAME
2480	Library East Branch

310 E. Division St.
Oviedo, FL.

Sq. ft.: 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
15-VAV'S	Enviro Tech	15-Dampers With Electric Heat-Mod#-RNER	VAV		Inside Bldg Ceiling	1987		NONE	NONE				5yr's	no	no
AHU-1	Carrier	39E017	1287T48842		Side Mech Rm	1987		Water leak's from unit Dirty Coil pipe Insulation needs repairs	Replace		$33,600	$50,400	2yr's	yes	Time Clock
CDU-1	Carrier	38AD028531	T793411	30	Mech Yard Side	1987		Coil fin damage,-Pipe Insulation need's repairs	Replace		$50,400	$25,200	1yr	no	Time Clock
AHU-2	Carrier	40BA009300	T791782		Above Conference Room Storage	1987		Duct work	Replace		$7,200	$10,800	2yr's	yes	no
CDU-2	Carrier	38BQ008530	1587G87007	10	Mech Yard Side	1987		Coil fin damage,-Pipe Insulation need's repairs	Replace		$10,800	$16,200	1yr	no	no
AHU-3	Carrier	40QH062300	4686A21951		Library Ceiling Perm	1986		AHU Rusted Duct work falling off unit	Replace A/H		$7,200	$10,800	2yr's	no	no
CDU-3	Carrier	38YCC060520	3000E03563	5	Mech Yard Side	2000		Pipe Insulation	Insulation Repair	$300			6yr's	no	no
2 Exhaust Fans	Pann Zephyr	EF-1Cat#125B EF#2 Mod#Z-12	n/a	EF-1 1/2hp EF-2 1/6hp	Conference Room Ceiling	1987		Noisy	Check Belt	$150			1yr	no	no

FACILITY ID	FACILITY NAME
2478	Library North Branch

150 N. Palmetto Ave.
Sanford, FL 32771
Year Built: 1987
Sq. ft.: 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	39ED17	128TT48844		Conf Mech Rm	1987		Unit has bad rattle	Replace unit		$33,600	$50,400	1yr	yes	Yes
CDU-1	Carrier	38AD028530	U793489	30	Main Unit-Mech Yd	1979		Bad Coil fins - oil leak -	Replace unit		$50,400	$25,200	1yr	No	Yes
AHU-2	Carrier	40BA009300	T791783		Alley Mech Rm	1987		Unit leak's water from duct work	Replace unit with mech.-room duct		$7,200	$10,800	1yr	No	Yes
CDU-2	TRANE	TWA090A300FA	431300AD	7 1/2	Conf Rm-Mech Yd	2004		None	None				12yr's	No	Yes
AHU-3	Carrier	40QH048300	2087A11332		Ceiling Perimeter	1987		Past ASHRAE service life	Replace unit		$7,200	$10,800	1yr	No	No
CDU-3	DUCANE	AC10B48TA	5366140436	4	Library Perimeter-Yd	2004		None	None				12yr's	No	No
VAV'S-1-of-15	Enviro Tech	RNER	214057	2-kw	Inside Bldg Ceiling	1987		None	None				5yr's	No	No
Exhaust Fans		2-Fans						COULD NOT FIND FAN'S							
Exhaust Fan	Penn	Zephyr-Z-12	59123	N/A	Conf Rm-Ceiling	1987		Fan would not run	Fix or Replace		$1,325		1yr	No	No

FACILITY ID	FACILITY NAME
2481	Library Northwest Branch

580 Greenway Blvd.
Lake Mary, FL 32746
Year Built: 1987
Sq. ft. : 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Carrier	39E017	04787T04681		Side Mech Room	1987		Past ASHRAE Service Life	Replace with CDU		$33,600	$50,400	2yr's	Yes	On Time Clock
CDU-1	Carrier	38AD028530	X798133	30	Side Mech yard	1979		Past ASHRAE Service Life	Replace with AHU		$50,400	$25,200	1yr	No	On Time Clock
AHU-2	Carrier	40BA-009-300	U796174		Library Perimeter-Ceiling	1979		Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	No	No
CDU-2	Carrier	38QN060510	3887E51706	5	Side Mech yard	1987		Unit Very Rusted Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	No
AHU-3	Carrier	40QH062300	3287416684		Conf.-Rm Mech.-Rm	1987		Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	Yes	No
CDU-3	Carrier	38BQ008530	3287G24509	7 1/2	Side Mech yard	1987		Fin Damage Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	No
VAV-1-of-15	Enviro	SSDSAEHII	N/A		Inside Bldg Ceiling	1987		VAV'S Are Rusting Out	Replace		$32,790		2yr's	No	No
2-Exhaust Fan	CARNES	VTBA15111N04G	45320-01	1/2	Above Conf.-Rm.-Ceiling	2001		1-Of Fans Missing Belt & No Power	Fix Belt	$100			15yr's	No	No

FACILITY ID	FACILITY NAME
2482	Library West Branch

245 N. Hunt Club Blvd.
Longwood, FL
Year Built: 1987
Sq. ft. : 12000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Carrier	39ED17	4687T04682		Outside Mech Rm	1987		None	None				5yr's	Yes	Time Clock
CPU #1	Carrier	38AD028530	Y797209	30	Mech Yard Side	1979		Leaks Oil Bad Coil Fin's	Replace		$50,400	$25,200	1yr	No	Time Clock
AHU #2	Carrier	40BA009300	V796163		Conf Rm-Closet	1979		Unit Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	Yes	Time Clock
CPU #2	Carrier	38BQ008530	3687G34343	7 1/2	Mech Yard Side	1987		Fin Damage Unit Past Service Life	Replace		$10,800	$16,200	1yr	No	Time Clock
AHU #3	Carrier	40QH062300	4687A21952		Lib Perimeter	1987		Unit Past ASHRAE Service Life	Replace		$7,200	$10,800	1yr	No	No
CPU #3	Carrier	38QN060510	4287E43223	5	Mech Yard Side	1987		Unit Past ASHRAE Service Life	Replace		$10,800	$16,200	1yr	No	No
8-VAV'S	ENVIRO-TECH	SSD11SAEH	Zone Stats	3.5-KW.	Inside Bldg	1987		Rusted & Missing Door's	Replace		$14,180		1-to-5yr's	No	No
Two-Exhaust Fans	CARNES	VTBA15P5111NOG	45320-01	1/2	Conf Rm-Ceiling	2001		None	None				15yr's	No	No

FACILITY ID	FACILITY NAME
3699	Lillie Greene Community Center

325 Station St
Altamonte Spgs, FL 32701
Year Built: 1998
Sq ft: 5660

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	CARRIER	40RM-016-B600HC	4697F07688		MECH. ROOM HALLWAY	1998		DIRTY COIL WATER IN UNIT	CLEAN COIL & DRAIN	$250			5YR'S	YES	NO
C/U-1	TRANE	RAUCC20EBY0300D000009	C05F05917	20	OUT SIDE BACK OF BLDG..	2001		DIRTY COIL	CLEAN COIL	$250			10YR'S	NO	NO
AHU-2	CARRIER	40RM-016-B600HC	4697F07731		MECH. ROOM END OF HALLWAY	1998		DIRTY COIL WATER IN UNIT	CLEAN COIL & DRAIN	$250			5YR'S	YES	NO
C/U-2	CARRIER	38AKS016-510	0398F17647	16	OUT SIDE BACK OF BLDG..	1998		FIN DAMAGE	FIX FINS	$250			5YR'S	NO	NO
EF-1	PENN	SX115RC	N/A	N/A	CEILING ABOVE AHU-1	1998		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
2491	Mental Health Center

300 Bay Ave.
Sanford, FL 32771
Year Built: 1964
Sq ft: 8500

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU #1	Trane	TWE060C15F00	R2047YX1V		Annex	2000		None	None				8Yr,s	No	NO
CDU #1	Trane	TWR060D100A1	R192X7X2F	5	Back of Bldg.	2000		None	None				8Yr,s	No	NO
AHU #2	Trane	TWE090A300CA	R073J745H		Crisis Unit	2000		None	None				8Yr,s	No	NO
CDU #2	Trane	TTA090A300CC	R081NF4AH	7 1/2	Back of Bldg.	2000		None	None				8Yr,s	No	NO
AHU #3	Trane	TWE090A300CA	R0734Y45H		Cross Roads	2000		None	None				8Yr,s	No	NO
CDU #3	Trane	TTA090A300CC	R081N3UAH	7 1/2	Back of Bldg.	2000		None	None				8Yr,s	No	NO
AHU #4	Goodman	N/A	N/A		CSU Hall Way-Ceiling	1992		Past ASHRAE Service Life	Replace		$2,700		1Yr	No	NO
CDU #4	Goodman	CE421GC	9207085184	3 1/2	Back of CSU Bldg.	1992		Past ASHRAE Service Life	Replace		$2,860	$4,500	1Yr	No	NO
PKU 1	Trane	WCH090C300BC	Z321016270	7 1/2	Back of Bldg.	2001		None	None					No	NO
PKU 2	Goodman	PC060C3A	9404111821	5	Roof	1994		Unit Housing Rusting	Replace		$7,250	$10,875	1 Yr	No	NO
PKU 3	Goodman	PC060C3A	9404111826	5	Roof	1994		Unit Housing Rusting Leaks Water	Replace		$7,250	$10,875	1Yr	No	NO
Exhaust Fan	Penn	FMX14B	N/A	2	Roof	N/A		None	None					No	NO

FACILITY ID	FACILITY NAME
2486	MSBU

1301 E Second St
Sanford, FL 32771

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Trane	TWE090A100CA	P2752UR5H		MSBU	2002		NONE	NONE				8 YRS		
CDU	Trane	TWA090A300BC	P292NX3AH	7 1/2	MSBU	2002		NONE	NONE				8 YRS		

FACILITY ID	FACILITY NAME
2463	Museum of Seminole County History - Historical Museum Main Bldg

300 Bush Blvd
Sanford, FL 32773
Year Built: 1920
Sq ft: 6060

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU 1	Bard	WH361-A00	125K052077288-02	3	North Wing	2002		None	None				10 years	Yes	No
WPU 2	Bard	WH602-A10	153M052103352-02	5	Center Wing	2002		None	None				10 years	Yes	No
WPU 3	Bard	WH361-A00	125K052077289-02	3	South W Conf Rm	2002		None	None				10 years	Yes	No

FACILITY ID	FACILITY NAME
8113	Museum of Seminole County History - Historical Museum Processing Room

310 Bush Blvd
Sanford, FL 32773
Year Built: 2004
Sq ft: 2280

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU#1	Goodman	AEPF-183016AA	612675615		Storage Bldg	2006		None	None				13 years	No	No
CDU#1	Goodman	ZRT24-A1	602544968	2	Outside of Storage Bldg	2006		None	None				13 years	No	No
AHU#1	Trane	TWE048C14FCO	2313SN81V		Quilt Exhibit Bldg	2002		Water leak	Find cause of leak	$400			8 years	Yes	No
CDU#1	Trane	TTV048D100A1	2224T4M5F	4	Quilt Exhibit Bldg Rear	2002		None	None				8 years	No	No
AHU#2	Trane	TWE048C14FCO	2313SN31V		Quilt Exhibit Bldg	2002		None	None				8 years	Yes	No
CDU#2	Trane	TTV048D100A0	21951055F	4	Quilt Exhibit Bldg Rear	2002		None	None				8 years	No	No
AHU#3	Goodman	AEPF-183016AA	612675613		Quilt Exhibit Bldg	2006		None	None				13 years	No	No
CDU#3	Goodman	CRT24-1A	602544999	2	Quilt Exhibit Bldg Rear	2006		None	None				13 years	No	No
Ductless Wall Unit	Expressions	40CG108301RM	N/A		Quilt Exhibit Bldg Storage	2001		None	None				8 years	No	No
CDU#4	Expressions	38CG018301	1434986019		Quilt Exhibit Bldg Rear	2001		None	None				8 years	No	No
Exhaust Fans (2)	N/A	N/A	N/A	3/4	Quilt Exhibit Bldg	2002		None	None				13 years	No	No

FACILITY ID	FACILITY NAME
3020	Osceola Landfill Leachate Building
1930 E. Osceola Rd.	
Geneva, FL 32732	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Bard Unit	Bard	20WAA-A00N	102F920725348-1	N/A	Land Fill Leachate Bldg.	N/A		Past ASHRAE Service Life	Replace		$5,400	$8,100	0 YRS		

FACILITY ID	FACILITY NAME
2464	Fire Station 13 - Apopka
3860 E State Road 436	
Apopka, FL 32714	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU-1	Trane	2TTZ9060B1000BA	7304R971F	5		Jul-07		NONE	NONE				10YR'S	YES	NO
AHU-1	Trane	2TEE3F65A1000AA	7264UE11V	1.0 HP		Jul-07		NONE	NONE				10YR'S	NO	NO
CDU-2	Trane	2TTZ9060B1000BA	7304SA51F	5		Jul-07		NONE	NONE				10YR'S	YES	NO
AHU-2	Trane	2TEE3F65A1000AA	7264UE71V	1.0 HP		Jul-07		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
CDU-3	Trane	2TTZ9030B1000BA	7304W6H1F	2 1/2		Jul-07									
AHU-3	Trane	2TEE3F31A1000AA	7231NJP2V	.5 HP		Jul-07									
Ice Machine	ICE-O-MATIC	ICE0400FA3	712180011083	1.0 HP		2007		NONE	NONE				15 YRS	NO	NO
Ice Machine	ICE-O-MATIC	B55F2A	7121280011275	1.0 HP		2007		NONE	NONE				15 YRS	NO	NO

FACILITY ID	FACILITY NAME
2453	County Services Bldg.
1101 E First St Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller 1W	Trane	CGAFC25EALA1A000F	C06EO4729	25	West Roof	2006		None	None				18 years	No	Yes
Chiller 2E	Trane	CGAFC50EALA1A000F	C06E04730	50	East Roof	2006		None	None				18 years	No	Yes
Chiller 3E	Trane	CGAFC50EALA1A000F	C06E04731	50	East Roof	2006		None	None				18 years	No	Yes
Chiller 4W	Trane	CGAFC60EALA1A000F	C06EO4732	60	Center Roof	2006		None	None				18 years	No	Yes
Chiller 5C	Trane	CGAFC60EALA1A000F	C06EO4734	60	West Roof	2006		None	None				18 years	No	Yes
Chiller 6C	Trane	CGAFC60EALA1A000F	C06EO4733	60	Center Roof	2006		None	None				18 years	No	Yes
CHWP 1	Bell & Gossett	1510 8.625	1BF061	160	East Penthouse	2007		None	None				19 years	No	No
CHWP 2	Bell & Gossett	1510 8.375	1BF061	125	East Penthouse	2007		None	None				19 years	No	No
CHWP 1	Bell & Gossett	1531 8.625	187044	175	Center Penthouse	2007		None	None				19 years	No	No
CHWP 2	Bell & Gossett	1531 8.625	187044	175	Center Penthouse	2007		None	None				19 years	No	No
CHWP 5	Bell & Gossett	1510BF 8.625	1BF061	160	West Penthouse	2007		None	None				19 years	No	No
CHWP 6	Bell & Gossett	1510BF 8.375	1BF061	125	West Penthouse	2007		None	None				19 years	No	No
AHU 1	Trane	MCCB010UA0B	K07C39635		East Penthouse	2007		None	None				19 years	Yes	Yes
AHU 2	Trane	TCPA5B007E	M07A00037		East Penthouse	2007		None	None				19 years	Yes	Yes
AHU 3	Trane	TWE120C304EL	7163RURBD		West Penthouse	2007		None	None				19 years	Yes	Yes
AHU 4	Trane	TWE120C304EL	7163RUSBD		West Penthouse	2007		None	None				19 years	Yes	Yes
AHU 5	Trane	TCPAIB007V2G3721DO	MO7A00022		West Penthouse	2006		None	None				18 years	Yes	Yes
AHU 6	Trane	TCPAIB007V2G3721DO	MO7A00023		West Penthouse	2006		None	None				18 years	Yes	Yes
AHU 7	Trane	TCPAIB007V2G3721DO	M07A00042		East Wing Mech Room	2007		None	None				18 years	Yes	Yes
AHU 8	Trane	MCCB008UAOAUAB	K07C39639		West Wing Mech Room	2007		None	None				14 years	Yes	Yes
AHU 9	Trane	MCCB003UAOAOUB	K07C38184		West Wing Mech Room	2007		None	None				14 years	Yes	Yes
AHU 11	Trane	TCPAIB075B2G3721DO	M07A00025		Center Penthouse	2007		None	None				14 years	Yes	Yes
VAV (26)	Trane	N/A	N/A		In Ceiling	1981		None	None				10 years	No	No
Ice Machine	Manitowoc	QD0212A	365639	1	2nd Fl Snack bar	2000		None	None				7 years	No	No
AHU	Goodman	ARUF486016AA	607255944		Center Penthouse	2006		None	None				13 years	No	No
CDU	Goodman	GSC130603AA	609040299	5	Center Roof	2006		None	None				13 years	No	No
AHU	Goodman	ARUF036-00A-1	311015178		UPS Room	2004		None	None				11 years	No	Yes
CDU	Goodman	CLK36-1H	310095543	3	East Wing Ground	2004		Dirty coil	Clean	$250			11 years	No	Yes
AHU 1	Liebert	DH125A-CAEI	739363-001		2nd Fl Comp Room	2004		None	None				11 years	No	Yes
CDU 1	Liebert	DCDF165Y	0535C79910	10	East Low Roof	2004		None	None				11 years	No	Yes
AHU 2	Liebert	DH125A-CAEI	562589-001		2nd Fl Comp Room	2004		None	None				11 years	No	Yes
CDU 2	Liebert	DCDF165Y	0337C65749	10	East Low Roof	2004		None	None				11 years	No	Yes
AHU 9	Trane	TWE060A300CA	RO52PV5H		Tax Collector/Tag Office	2000		None	None				7 years	No	Yes
CDU 9	Trane	TWA060D300A1	R092NFS1F	5	Center Wing Ground	2000		Dirty coil	Clean	$300			7 years	No	Yes
AHU 11	Lennox	B10-65-1P	5478A-09226		Room 1152	1994		Dirty coil, filters do not fit	Replace				1 year	Yes	Yes
CDU 11	Lennox	HP256512P	5894G42363	5	Center Front	1994		None	Replace				1 year	No	Yes
AHU 22	Bryant	FB4AN060	3296A22925		1st Fl Ctr Wing	1996		None	None				3 years	No	Yes
CDU 22	Bryant	661CJ060-A	2396E04664	5	East Wing Ground	1996		Dirty coil	Clean	$300			3 years	No	Yes
AHU 22	Goodman	ARUF060-00A-1	402763129		2nd Fl Snack Bar	2004		None	None				11 years	No	Yes
CDU 22	Goodman	CLK060-3	302452114	5	Ground Center Wing	2004		Dirty coil	Clean	$250			11 years	No	Yes
AHU 23	Bryant	FC4BNF030000AEAA	1696A16639		Room 1127	1996		None	None				3 years	No	Yes
CDU 23	Bryant	663CJ024-000AAA	1296E25550	2	West Wing Ground	1996		None	None				3 years	No	Yes

FACILITY ID	FACILITY NAME
2453	County Services Bldg.
1101 E First St Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 24	Evirmaster Intl	WCX24D06A0006	194D096821		1st Fl East End			None	None				1 year	No	No
CDU 24	Evirmaster Intl	CCB18DEA000AA0A	194D0604	2	Center Wing Ground	1994		None	None				1 year	No	No
AHU No Tag	Liebert	DH075A-CAEI	540015-001		1st Floor Comp Room	2002		None	None				9 years	No	Yes
CDU No Tag	Liebert	CDF104LP	0243C59700	10	East Wing Ground	2002		None	None				9 years	No	Yes
AHU No Tag	Trane	TWG036A140B1	5224UWL6V		Room 1157	2005		None	None				12 years	No	Yes
CDU No Tag	Trane	2TWB0036A1000AD	501266F4F	3	Center Wing Ground	2005		None	None				12 years	No	Yes
AHU 1	Trane	TWG025A140B1	40334UL6V		BOCC Comm Room	2003		None	None				10 years	No	Yes
CDU 1	Trane	TTB024C100A2	3395Y5J5	2	BOCC Roof	2003		None	None				10 years	No	Yes
AHU 2	Goodman	WMC241KFAJ	980600976		BOCC Sound Booth	1999		None	None				7 years	No	Yes
CDU 2	Goodman	HDC24-1AB	9903402994	2	BOCC Roof	1999		None	None				7 years	No	Yes
AHU 1	Weather King	WBHA-14J07NFDAI	TM360000759		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 1	Weather King	WAKA030JAZ	5428M320007653		Rear Center Low Roof	2000		None	None				7 years	No	Yes
AHU 2	Weather King	WBHA-12J07NFDAI	TM310002302		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 2	Weather King	WAKA018JAZ	5881M290017192		Rear Center Low Roof	2000		None	None				7 years	No	Yes
AHU 3	Weather King	WBHA-17J07NFDAI	TM310002303		Center Training Room 127	2000		None	None				7 years	No	Yes
CDU 3	Weather King	WAKA030JAZ	5428M320007655	2 1/2	Rear Center Low Roof	2000		None	None				7 years	No	Yes
PKG 1	Trane	TSC092A3RGA22A	702101995L	7 1/2	Front Lobby Roof	2007		None	None				14 years	Yes	Yes
PKG 2	Trane	WSC048A3ROAOJ	215100820L	4	Northwest Low Roof	2002		None	None				9 years	No	Yes
PKG 3	Trane	WCC036F100BF	R082LG11H	3	Center Roof	2000		None	None				7 years	No	Yes
PKG 4	Trane	WCC048F300BF	R042LHX2H	4	Center Roof	2000		None	None				7 years	No	Yes
PKG 12	Trane	2WCC3030A1000AA	64231D49H	2 1/2	Center Wing Low Roof	2007		None	None				14 years	Yes	Yes
PKG 13	Trane	2WCC3024A1000AA	6292MGY9H	2	Center Wing Low Roof	2007		None	None				14 years	Yes	Yes
PKG 16	Trane	WSC090A3RCA29A	702101993L	7 1/2	Center Wing Mid Roof	2007		None	None				14 years	Yes	Yes
PKG 28	Trane	2WCC3024A1000AA	6191W239H	2 1/2	Rear Center Low Roof	2006		None	None				13 years	Yes	Yes
PKG BOCC	Trane	TCD300B30FHB	701100803D	25	BOCC Roof	2007		None	None				14 years	Yes	Yes
PKG No Tag	Trane	TSCA012U0A	K00E79582	N/A	East Low Roof	1981		Past ASHRAE service life	Replace		$23,450	$35,040	1 year	Yes	Yes
PKG No Tag	Trane	DCCB-AAAGCHA0BAAC0EA	K95K78581		Northwest Roof	1981		Past ASHRAE service life	Replace		$23,450	$35,040	1 year	Yes	Yes
WPU	Bard	WA602-BOO	154J041933745-02	3 1/2	1st Fl Ctr Wing	2002		None	None				9 years	Yes	No
PRV 1	Penn Ventilator	CB18	N/A	1/4	West Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 2	Penn Ventilator	BB531	N/A	1/6	West Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 4	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 5	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 6	Penn Ventilator	BB531	N/A	1/6	Northwest Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 7	Penn Ventilator	BB45	N/A	1/4	Center Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No

FACILITY ID	FACILITY NAME
2453	County Services Bldg.
1101 E First St Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV 8	Penn Ventilator	AB10	N/A	1/4	Center Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 9	Penn Ventilator	CB18	N/A	1/4	Northeast Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 10	Penn Ventilator	CB18	N/A	1/4	Northeast Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 12	Penn Ventilator	CB18	N/A	1/4	East Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 14	Penn Ventilator	BB531	N/A	1/4	East Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV 15	Penn Ventilator	XR60	N/A	1/4	Rear Center Low Roof	1985		Past ASHRAE service life	Replace		$1,950		1 year	No	No
PRV 17	N/A	N/A	N/A	N/A	Center Wing Mid Roof	1985		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV East1stF	Penn Ventilator	AB10	N/A	N/A	East Low Roof	N/A		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV No Tag	Dayton	4YU93	05K28940	1/4	Center Roof	2005		None	None				17 years	No	No
PRV No Tag	N/A	N/A	N/A	N/A	BOCC Roof	N/A		No belt	Replace belt	$400			2 years	No	No
PRV No Tag	N/A	N/A	N/A	N/A	Center Wing Mid Roof	N/A		Past ASHRAE service life	Replace		$1,950		0	No	No
PRV No Tag	N/A	N/A	N/A	N/A	East Wall	N/A		None	None				2 years	No	No
EF 1	Cook	80C2B	047S6731	1/6	West Wing Low Roof	2004		No belt, not secured to curb	Replace belt, secure to curb	$450					

FACILITY ID	FACILITY NAME
2484	Court Facilities Bldg.

116 North Hood
Sanford FL
Year Built: 1986
Sq ft: 7872

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Bryant	602BNX036000AC	3305G21564	3	Roof	2005		None	None				12 years	No	No
RTU 2	Bryant	602BNX036000AC	3205G41320	3	Roof	2005		None	None				12 years	No	No
RTU 3	Carrier	50EE030330	1989C67475	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 4	Carrier	50EE021300	4988037958	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 5	Carrier	50EE029330	4288091015	2 1/2	Roof	1989		None	None				2 years	Yes	No
RTU 6	Bryant	602BNX036000AC	3205G31426	3	Roof	2005		None	None				12 years	No	No
RTU 7	Carrier	50EE030330	1989E67471	2 1/2	Roof	1989		None	None				2 years	No	No
RTU 8	Carrier	50EE024331	0289C66525	2	Roof	1989		None	None				2 years	No	No
RTU 9	Carrier	50EE030330	1789C67592	2 1/2	Roof	1989		None	None				2 years	No	No

FACILITY ID	FACILITY NAME														
8120	Criminal Justice Center														
101 Bush Blvd Sanford, FL															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller-1	York	YT-H3-B2-C3-CK-J	SFMM-995370	300	Chiller Plant	2004		None	None				20 years	No	Yes
Chiller-2	York	YT-H3-B2-C3-CK-J	SFMM-995270	300	Chiller Plant	2004		None	None				20 years	No	Yes
Chiller-3	York	YT-H3-B2-C3-CK-J	SFMM-995260	300	Chiller Plant	2004		None	None				20 years	No	Yes
Tower-1	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
Tower-2	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
Tower-3	BAC	3412A-3	U037408301	25hp	Chiller Yard	2004		None	None				20 years	No	No
VFD Fan-1	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
VFD Fan-2	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
VFD Fan-3	York Air Mod	AKK40102032	489999J2200	25hp	Chiller Plant	2004		None	None				20 years	No	No
Cond Pump P-8	TACO	FI5013E2KALILOA	P-8	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-9	TACO	FI5013E2KALILOA	P-9	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-10	TACO	FI5013E2KALILOA	P-10	15hp	Chiller Plant	2004		None	None				17 years	No	No
Cond Pump P-11	TACO	FI5013E2KALILOA	P-11	15hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-5	TACO	FI5011E2JAJILOA	P-5	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-6	TACO	FI5011E2JAJILOA	P-6	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Secondary P-7	TACO	FI5011E2JAJILOA	P-7	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-5	York Air Mod	N/A	P-5	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-6	York Air Mod	N/A	P-6	20hp	Chiller Plant	2004		None	None				17 years	No	No
VFD Secondary P-7	York Air Mod	N/A	P-7	20hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-1	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-2	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-3	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
Chw Primary P-4	TACO	FI4075E2FAJILOA	282976	7.5hp	Chiller Plant	2004		None	None				17 years	No	No
VAV (289)	York	VH510	14861-2	2 3/5	Ceiling	2004		None	None				27 years	No	No
VAV W/Heat	York	VH510	140437-9	2 3/5	Ceiling	2004		None	None				27 years	No	No
AHU-1	York	AP400	CFMM18413D	25hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-2	York	AP250	CFMM18414D	15hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-3	York	AP105	CFMM18415D	10hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-4	York	AP305	CFMM18416D	25hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-5	York	AP105	CFMM18417D	10hp	1st Fl	2004		None	None				17 years	Yes	Yes
AHU-6	York	AP305	CGMM18600D	20hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-7	York	AP250	CGMM18602D	20hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-8	York	AP215	CGMM18603D	15hp	2nd Fl	2004		None	None				17 years	Yes	Yes
AHU-9	York	AP250	CGMM18886D	20hp	3rd Fl	2004		None	None				17 years	Yes	Yes
AHU-10	York	AP305	CGMM18885D	20hp	3rd Fl	2004		None	None				17 years	Yes	Yes
AHU-11	York	AP215	CHMN18919D	15hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-12	York	AP250	CHMN18917D	20hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-13	York	AP215	CHMN18920D	20hp	4th Fl	2004		None	None				17 years	Yes	Yes
AHU-14	York	AP250	CHMM19391D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-15	York	AP250	CHMN19392D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-16	York	AP305	CHMN19387D	20hp	5th Fl	2004		None	None				17 years	Yes	Yes
AHU-17	York	AP500	CHMN19388D	25hp	Penthouse	2004		None	None				17 years	Yes	Yes
AHU-18	York	AP170	CHMM19389D	15hp	Penthouse			None	None				17 years	Yes	Yes

FACILITY ID	FACILITY NAME
8120	Criminal Justice Center
101 Bush Blvd Sanford, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-19	York	AP500	CHMM19390D	25hp	Penthouse	2004		None	None				17 years	Yes	Yes
AHU-20	York	AP105	CFMM18421D	7.5hp	Basement	2004		None	None				17 years	Yes	Yes
AHU-21	York	AP35	CFMM18411D	10hp	Rear Loading Dock	2004		None	None				17 years	Yes	Yes
AHU-23	York	24YSHW66	KO8FC665853		Chiller Plant	2004		None	None				11 years	No	No
AHU-24	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
AHU-25	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
AHU-26	York	60YSVW6	K08FC665855		Penthouse	2004		None	None				11 years	No	No
VFD Air handlers	York Air Mod	24 Drives	N/A	N/A		2004		None	None				20 years	No	No
Mini Mate 1	Liebert	MMD40C2A0EDC	0331N80837	3	Room 0079	2004		None	None				12 years	No	No
Mini Mate 2	Liebert	MMD40C2A0EDC	0331N80847	3	Room 1150	2004		None	None				12 years	No	No
Mini Mate 3	Liebert	MMD40C2A0EDC	0331N80800	3	Room 3090	2004		None	None				12 years	No	No
Mini Mate 4	Liebert	MMD40C2A0EDC	0331N80845	3	Room 4238	2004		None	None				12 years	No	No
Mini Mate 5	Liebert	MMD40C2A0EDC	0331N80841	3	Room 1280	2004		None	None				12 years	No	No
Mini Mate 6	Liebert	MMD40C2A0EDC	0331N80804	3	Room 3214	2004		None	None				12 years	No	No
Mini Mate 7	Liebert	MMD40C2A0EDC	0331N80801	3	Room 5222	2004		None	None				12 years	No	No
Mini Mate 8	Liebert	MMD40C2A0EDC	0331N80830	3	Room 4044	2004		None	None				12 years	No	No
Mini Mate 9	Liebert	MMD40C2A0EDC	0331N80864	3	Room 3045	2004		None	None				12 years	No	No
Mini Mate 10	Liebert	MMD40C2A0EDC	0331N80880	3	Room 1072	2004		None	None				12 years	No	No
Mini Mate 11	Liebert	MMD40C2A0EDC	0331N80865	3	Room 3042	2004		None	None				12 years	No	No
Mini Mate 12	Liebert	MMD40C2A0EDC	0331N80828	3	Room 5063	2004		None	None				12 years	No	No
Mini Mate 13	Liebert	MMD40C2A0EDC	0331N80844	3	Room 3196	2004		None	None				12 years	No	No
Mini Mate 14	Liebert	MMD40C2A0EDC	0331N80914	3	Room 1142	2004		None	None				12 years	No	No
Mini Mate 15	Liebert	MMD40C2A0EDC	0331N80882	3	Room 2430	2004		None	None				12 years	No	No
Mini Mate 16	Liebert	MMD40C2A0EDC	0331N80883	3	Room 2198	2004		None	None				12 years	No	No
Mini Mate 17	Liebert	MMD40C2A0EDC	0331N80877	3	Room 3192	2004		None	None				12 years	No	No
Mini Mate 18	Liebert	MMD40C2A0EDC	0331N80878	3	Room 2036	2004		None	None				12 years	No	No
Mini Mate 19	Liebert	MMD40C2A0EDC	0331N80879	3	Room 1142	2004		None	None				12 years	No	No
Deluxe System 3	Liebert	UH529C-AAE0	416241G117	30	Clerks Office	2004		None	None				12 years	No	No
Exhaust Fan 1	Cook	365SQN-HP	047S747641	7 1/2	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 2	Cook	365SQN-PH	047S747641	10	Room 6010	2004		None	None				17 years	No	No
Exhaust Fan 3	Cook	365SQN-HP	047S747641	7 1/2	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 4	Cook	245SQN-B	047S747641	3/4	Sheriff's Locker Room	2004		None	None				17 years	No	No
Exhaust Fan 5	Cook	N/A	047S747641	50	Room 1118	2004		None	None				17 years	No	No
Exhaust Fan 6	Cook	80SQN-B	047S747641	1/4	Room 1118	2004		None	None				17 years	No	No
Exhaust Fan 7	Cook	135SQN-B	047S747641	1/4	1st Fl	2004		None	None				17 years	No	No
Exhaust Fan 8	Cook	135SQN-B	047S747641	1/2	Sheriff's Locker Room	2004		None	None				17 years	No	No
Exhaust Fan 9	Cook	120SQN-B	047S747641	1/4	Rear Loading Dock	2004		None	None				17 years	No	No
Exhaust Fan 10	Cook	365SQN-PH	047S747641	10	Penthouse	2004		None	None				17 years	No	No
Exhaust Fan 11	Cook	N/A	047S747641	1/4	Clerks Office	2004		None	None				17 years	No	No
Exhaust Fan 12	Cook	N/A	047S747641	10	Clerks Office	2004		None	None				17 years	No	No

FACILITY ID	FACILITY NAME														
8120	Criminal Justice Center														
101 Bush Blvd Sanford, FL															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan 13	Cook	300SQN-P	047S747641	7 1/2	Chiller Plant	2004		None	None				17 years	No	No

FACILITY ID	FACILITY NAME
2490	CSB Boiler House

1101 1ST ST E.
Sanford, FL
Year Built: 1960
Sq ft: 4500

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
ARU	Trane	TWE090A300AC	P431PD75H		Storage Area	1999		None	None				7yr's	No	No
CDU	Trane	TWA090A300BC	P4334PPAH	7 1/2	Outside Ground	1999		None	None				7yr's	No	No
Condensate Pumps	Grundfoss	B-9404	Type-CR8-60-U-G-A-BUBE	5HP.	Garage	1993		None	None				6yr's	No	No
Chemical Pump	Walchem	1014-191S	89090200		Garage	1999		None	None				5yr's	No	No
Boiler - Steam	Cleaver Brooks	CB1700125LE	L97790	5102	Garage	1997		None	None				15yr's	No	No
Boiler - Steam	Continental	15821165	F11B2500465936236	8625	Garage	1965		Past ASHRAE Service Life	Replace		$139,700		1yr	No	No
Exh-Fan-1	PENN	N/A	N/A	N/A	Storage Roof	N/A		None	None				5yr's	No	No
2-Exh-Fan's	PENN	DX18B	Lable#-59271	N/A	Garage Roof	N/A		None	None				10yr	No	No

FACILITY ID	FACILITY NAME
8082	Econ River House
3795 Old Lockwood Rd	
Oviedo, FL 32765	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CDU	Carrier	38BYC024340	0499E27231	2	Econ river house	1999		NONE	NONE				5 YRS	NO	NO
AHU	Trane	TWG030A140B1	S-5222V326V		Econ river house	1999		NONE	NONE				5 YRS	NO	NO

FACILITY ID	FACILITY NAME
2443	Fleet/Facilities Management Bldg
205 County Home Rd	
Sanford, FL 32773	
Year Built: 1987	
Sq ft: 12304	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU#1	Trane	TWE120A300CA	N/A		Electrical Room	2000		None	None				7 years	No	No
CDU#1	Trane	TWA120A300DA	R444XPYAH	10	Outside of Electrical Room	2000		None	None				7 years	No	No
AHU#2	Carrier	FX4BN030	4505A72945		Attic	2005		None	None				12 years	No	No
CDU#2	Carrier	38ETG030300	3305E45677	2 1/2	N East Side of Bldg	2005		None	None				12 years	No	No
AHU#3	Armstrong Air	BCS2M60C00NA1P-1	6006L30897		Attic	2007		No insulation on drain line	Insulate	$300			14 years	No	No
CDU#3	Armstrong Air	2SCU13LE160P-1	1607D00462	5	N East Side of Bldg	2007		None	None				14 years	No	No
AHU#4	Trane	TWE120A300CA	R452KKG5H		Room 158	2000		None	None				7 years	No	No
CDU#4	Trane	TWA120A300DA	R443YAUAH	10	South Side of Bldg	2000		Dirty coil	Clean	$400			7 years	No	No
Ice Machine	Manitowoc	QD0282A	980862729	N/A	Room 177	1999		None	None				5 years	No	No
Exhaust Fan	Dayton	3C305A	X914450	3/4	Woodshop	1991		None	None				3 years	No	No
WPU#1	Marvair	ABP48ACC15MU-1000	HN91748	4	Woodshop Wall	1995		None	None				2 years	No	No
WPU#2	Eubank	W60CS00B1F00A	976-P30176	5	S East Wall	1997		Dirty coil	Clean	$400			4 years	Yes	No

FACILITY ID	FACILITY NAME														
2443	Fleet/Facilities Warehouse Bldg														
205 County Home Rd															
Sanford, FL 32773															
Year Built: 1987															
Sq ft: 12304															
Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fan	Dayton	5C196	957343	1/2	Warehouse	1995		None	None				7 years	No	No
Exhaust Fan	Sound Aire	N/A	N/A	N/A	East Side Roof	N/A		None	None				10 years	No	No
Exhaust Fan	Sound Aire	N/A	N/A	N/A	East Side Roof	N/A		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
8109	Fire Station 12 - Douglas
325 Douglas Ave	
Altamonte Springs, FL	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	Trane	TWE063P13FB0	3113LMK1V		1st FL. ELECTRICAL ROOM	2003		NONE	NONE				10YR'S	YES	NO
CDU-1	Trane	TWR060D100A2	2113AG11F	5	SW SIDE OF BLDG..	2003		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
AHU-2		AH68HKB4200	28211203359		2nd Fl	2003		NONE	NONE				10YR'S	YES	NO
CDU-2		QH848-1D	28312223979	4	SW SIDE OF BLDG..	2003		DIRTY COIL	CLEAN	$250			10YR'S	NO	NO
Ice Machine	Manitowoc	QD0602A	0G0562683	2	EQUIPMENT STORAGE ROOM	2006		NONE	NONE				8YR'S	NO	NO
SPACE HEATER	EMERSON	MHU-03Z	01-84-1627	2.23-KW	FITNESS ROOM	2001		NONE	NONE				7YR'S	NO	NO
EF-NO TAG	LOREN COOK	GEMINI 4-15	N/A	N/A	FITNESS ROOM	N/A		DON'T WORK	REPLACE		$915			NO	NO
EF-NO TAG	LOREN COOK UNI-DOME	245U5E-ACU	S153466	N/A	TRUCK BAY ROOF	1983		PAST ASHRAE SERVICE LIFE			$2,220			NO	NO

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility
211 Bush Blvd.	
Sanford FL 32773	
Year Built: 1985	
Sq ft: 190000	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Chiller-1	York	YR-VD-VB-T0-46A	SBMM-890780	250	Chiller Plant	2003		None	None				25 years	No	Yes
Chiller-2	York	YR-VD-VB-T0-46A	SBMM-890650	250	Chiller Plant	2003		None	None				25 years	No	Yes
Boiler-1	York Shipley	560-SPW-100-N	03-21524	4185	Boiler Plant	2003		None	None				26 years	No	No
Boiler-2	York Shipley	560-SPW-100-N	03-21525	4185	Boiler Plant	2003		None	None				26 years	No	No
RTU-1	Trane	TSCB04U0C	K06B20742	N/A	Admin Building Roof	2006		None	None				13 years	Yes	Yes
RTU-2	Trane	TCC024F100BG	3333KNM2H	2	Medical Records Roof	2003		None	None				10 years	Yes	Yes
Mini Split AHU	Goodman	WMC24-1A	8000081		Admin Building Com Room	2003		None	None				7 years	No	No
Mini Split CDU	Goodman	HDC24-1AB	8407041	2	Admin Building Roof	2000		None	None				7 years	No	No
Cond Pump-1	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Cond Pump-2	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Cond Pump-3	Taco	FI5009E2HAJILOA	277495/3	15hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-1	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-2	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Chw Pump-3	Taco	FI3013E2KAHILOA	277495/1	25hp	Chiller Plant	2003		None	None				16 years	No	No
Tower-1	BAC	3272A-2	U037189601		Chiller Plant	2003		Scale build up on coil	Clean	$5,000			16 years	No	Yes
Tower-2	BAC	3272A-2	U037189601		Chiller Plant	2003		Scale build up on coil	Clean	$5,000			16 years	No	Yes
HWP-1	Taco	FI2511E2HAJILOA	277495-5	15hp	Boiler Room	2003		None	None				16 years	No	No
HWP-1	Taco	FI2511E2HAJILOA	277495-5	15hp	Boiler Room	2003		Water leak	Find and fix leak	$2,000			16 years	No	No
Air Cooled Condenser	Scotsman	N/A	4680164	N/A	Kitchen Roof	N/A		Past ASHRAE service life	Replace		$4,420		0	No	No
AHU 2	Trane	MCCB008UA0A0UA	K07G96157		A-Pod	2007		None	None				14 years	Yes	Yes
AHU 3	Trane	MCCB008UA0A0UA	K07D96138		C-Pod	2007		None	None				14 years	Yes	Yes
AHU 4	Trane	MCCB008UA0A0UB	K07G9S170		A-Pod	2007		None	None				14 years	Yes	Yes
AHU 5	Trane	MCCB008UA0A0UB	K07G96203		C-Pod	2007		None	None				14 years	Yes	Yes
AHU 6	Trane	M8B	K79A48429		A-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 7	Trane	M8B	K79A48424		C-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 8	Trane	M8B	K79A48423		A-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 9	Trane	M8B	K79A48430		C-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 10	Trane	MCCB008UA0A0UA	K09G96151		B-Pod	2007		None	None				14 years	Yes	Yes
AHU 11	Trane	MCCB008UA0A0UA	K07G96190		B-Pod	1979		None	None				14 years	Yes	Yes
AHU 12	Trane	M8B	K79A48432		B-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 13	Trane	M8B	K79A48426		B-Pod	1979		Past ASHRAE service life	Replace		$16,050		1 year	Yes	Yes
AHU 16	Magic Aire	90-BR	990178105		Control 2 Roof	1999		Cabinet damage	Fix	$500			6 years	Yes	Yes
AHU 17	Trane	MCCB021UA0C0UB	K05G92971		Boiler Room	2005		None	None				12 years	Yes	Yes
AHU 18	Trane	CCDB14ENFE	K86E00017		D-Pod	1986		Past ASHRAE service life	Replace		$27,080		1 year	Yes	Yes
AHU 19	Trane	CCDB14ENFE	K86E00018		D-Pod	1986		Past ASHRAE service life	Replace		$27,080		1 year	Yes	Yes
AHU 20	Trane	CCDB10ENFE	K86E00011		E-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 21	Trane	CCDB10ENFE	K86E00012		E-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 22	Trane	CCDB10ENFE	K86E00013		F-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 23	Trane	CCDB10ENFE	K86E00014		F-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 24	Trane	CCDB10ENFE	K86E00015		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 25	Trane	CCDB10ENFE	K86E00016		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 26	Trane	CCDB10ENFE	K86E01317		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 27	Trane	CCDB10ENFE	K86E01318		H-Pod			Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 28	Trane	CCDB14DNFE	K86E99882		Loading Dock	1986		Past ASHRAE service life	Replace		$24,350		1 year	Yes	Yes
AHU 29	Trane	CCDB12CFOE	K86E99883		Loading Dock	1986		Past ASHRAE service life	Replace		$22,740		1 year	Yes	Yes
AHU 30	Trane	CCDB06CFOE	K86E01319		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 31	Trane	CCDB08EFOE	K86E01320		G-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 32	Trane	CCDB08DNFE	K86E01321		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
AHU 33	Trane	CCDB08EFOE	K86E01322		H-Pod	1986		Past ASHRAE service life	Replace		$24,900		1 year	Yes	Yes
PKG 34	Trane	4WCC304813000AA	7051JWW9H	4	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 35	Trane	4WCC3036A3000AA	6442XME9H	3	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 36	Trane	2WCC3030A1000AA	73421ME9H	2 1/2	Control 2 Roof	2006		None	None				13 years	Yes	Yes
PKG 37	Trane	2WCC3024A1000AA	7192KL39H	2	Control 2 Roof	2006		None	None				13 years	Yes	Yes
EF-1	Cook	210R4B	7020203	1/3	Chiller Plant Roof	2000		None	None				12 years	No	Yes
EF-2	Cook	210R4B	77020203	1/3	Chiller Plant Roof	2000		None	None				12 years	No	Yes
PRV-001	Greenheck	G-100-A	00J2005	1/4	B-Pod	2000		None	None				12 years	No	Yes
PRV-002	Greenheck	G-95-D	00J20107	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-003	Greenheck	G-95-D	00J02108	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-004	Greenheck	GB-200-A	00J21353	1/4	A-Pod	2000		None	None				12 years	No	Yes
PRV-005	Greenheck	G-85-D	00J21435	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-006	Greenheck	G-70-D	00J21413	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-008	Greenheck	G-100-A	00J20007	1/4	A-Pod	2000		None	None				12 years	No	Yes
PRV-009	Greenheck	G-100-A	00J20008	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-010	Greenheck	G-100-A	00J12006	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-011	Greenheck	GB-100-A	00J20009	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-012	Greenheck	GB-200-3	00J21358	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-013	Greenheck	GB-200-3	00J121337	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-014	Greenheck	G-100-A	00J20010	1/3	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-015	Greenheck	GB-200-3	00J21350	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-016	Greenheck	GB-200-3	00J21351	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-017	Greenheck	GB-200-3	00J21554	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-018	Greenheck	GB-200-3	00J21349	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-019	Greenheck	GB-200-3	GB-200-3	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-020	Greenheck	GB-200-3	00J21355	1/3	A-Pod	2000		None	None				12 years	No	Yes
PRV-021	Greenheck	GB-200-3	00J21352	1/3	C-Pod	2000		None	None				12 years	No	Yes
PRV-022	Greenheck	G-100-A	00J20011	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-023	Greenheck	GB-200-3	00J21360	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-024	Greenheck	CUBE-200-5	00J20239	1/3	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-025	Greenheck	GB-200-3	00J21359	1/3	B-Pod	2000		None	None				12 years	No	Yes
PRV-026	Greenheck	G-75-D	00J20049	1/20	Admin Building Roof	2000		Fan not secured to curb	Secure				12 years	No	Yes
PRV-27	Greenheck	G-85-D	00J20067	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-28	Greenheck	CUE-100-B	00J15961	1/6	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-30	Greenheck	GB-200-7	00J19995	3/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-31	Greenheck	GB-330-20	00J21633	2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-32	Greenheck	G-70-D	00J20043	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-33	Greenheck	G-70-D	00J20044	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV-34	Greenheck	G-70-D	00J20045	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-35	Greenheck	G-70-D	00J20046	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-36	Greenheck	G-70-D	00J20047	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-37	Greenheck	G-70-D	00J20048	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-38	Greenheck	G-100-A	00J20012	1/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-39	Greenheck	G-75-D	00J20050	1/25	Admin Building Roof	1979		None	None				12 years	No	Yes
PRV-40	Greenheck	G-85-D	00J20068	1/20	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-41	Greenheck	G-100-A	00J20013	1/4	Admin Building Roof	1979		None	None				12 years	No	Yes
PRV-42	Greenheck	G-65-D	00J07987	1/30	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-43	Greenheck	G-90-D	00J21453	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-44	Greenheck	G-90-D	00J21454	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-45-Q	Greenheck	CUBE-200-7	00J16411	3/4	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-46	Greenheck	CUBE-180-3	00J16399	1/3	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-47	Greenheck	CUBE-200-5	00J20240	1/2	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-50	Greenheck	G-90-D	00J21455	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-51	Greenheck	G-90-D	00J21456	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-52	Greenheck	G-95-D	00J20104	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-53	Greenheck	CUBE-300-20	00J20257	2	D-Pod	2000		None	None				12 years	No	Yes
PRV-54	Greenheck	G-95-D	00J21461	1/8	D-Pod	2000		None	None				12 years	No	Yes
PRV-56	Greenheck	G-95-D	00J21465	1/2	F-Pod	2000		Bad motor	Fix or replace motor	$400			12 years	No	Yes
PRV-58	Greenheck	CUBE-240-20	00J20255	2	D-Pod	2000		None	None				12 years	No	Yes
PRV-59	Greenheck	G-95-D	00J20105	1/8	D-Pod	2000		None	None				12 years	No	Yes
PRV-60	Greenheck	CUBE-300-10	00J21617	1	E-Pod	2000		None	None				12 years	No	Yes
PRV-61	Greenheck	G-95-D	00J20106	1/8	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-63	Greenheck	CUBE-300-15	00J20258	1 1/2	E-Pod	2000		None	None				12 years	No	Yes
PRV-64	Greenheck	G-95-D	00J21462	1/2	E-Pod	2000		None	None				12 years	No	Yes
PRV-65	Greenheck	CUBE-300-15	00J20261	1 1/2	F-Pod	2000		None	None				12 years	No	Yes
PRV-66	Greenheck	G-65-D	00J212397	1/4	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-68	Greenheck	CUBE-300-15	00J21262	1 1/2	F-Pod	2000		None	None				12 years	No	Yes
PRV-69	Greenheck	G-95-D	00J21464	1/2	F-Pod	2000		Bad motor	Fix or replace motor	$400			12 years	No	Yes
PRV-70	Greenheck	CUBE-300-15	00J20259	1	G-Pod	2000		None	None				12 years	No	Yes
PRV-71	Greenheck	G-95-D	00J21465	1/2	G-Pod	2000		None	None				12 years	No	Yes
PRV-74	Greenheck	G-95-D	00J21466	1	G-Pod	2000		None	None				12 years	No	Yes
PRV-75	Greenheck	CUBE-300-10	00J21619	1	H-Pod	2000		None	None				12 years	No	Yes
PRV-73	Greenheck	CUBE-300-10	00J21618	1 1/2	G-Pod	2000		None	None				12 years	No	Yes
PRV-78	Greenheck	CUBE-300-15	00J20260	1 1/2	H-Pod	2000		None	None				12 years	No	Yes
PRV-79	Greenheck	G-60-D	00J20039	1/4	H-Pod	2000		None	None				12 years	No	Yes
PRV-80	Greenheck	G-85-D	00J20069	1/20	E-Pod	2000		None	None				12 years	No	Yes
PRV-81	Greenheck	G-85-D	00J21436	1/20	Warehouse Roof	2000		None	None				12 years	No	Yes
PRV-86	Greenheck	G-70-G	00J25595	1/60	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-87	Greenheck	G-60-D	00J23139	1/2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-92	Greenheck	G-65-D	00J020042	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-93	Greenheck	G-90-D	00J21457	1/15	Control 2 Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
2462	John E. Polk Correctional Facility

211 Bush Blvd.
Sanford FL 32773
Year Built: 1985
Sq ft: 190000

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
PRV-94-Q	Greenheck	G-90-D	00J21458	1/15	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-95	Greenheck	G-95-D	00J21460	1/30	Control 1 Roof	2000		None	None				12 years	No	Yes
PRV-96	Greenheck	GB-240-7	00J21373	3/4	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-97	Greenheck	G-70-D	00J25606	1/30	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-99	Greenheck	CUBE-100HP-3	00J21554	3	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-100	Greenheck	G-120-A	00J21395	1/3	Control 2 Roof	2000		None	None				12 years	No	Yes
PRV-101	Greenheck	G-100-B	00J21378	1/6	Warehouse Roof	2000		None	None				12 years	No	Yes
PRV-102	Greenheck	CUBE-300-20	00J21620	2	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-103	Greenheck	G-65-D	00J21403	1/30	Admin Building Roof	2000		None	None				12 years	No	Yes
PRV-106	Cook	300ACSC300SC10B	047S848904-00	3	Admin Building Roof	2005		None	None				17 years	No	Yes
KEF-2	Greenheck	CUBE-200-5	1121979	2	Kitchen Roof	2000		None	None				12 years	No	Yes
KEF-3	Greenheck	CUBE-300-15-6	1121990	2	Kitchen Roof	2000		Fan not secured to roof	Secure	$200			12 years	No	Yes
KEF-4	Greenheck	CUBE-300-15-6	1121989	2	Kitchen Roof	2000		None	None				12 years	No	Yes
KSF-1	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
KSF-2	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
KSF-3	Grease Master	N/A	N/A	N/A	Kitchen Roof	1985		Past ASHRAE service life	Replace		$4,575		1 year	No	No
PRV-NT	Greenheck	G-70-D	00J25607	1/4	Control 1 Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-75-G	00J25625	1/4	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-60-D	00J20036	1/20	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	N/A	N/A	N/A	1/20	Kitchen Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	90C15DH	11RC1203	1/8	Kitchen Roof	2000		Dirty	Clean	$300			12 years	No	No
PRV-NT	Greenheck	G-65-D	00J21404	1/2	Warehouse Roof	2000		None	None				12 years	No	No
PRV-NT	Greenheck	G-70-D	00J25596	1/2	Admin Building Roof	2000		None	None				12 years	No	Yes

FACILITY ID	FACILITY NAME
3029	WTP Heathrow

1500 International Dr.
Lake Mary, FL. 32746
Year Built: 1994
Sq ft: 3448

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU-1	Bard	WA182-AOU	139D011609273	1 1/2	Control Bldg	2002		None	None				10yr's	Yes	No
4-Exhaust Fans	Centri Master	Pu135E1	XID515203	1/6	Control Bldg.-Roof	2003		None	None				15yr's	No	No
Bathroom Exhaust	Master Ette	V80	N/A	1/4	Control Bldg	1994		Fan Pulls No Air	Replace		$1,590		0	No	No
WPU-2	Bard	WA301	123B011504310	2 1/2	Back Control Bldg.	2001		None	None				10yr's	Yes	No
WPU-3	Bard	WA301	123B011502923	2 1/2	Back Control Bldg.	2002		None	None				10yr's	Yes	No

FACILITY ID	FACILITY NAME
8010	WTP Indian Hills

1900 Wilshire Blvd
Casselberry, FL, 32730
Year Built: 1976
Sq ft: 820

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AC-WALL MOUNT	BARD	WA372-A00	225N072426828-02	3	OUTSIDE BACK WALL	2008		NONE	NONE				10YR'S	YES	NO
EF-1	N/A	N/A	N/A	N/A	STORAGE ROOM	N/A		FAN DON'T WORK	REPLACE		$1,590		0	NO	NO
EF-2	DAYTON	2C7138	A00-909039	1/20	ACID BLDG.	N/A		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
3451	WTP Lake Hayes

535 Lake Hayes Rd
Oviedo, FL 32765
Year Built: 1985
Sq ft: 756

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	TRANE	FV4ANB006	3701A67162		Inside Bulg.	n/a		none	none				5yr's	no	no
C/U-1	TRANE	4SCU13LE184P	1606C07581	4	N. Side of Bulg.	2007		none	none				14yr's	no	no
EF-1&2	Dayton	9K965	n/a	1/20	Hypo Pump Cabinets	n/a		none	none				10yr's	no	no
EF-3	Dayton	9K965	n/a	1/8	ACID Bulg.	n/a		none	none				10yr's	no	no
EF-4	Dayton	9K965	n/a	1/20	Storage next to Acid bldg.	n/a		none	none				10yr's	no	no

FACILITY ID	FACILITY NAME
8086	WTP Lynwood

1003 Jerome Way
Apopka, FL 32703
Year Built: 1999
Sq ft: 4795

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU-1	TRANE	TWEP060C100A6	P051T6T1V		MECH.-ROOM BACK OF BLDG.	1999		NONE	NONE				10YR'S	YES	NO
C/U-1	TRANE	TWP060C100A6	P0855NU1F	5	OUTSIDE MECH.-ROOM BACK OF BLDG.	1999		NONE	NONE				10YR'S	NO	NO
2-HEATERS	TPI-CORPORATION	P3P5515	71WD15T01	10-KW	PUMP ROOM	2001		NONE	NONE				10YR'S	NO	NO

FACILITY ID	FACILITY NAME
8114	WTP Markham Regional
5651 Lake Gussie Circle	
Sanford, FL 32771	
Year Built: 2003	
Sq ft: 6400	

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	CARRIER	99MR0127BA020103	2402F60966		NE-SIDE MECH.-ROOM	2000		NONE	NONE				8YR'S	YES	NO
C/U	CARRIER	38BRCO42520	1600E27167	3 1/2	OUTSIDE NE-SIDE MECH.-ROOM	2000		DIRTY COIL	CLEAN	$200			8YR'S	NO	NO
EF-1-OF-8	GREENHECK	BDCE-2M26-1S-T	2821647	N/A	PUMP ROOM	2000		NONE	NONE				13YR'S	NO	NO
ELEC. HEATERS 1OF-2	MARKEL	W1000483BTLS	550173-04	10-KW	PUMP ROOM	2004		NONE	NONE				12YR'S	NO	NO

FACILITY ID	FACILITY NAME
2511-01	WTP Southeast Regional - Office and Maintenance Building

3300 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Trane	2TGB3F25A1000AC	7262YD76V		2nd Floor Storage	2007		None	None				15 years	No	No
CDU 1	Bryant	661CJ024-A	1400E28506	2	Outside Ground	2000		Dirty coil	Clean	$200			8 years	No	No
AHU 2	Carrier	40AQ036300	0488AQ9472		Ctr Office Upstairs	1988		Past ASHRAE service life	Replace		$3,240		1 year	No	No
CDU 2	Tappan	FS3PA-036KA	F6D030400868	3	Outside Ground	2004		Dirty coil	Clean	$250			11 years	No	No
AHU 3	Carrier	40AQ036300BU	2588A13597		1st Floor Men's Rm	1988		Past ASHRAE service life	Replace		$5,240		1 year	No	No
CDU 3	Goodman	CKL36-1H	21044 6730	3	Outside Ground	2004		None	None				11 years	No	No
Exhaust Fans (2)	Penn	FMX-36B	N/A	10	Roof	1988		Backdraft dampers won't open	Repair	$1,000			2 years	No	No
Exhaust Fans (2)	Penn	Z-8	N/A	1/4	Bathrooms	1988		Dirty	Clean	$200			1 year	No	No
Exhaust Fan (1)	Penn	WXR94	N/A	1/2	Workshop	1988		None	None				3 years	No	No
Ice Machine	Manitowoc	QV0452A	563679	2	Warehouse	2000		None	None				5 years	No	No
Electric Heaters (8)	Marley Q Mark	8-Q-Mark 15 KW Each	06-88-1491	120	Warehouse	1988		None	None				10 years	No	No

FACILITY ID	FACILITY NAME
2511-02	WTP Southeast Regional - Maintenance Building

3306 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU 1	Carrier	FB4ANF060	3201A71986		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 1	Carrier	38YCC060540	3201E01457	5	Ground	2001		None	None				8 years	No	No
AHU 2	Carrier	FB4ANF036	3201A63447		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 2	Carrier	38YCC036530	1402E34784	3	Ground	2001		None	None				8 years	No	No
AHU 3	Carrier	FB4ANF048	1501A66535		Inside Mech Rm	2001		None	None				8 years	Yes	No
CDU 3	Carrier	38YCC048520	4200E15228	4	Ground	2001		None	None				8 years	No	No

FACILITY ID	FACILITY NAME
2511-03	WTP Southeast Regional - Water Operations

3304 Dike Rd.
Winter Park FL 32792
Year Built: 2002
Sq ft: 27776

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
Exhaust Fans (2)	Nutone	672RB	N/A	1/4	Bathrooms	2001		None	None				13 years	No	No
AHU 1	Trane	TWE090A300CA	R475LOE5H		Inside Mech Rm	2000		None	None				8 years	No	No
CDU 1	Trane	TWA090A400DA	Z411PPMAH	7 1/2	Ground North Side	2001		None	None				8 years	No	No
AHU 2	Trane	TWE090A300CA	R475PDS5H		Inside Mech Rm	2000		None	None				8 years	No	No
CDU 2	Trane	TWA090A400DA	Z411L7FAH	7 1/2	Ground North Side	2001		Dirty coil	Clean	$250			8 years	No	No
PRV-2	Cook	100C10DH	PRV-2-6831	1/4	Roof	2001		None	None				13 years	No	No
Exhaust Fan	Cook	120CPV	EF-1-6831	1/3	Lab Hood	2001		Rusty housing	Clean and paint	$550			13 years	No	No
PRV-1	Cook	100C15DH	PRV-1-6831	1/8	Roof	2001		None	None				13 years	No	No
PRV-3	Cook	270C6B	PRV-3-6831	3/4	Roof	2001		None	None				13 years	No	No
PRV-4	Cook	60LEU	PRV-4-6831	15	Roof	2001		Rusty housing	Clean and paint	$1,000			10 years	No	No
PRV-5	Cook	135C10D	PRV-5-6831	1/6	Roof	2001		None	None				13 years	No	No
PRV-6	Cook	120C10D	PRV-6-6831	1/6	Roof	2001		None	None				13 years	No	No
PRV-7	Cook	245C9B	PRV-7-6831	2	Roof	2001		None	None				13 years	No	No
PRV-8	Cook	365C10B	PRV-8-6831	3	Roof	2001		None	None				13 years	No	No
PRV-9	Cook	365C10B	PRV-9-6831	3	Roof	2001		None	None				13 years	No	No
PRV-10	Cook	365C10B	PRV-10-6831	3	Roof	2001		None	None				13 years	No	No
PRV-11	Cook	365C10B	PRV-11-6831	3	Roof	2001		None	None				13 years	No	No
AHU	Carrier	FA4ANF036	4702A56498		Lab Ceiling	2002		None	None				9 years	No	No
CDU	Carrier	38CKC036-611	3802E13168	3	Ground North Side	2002		None	None				9 years	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Office

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 1	Trane	WCD120B400	R181028670	10	Office Roof	2000		Dirty Coil & O/A Filter	Clean	$250			8yr's	Yes	No
Ice Machine	Mantowoc	QD0452A	1064048	2	Back Of Office Bldg.	2001		None	None				5yr's	No	No
Fume Hood Exh.-Fan	N/A	N/A	N/A	N/A	Office Roof	N/A		Bad Housing	Replace		$5,475		1yr	No	No
Exh.-Fan	N/A	N/A	N/A	N/A	Office Roof	N/A		Fan Don't Work	Replace		$1,950		0	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Chlorine Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
WPU	Bard	WA242-A10XX4XXX	140H052052129-02	2	Chlorine Bldg.	2002		None	None				10yr's	Yes	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Electronic Control Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	Frigidaire	B3BU-030K-AB	B3B030312862		Elec. Control Bldg.	2004		No Filter In Unit	Replace Filter				12yr's	No	No
C/U	Frigidaire	FS3BA-030KA	FSA040100543	2 1/2	Elec. Control Bldg.	2004		Dirty Coil	Clean	$250			12yr's	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Receiving Bldg

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
RTU 2	GOETTL	HP302E2	6249002	2 1/2	Receiving Bldg.-Roof	1990		Fin Damage	Fix	$300			2yr's	No	No
Exh.-Fan's	N/A	N/A	N/A	N/A	Receiving Bldg.-Roof	N/A		Fan's Don't Work	Replace		$3,000		0	No	No
Ice Machine	Scotsman	CM500AE-1D	155597-03W	2	Receiving Bldg.	1997		None	None				2yr's	No	No

FACILITY ID	FACILITY NAME
3314	WWTP Greenwood Lakes - Master Lift Station

701 Greenway Blvd.
Lake Mary, FL. 32746
Year Built: 1976
Sq ft: 5838

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Reco.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
CONTROL BOX	KOOL TRONICS				Master Lift Station										

FACILITY ID	FACILITY NAME
8001	WWTP Yankee Lake

501 Yankee Lake Rd.
Sanford, FL 32771

Item	Make	Model	Serial #	Tons/hp/mbtu /gpm	Location	Equip Ser Date	Rating	Deficiencies	Recc.	Repair $$	Replace $$	High Eff. $$	Useful Life Remaining	Outside Air	EMS?
AHU	TRANE	TWE090A300EL	4353PEABD		EAST SIDE MECH.-ROOM	2004		NONE	NONE				12YR'S	YES	NO
CDU	TRANE	TTA090A400FA	4361WC4AD	7 1/2	OUTSIDE EAST SIDE MECH.-ROOM	2004		DIRTY COIL	CLEAN COIL	$200			12YR'S	NO	NO
Ice Machine	Mantowac	QD0282A	10660761	1	BACK OF ADMIN BLDG.	2001		DIRTY FILTER	CLEAN				5YR'S	NO	NO
1-OF2-Exhaust Fans	Cook Ace	70C10D	S234023-00	N/A	ADMIN ROOF	1988		FAN'S DON'T WORK	REPLACE FAN'S		$980			NO	NO
1-FO-3-Exhaust Fans	Cook Ace	N/A	N/A	N/A	ADMIN ROOF	N/A		NEED SERVICE OR REPLACED	REPLACE FAN'S		$2,890		1YR	NO	NO
2-FUMEHOOD-Exhaust Fans	N/A	N/A	N/A	N/A	ADMIN ROOF	N/A		ONE NOISY ONE DON'T WORK	REPLACE FAN'S		$10,550		1YR	YES	NO
1-FUMEHOOD-SUPPLY FAN	N/A	N/A	N/A	N/A	ADMIN ROOF	N/A		OLD & RUSTY	REPLACE FAN		$5,275		1YR	YES	NO
WPU	BARD	WA121-A05	158L021761091-01	1	BLDG. BACK OF PLANT	2001		NONE	NONE				9YR'S	YES	NO

Building Automated System (BAS) List

Building Automated System (BAS) Management Networks

Central Transfer Station (Bldg. #8025)
1950 SR 419
Longwood, FL 32750

Civil Courthouse (Bldg. #2476)
301 Park Ave. North
Sanford, FL 32771

County Services Building (Bldg. #2453)
1101 E. First St.
Sanford, FL 32771

Criminal Justice Center (Bldg. #8120)
101 Bush Blvd.
Sanford, FL 32773

Human & Health Services (HHS) Building (Bldg. #2457)
400 Airport Blvd. West
Sanford, FL 32773

Public Safety Building (Bldg. #8075)
150 Bush Blvd.
Sanford, FL 32773

Sylvan Lake Park (Bldg. #2509)
815 Lake Markham Rd.
Sanford, FL 32771

RFP-600466-08/BJC - HVAC Maintenance and Repairs
Summary of Evaluations of Proposals

Evaluators		Johnson Controls, Inc.	JPI Mechanical Services, Inc.	Trane
Raymond, Frank		67.73	90	70.47
Fernandez, Rafael		69.73	89	75.47
Forte, Joseph		94.73	100	87.47
Bayton, Edward		69.73	91	75.47
Taylor, John		94.73	100	87.47
TOTAL		396.95	470	396.35
RANKING		2	1	3

Evaluations

RFP-600466-08/BJC - HVAC Maintenance and Repairs

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation.:

Yes

RESPONSE #1: JOHNSON CONTROLS, INC.:

#1: Proposer's Experience and Qualifications (25%):

25

#1: Expirience and Qualifications - Remarks:

This firm is well qualified, experienced and has the necessary resources.

#1: Ability to Perform and Management Plan (25%):

10

#1: Ability to Perform and Management Plan - Remarks:

This firm did not comply with the terms outlined in the RFP

#1: Approach (15%):

5

#1: Approach - Remarks:

This firm did not comply with the terms outlined in the RFP

#1: Cost (35%):

29.73

#1: Cost - Remarks:

#1 Total:

69.73

RESPONSE #2: JPI MECHANICAL SERVICES, INC.:

#2: Proposer's Experience and Qualifications (25%):

20

#2: Expirience and Qualifications - Remarks:

This firm is well qualified and experienced but does not have the resources of the other larger firms

#2: Ability to Perform and Management Plan (25%):

23

#2: Ability to Perform and Management Plan - Remarks:

Based on references this firm has a history of good performance

#2: Approach (15%):

13

#2: Approach - Remarks:

Based on references this firm has a history of customer satisfaction

#2: Cost (35%):

35

#2: Cost - Remarks:

#2 - Total:

91

RESPONSE #3: TRANE:

#3: Proposer's Experience and Qualifications (25%):

25

#3: Expirience and Qualifications - Remarks:

This firm is very well qualified, experienced and has the necessary resources

#3: Ability to Perform and Management Plan (25%):

23

#3: Ability to Perform and Management Plan - Remarks:

This firm has a history of good performance

#3: Approach (15%):

5

#3: Approach - Remarks:

The amount of money allocated to preventive maintenance in this firms proposal appears out of line

#3: Cost (35%):

22.47

#3: Cost - Remarks:

#3 Total:

75.47

Created at 8/15/2008 9:08 AM by Bayton, Edward
Last modified at 8/15/2008 9:08 AM by Bayton, Edward

Evaluations

RFP-600466-08/BJC - HVAC Maintenance and Repairs

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Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

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County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation.:

Yes

RESPONSE #1: JOHNSON CONTROLS, INC.:

#1: Proposer's Experience and Qualifications (25%):

20

#1: Expirience and Qualifications - Remarks:

Experience and qualifications are good. Some of the experience involved is from acquired companies, but is still, apparently, resident.

#1: Ability to Perform and Management Plan (25%):

13

#1: Ability to Perform and Management Plan - Remarks:

Ability to perform seems a good potential, however, management plan differs from requested plan.

#1: Approach (15%):

5

#1: Approach - Remarks:

The proponderance of cost being in the PM section does not reflect the actual costs.

#1: Cost (35%):

29.73

#1: Cost - Remarks:

#1 Total:

67.73

RESPONSE #2: JPI MECHANICAL SERVICES, INC.:

#2: Proposer's Experience and Qualifications (25%):

20

#2: Expirience and Qualifications - Remarks:

Experience and qualifications check out very well.

#2: Ability to Perform and Management Plan (25%):

20

#2: Ability to Perform and Management Plan - Remarks:

Ability to perform and management plan seem appropriate and sufficient

#2: Approach (15%):

15

#2: Approach - Remarks:

JPI's approach appears straight forward and pricing allocation reflects reality.

#2: Cost (35%):

35

#2: Cost - Remarks:

Cost seems reasonable and well measured.

#2 - Total:

90

RESPONSE #3: TRANE:

#3: Proposer's Experience and Qualifications (25%):

23

#3: Expirience and Qualifications - Remarks:

Experience and qualifications are excellent.

#3: Ability to Perform and Management Plan (25%):

20

#3: Ability to Perform and Management Plan - Remarks:

Ability to perform and management plan are good.

#3: Approach (15%):

5

#3: Approach - Remarks:

Cost allocation is unrealistic and does not reflect reality.

#3: Cost (35%):

22.47

#3: Cost - Remarks:

Cost is excessively high.

#3 Total:

70.47

Created at 8/12/2008 12:16 PM by Raymond, Frank
Last modified at 8/12/2008 12:16 PM by Raymond, Frank

Evaluations

RFP-600466-08/BJC - HVAC Maintenance and Repairs

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Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

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County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation.:

Yes

RESPONSE #1: JOHNSON CONTROLS, INC.:

A qualified company

#1: Proposer's Experience and Qualifications (25%):

25

#1: Expirience and Qualifications - Remarks:

All employees and members of the compnay appear to have substantial experience and qualifications.

#1: Ability to Perform and Management Plan (25%):

25

#1: Ability to Perform and Management Plan - Remarks:

Company has all the requirements to perform and manage the plan.

#1: Approach (15%):

15

#1: Approach - Remarks:

#1: Cost (35%):

29.73

#1: Cost - Remarks:

Company is heavy on the front end of the Preventative Maintenance shcedule and lighter on the Repair Base Bid.

#1 Total:

94.73

RESPONSE #2: JPI MECHANICAL SERVICES, INC.:

A quailifed company

#2: Proposer's Experience and Qualifications (25%):

25

#2: Expirience and Qualifications - Remarks:

All employees and members of the compnay appear to have substantial experience and qualifications.

#2: Ability to Perform and Management Plan (25%):

25

#2: Ability to Perform and Management Plan - Remarks:

Company has all the requirements to perform and manage the plan.

#2: Approach (15%):

15

#2: Approach - Remarks:

Approach is clear and understanable

#2: Cost (35%):

35

#2: Cost - Remarks:

Provided the best cost approach with an equal balance of the cost up front on the Preventative Maintenance and at the end with Repairs Base Bid.

#2 - Total:

100

RESPONSE #3: TRANE:

A qualified company

#3: Proposer's Experience and Qualifications (25%):

25

#3: Expirience and Qualifications - Remarks:

All employees and members of the company appear to have substantial experience and qualifications.

#3: Ability to Perform and Management Plan (25%):

25

#3: Ability to Perform and Management Plan - Remarks:

Company has all the requirements to perform and manage the plan.

#3: Approach (15%):

15

#3: Approach - Remarks:

Approach is clear and concise.

#3: Cost (35%):

22.47

#3: Cost - Remarks:

Company is very heavy on the front end of Preventative Maintenance and also exceeds expaectations on the Repair Base Bid.

#3 Total:

87.47

Created at 8/13/2008 1:48 PM by Forte, Joseph
Last modified at 8/13/2008 1:48 PM by Forte, Joseph

Evaluations

RFP-600466-08/BJC - HVAC Maintenance and Repairs

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to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

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which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation.:

Yes

RESPONSE #1: JOHNSON CONTROLS, INC.:

#1: Proposer's Experience and Qualifications (25%):

25

#1: Expirience and Qualifications - Remarks:

#1: Ability to Perform and Management Plan (25%):

25

#1: Ability to Perform and Management Plan - Remarks:

#1: Approach (15%):

15

#1: Approach - Remarks:

#1: Cost (35%):

29.73

#1: Cost - Remarks:

#1 Total:

94.73

RESPONSE #2: JPI MECHANICAL SERVICES, INC.:

#2: Proposer's Experience and Qualifications (25%):

25

#2: Expirience and Qualifications - Remarks:

#2: Ability to Perform and Management Plan (25%):

25

#2: Ability to Perform and Management Plan - Remarks:

#2: Approach (15%):

15

#2: Approach - Remarks:

#2: Cost (35%):

35

#2: Cost - Remarks:

#2 - Total:

100

RESPONSE #3: TRANE:

#3: Proposer's Experience and Qualifications (25%):

25

#3: Expirience and Qualifications - Remarks:

#3: Ability to Perform and Management Plan (25%):

25

#3: Ability to Perform and Management Plan - Remarks:

#3: Approach (15%):

15

#3: Approach - Remarks:

#3: Cost (35%):

22.47

#3: Cost - Remarks:

#3 Total:

87.47

Created at 8/15/2008 2:41 PM by Taylor, John
Last modified at 8/15/2008 2:41 PM by Taylor, John

Evaluations

RFP-600466-08/BJC - HVAC Maintenance and Repairs

Edit Response | Delete Response | Alert Me | Go Back to Survey

Congratulations on your selection as an Evaluation Team Member!
Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?
Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations.
I state that I have considered my obligation to put the public interest above personal interest::

Yes

The team will evaluate each proposal against the requirements of the solicitation.:

Yes

RESPONSE #1: JOHNSON CONTROLS, INC.:

#1: Proposer's Experience and Qualifications (25%):

22

#1: Expirience and Qualifications - Remarks:

Firm is experienced in all phases of HVAC equipment repairs & maintenence. Technical staff is highly qualified to perform work. Huge customer base.

#1: Ability to Perform and Management Plan (25%):

10

#1: Ability to Perform and Management Plan - Remarks:

JCI is very able to perform the required HVAC maintenance and repairs, but their proposal is based on an alternate billing and paymnet method that does not comply with the RFP terms.

#1: Approach (15%):

8

#1: Approach - Remarks:

The proposed management plan is different from ther RFP requirements. Also, the dollar amount for the preventive maintenance base ($780,681.00, 75% of total proposal) is extremely high as compared to the amount proposed for the repair base ($266,033.00).

#1: Cost (35%):

29.73

#1: Cost - Remarks:

#1 Total:

69.73

RESPONSE #2: JPI MECHANICAL SERVICES, INC.:

#2: Proposer's Experience and Qualifications (25%):

20

#2: Expirience and Qualifications - Remarks:

Based on reference checks, and staff technical expertise, the firm has the necessary experience and is qualified to maintain and repair our HVAC equipment.

#2: Ability to Perform and Management Plan (25%):

21

#2: Ability to Perform and Management Plan - Remarks:

Ability to perform is satisfactory. As per the reference checks, equipment has been maintained and repaired in a timely and satisfactory basis. Based on a conference call with JPI, their management plan for continuity of service and personell availability and training is adequate.

#2: Approach (15%):

13

#2: Approach - Remarks:

Approach to contract management, equipment PM & repairs is on track for a successful contract. The proposed pricing breakdown reflects that a realistic cost analysis was done before submittal of the proposal.

#2: Cost (35%):

35

#2: Cost - Remarks:

See remarks for "Approach"

#2 - Total:

89

RESPONSE #3: TRANE:

#3: Proposer's Experience and Qualifications (25%):

24

#3: Expirience and Qualifications - Remarks:

The Trane Company's staff has the required qualifications, training and experience to successfully perform in this project.

#3: Ability to Perform and Management Plan (25%):

24

#3: Ability to Perform and Management Plan - Remarks:

Trane's ability to perform and contract management plan are very adequate for this project.

#3: Approach (15%):

5

#3: Approach - Remarks:

The dollar amount for the preventive maintenance base ($985,000.00, 71% of total proposal) is extremely high in comparison to the amount proposed for the repair base ($400,000.00)

#3: Cost (35%):

22.47

#3: Cost - Remarks:

See remarks for "Approach"

#3 Total:

75.47

Created at 8/12/2008 2:19 PM by Fernandez, Rafael
Last modified at 8/12/2008 2:19 PM by Fernandez, Rafael

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to CC-2183-07/VFT - Master Agreement for SHIP Affordable Housing Construction/Reconstruction with Vision IV Construction, Inc.; Mailand Holdings LLP dba Maze Homes; Corinthian Builders, Inc.; Sovanic, Inc. dba Manor Homes; and Unipark Construction Corporation

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:
Approve and authorize the Chariman to execute First Amendments to Agreements for CC-2183-07/VFT with Vision IV Construction, Inc. of Orlando, Florida; Mailand Holdings LLP dba Maze Homes of Melbourne, Florida; Corinthian Builders, Inc. of Sanford, Florida; Sovanic, Inc. d/b/a Manor Homes of Orlando, Florida; and Unipark Construction Corporation of Casselberry, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and also adjust the two (2) year Agreement base period for Vision IV Construction, Inc., Mailand Holdings LLP and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

County-wide Ray Hooper

BACKGROUND:

CC-2183-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for new home construction/reconstruction at various locations, on an as-needed basis at various locations throughout Seminole County. On October 9, 2007, the Board awarded Master Agreements to Vision IV Construction, Inc. of Orlando, Florida; Mailand Holdings LLP d/b/a Maze Homes of Melbourne, Florida; Corinthian Builders, Inc. of Sanford, Florida; Sovanic, Inc. dba Manor Homes of Orlando, Florida; and Unipark Construction Corporation of Casselberry, Florida.

Amendments under these Master Agreements will become the First Amendments for each Contractor, and will adjust the Insurance Limits that were included within the Award Agreement to the limits that were publicly advertised in Section 00700 - "Insurance" within the original solicitation package. The limits included in Section 00700 were reviewed by the County's Risk Management staff, and found to be acceptable based on the potential dollar amount of the each individual Work Order. All awarded Contractors under CC-2183-07/VFT have submitted Insurance Certificates that met the limits as advertised within Section 00700. Copies of both the email as received during the solicitation phase from Risk Management, and the recent email as approved by Risk Program Manager Greg Foppiani, are included within the Agenda Backup.

In addition, due to the staggered execution dates staff requests adjustment to the two (2) year Agreement base period for Vision IV Construction, Inc., Mailand Holdings LLP and Corinthian

Builders, Inc. to end on June 8, 2010, in order for all Master Agreements to run concurrently.

Authorization for the performance of services by Contractors under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Contractors. The work and dollar amount for each work order shall be based on a specific project, and each project is competitively bid with award based on price and time to completion.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the First Amendments to the Agreements for CC-2183-07/VFT with Vision IV Construction, Inc. of Orlando, Florida; Mailand Holdings LLP d/b/a Maze Homes of Melbourne, Florida; Corinthian Builders, Inc. of Sanford, Florida; Sovanic, Inc. dba Manor Homes of Orlando, Florida; and Unipark Construction Corporation of Casselberry, Florida; replacing the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and additionally adjusting the two (2) year Agreement base period for Vision IV Construction, Inc., Mailand Holdings LLP and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

ATTACHMENTS:

1. CC-2183-07_VFT Backup Documentation
2. CC-2183-07_VFT Amendment #1 with Vision IV
3. CC-2183-07_VFT Amendment #1 with Mailand Holdings
4. CC-2183-07_VFT Amendment #1 with Corinthian
5. CC-2183-07_VFT Amendment #1 with Sovanic
6. CC-2183-07_VFT Amendment #1 with Unipark

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

Taylor, Vagillia

From: Udo, Toni
Sent: Thursday, October 18, 2007 7:02 AM
To: Taylor, Vagillia
Subject: FW: FW: Insurance CC-2183-07 & CC-2184-07
Attachments: Insurance for Toni.pdf; Insurance for Toni.pdf

FYI

TONI UDO
ACTING RISK MANAGER
SEMINOLE COUNTY RISK MANAGEMENT
200 W. COUNTY HOME ROAD
SANFORD, FL 32773
OFFICE 407-665-5952
FAX: 407-665-5286
TUDO@SEMINOLECOUNTYFL.GOV

From: Audrey_Dellolio@AJG.com [mailto:Audrey_Dellolio@AJG.com]
Sent: Wednesday, October 17, 2007 4:30 PM
To: Udo, Toni
Subject: Re: FW: Insurance CC-2183-07 & CC-2184-07

I'm so sorry about the delay on this! I just found it in my emails and realized I'd not responded.

The limits shown on the contract are the MINIMUMS. Based on the work involved, I would recommend the following:

8.1.2 Part Two: (Workers Comp)
$1,000,000 Each Accident
$1,000,000 Disease, Policy Limit
$1,000,000 Disease, Each Employee
Waiver of Subrogation in favor of the County

8.2 Commercial General Liability:
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
Additional Insured status for County
Primary and Non-Contributory "Other Insurance" clause
Change reference of "ISO Form CG 2501" to "ISO Form CG 2503"

8.3 Business Auto:
$1,000,000 Each Occurrence

In addition, PRIMA recommends the following for Moderate Hazard Projects:

$1,000,000 Umbrella
Builders Risk
Installation Floater

The above limits should not pose an undue burden on a contractor.

Let me know if any questions.

Audrey Dellolio, ARM
Area Assistant Vice President
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Rd., Ste. 390
Orlando, FL 32819
(407) 563-3553 (v)
(407) 370-3057 (fax)
(800) 524-0191 (v)
Audrey_Dellolio@ajg.com

****
PLEASE NOTE: The discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice as we are not qualified to do so. I highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues.
****
Please note that coverage cannot be bound by sending an email request or leaving a voice mail. Coverage is bound when confirmation is received from the carrier.

"Udo, Toni" <tudo@seminolecountyfl.gov>

10/09/07 11:03 AM

To <Audrey_Dellolio@AJG.com>
cc
Subject FW: Insurance CC-2183-07 & CC-2184-07

Please advise.

Toni Udo
acting risk manager
Seminole county risk management
200 W. County home road
sanford, fl 32773
office: 407-665-5952
Fax: 407-665-5286
tudo@seminolecountyfl.gov

From: Taylor, Vagillia
Sent: Tuesday, October 09, 2007 11:08 AM
To: Udo, Toni
Subject: Insurance CC-2183-07 & CC-2184-07

Good Morning Toni,

I wanted to find out if the insurance requirements that we listed for the two SHIP projects, Construction/Reconstruction and Repair, are the minimum. I have attached a copy of the scope and the insurance requirements. Thanks and please let me know if you have any questions.

<<Insurance for Toni.pdf>> <<Insurance for Toni.pdf>>

Vagillia "Jill" Taylor
Senior Procurement Analyst
Seminole County Purchasing & Contracts Division
407-665-7122 Phone
407-665-7956 Fax
VTaylor@seminolecountyfl.gov

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

Taylor, Vagillia

From: Hunter, Bob
Sent: Thursday, July 10, 2008 2:17 PM
To: Taylor, Vagillia
Subject: FW: SHIP Insurance Requirements

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

From: Foppiani, Gregory
Sent: Thursday, July 10, 2008 2:13 PM
To: Hunter, Bob
Cc: Hooper, Ray
Subject: RE: SHIP Insurance Requirements

Gentleman,

As you indicated the limits had been previously approved by Risk Management, and we will stand by those limits.

Greg

From: Hunter, Bob
Sent: Thursday, July 10, 2008 1:33 PM
To: Foppiani, Gregory
Cc: Hooper, Ray
Subject: SHIP Insurance Requirements

<< File: SHIP Insurance Requirements.pdf >>

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **VISION IV CONSTRUCTION, INC.,** duly authorized to conduct business in the State of Florida, whose current address is 1401 W. Colonial Drive, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program and Other Federal and State Revenue Funding Affordable Housing New Construction and Reconstruction Projects (CC-2183-07) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement addressing required minimum specifications for CONTRACTOR's Workers' Compensation and general commercial liability insurance coverage is hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included 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~~	$500,000.00	(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
~~$1,000,000.00~~	$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

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

	LIMITS	
General Aggregate	~~$2,000,000.00~~[1]	Three times the Each Occurrence Limit
Products/Completed Operations Aggregate		$1,000,000.00
Personal & Advertising Injury Limit	~~$1,000,000.00~~	$500,000.00
Each Occurrence Limit	~~$1,000,000.00~~	$500,000.00
Automobile/Other Motor Vehicle	~~$1,000,000.00~~[2]	
Each Occurrence Bodily Injury and Property Damage Liability Combined		$500,000.00
Annual Aggregate		Three times the Each Occurrence Limit

~~[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.~~

~~[2] Each occurrence.~~

Section 3. All other terms and provisions of the Agreement and all Exhibits thereto and the remaining portions of Section 19 which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason

whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Agreement to be executed:

VISION IV CONSTRUCTION, INC.

_____
ROYCE CAMP, Superintendent

By:_____
JOSE L. LUGO, President

[CORPORATE SEAL]

Date:_____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

_____
County Attorney

P:\Users\aschneider\Affordable Housing\1st Amendment - CC-2183-07-VFT Vision IV.doc

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **MAILAND HOLDINGS, LLP D/B/A MAZE HOMES,** duly authorized to conduct business in the State of Florida, whose current address is 2715 North Harbour City Boulevard, Melbourne, Florida 32935, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program and Other Federal and State Revenue Funding Affordable Housing New Construction and Reconstruction Projects (CC-2183-07) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement addressing required minimum specifications for CONTRACTOR's Workers' Compensation and general commercial liability insurance coverage is hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

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

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included 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~~	$500,000.00	(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
~~$1,000,000.00~~	$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

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

	LIMITS	
General Aggregate	~~$2,000,000.00~~[1]	Three times the Each Occurrence Limit
Products/Completed Operations Aggregate		$1,000,000.00
Personal & Advertising Injury Limit	~~$1,000,000.00~~	$500,000.00
Each Occurrence Limit	~~$1,000,000.00~~	$500,000.00
Automobile/Other Motor Vehicle	~~$1,000,000.00~~[2]	
Each Occurrence Bodily Injury and Property Damage Liability Combined		$500,000.00
Annual Aggregate		Three times the Each Occurrence Limit

~~[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.~~

~~[2] Each occurrence.~~

Section 3. All other terms and provisions of the Agreement and all Exhibits thereto and the remaining portions of Section 19 which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express

provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Agreement to be executed:

MAILAND HOLDINGS, LLP
d/b/a MAZE HOMES

_____
Witness

By: _____
JAMES A. MAYES, Partner

_____
Print Name

Date: _____

_____
Witness

_____
Print Name

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, hereinafter referred to as "COUNTY", and **CORINTHIAN BUILDERS, INC.,** duly authorized to conduct business in the State of Florida, whose current address is 2175 Marquette Avenue, Sanford, Florida 32773, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program and Other Federal and State Revenue Funding Affordable Housing New Construction and Reconstruction Projects (CC-2183-07) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement addressing required minimum specifications for CONTRACTOR's Workers' Compensation and general commercial liability insurance coverage is hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

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

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included 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~~	$500,000.00	(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
~~$1,000,000.00~~	$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

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

		LIMITS
General Aggregate	~~$2,000,000.00[1]~~	Three times the Each Occurrence Limit
Products/Completed Operations Aggregate		$1,000,000.00
Personal & Advertising Injury Limit	~~$1,000,000.00~~	$500,000.00
Each Occurrence Limit	~~$1,000,000.00~~	$500,000.00
Automobile/Other Motor Vehicle	~~$1,000,000.00[2]~~	
Each Occurrence Bodily Injury and Property Damage Liability Combined		$500,000.00
Annual Aggregate		Three times the Each Occurrence Limit

~~[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.~~

~~[2] Each occurrence.~~

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto and the remaining portions of Section 19 which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to Agreement to be executed:

ATTEST:

_____
, Secretary

[CORPORATE SEAL]

CORINTHIAN BUILDERS, INC.

By:_____
RICHARD KOVACSIK, President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SOVANIC, INC. d/b/a MANOR HOMES**, duly authorized to conduct business in the State of Florida, whose address is 4700 Millenia Boulevard, Suite 175, Orlando, Florida 32839, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program and Other Federal and State Revenue Funding Affordable Housing New Construction and Reconstruction Projects (CC-2183-07) dated June 8, 2008 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby

acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Sections 19(c)(1) and (2) of the Agreement addressing required minimum specifications for CONTRACTOR's Workers' Compensation and general commercial liability insurance coverage is hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation

Act, where appropriate, coverage is to be included 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~~	$500,000.00	(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
~~$1,000,000.00~~	$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS	
General Aggregate	~~$2,000,000.00~~‡	Three times the Each Occurrence Limit
Products/Completed Operations Aggregate		$1,000,000.00
Personal & Advertising Injury Limit	~~$1,000,000.00~~	$500,000.00
Each Occurrence Limit	~~$1,000,000.00~~	$500,000.00

Automobile/Other Motor Vehicle	~~$1,000,000.00[2]~~	
Each Occurrence Bodily Injury and Property Damage Liability Combined		$500,000.00
Annual Aggregate		Three times the Each Occurrence Limit

~~[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.~~

~~[2] Each occurrence.~~

Section 2. All other terms and provisions of the Agreement and all Exhibits thereto and the remaining portions of Section 19 which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 3. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 4. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

SOVANIC, INC. d/b/a MANOR HOMES

_____
MARINELLA DIONISI
Vice-President

By: _____
FRANCOIS DIONISI
President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM AND
OTHER FEDERAL AND STATE REVENUE FUNDING AFFORDABLE HOUSING
NEW CONSTRUCTION AND RECONSTRUCTION PROJECTS
(CC-2183-07)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UNIPARK CONSTRUCTION CORPORATION,** duly authorized to conduct business in the State of Florida, whose address is 300 Wilshire Boulevard, Suite 200, Casselberry, Florida 32707, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program and Other Federal and State Revenue Funding Affordable Housing New Construction and Reconstruction Projects (CC-2183-07) dated June 8, 2008 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Sections 19(c)(1) and (2) of the Agreement addressing required minimum specifications for CONTRACTOR's Workers' Compensation and general commercial liability insurance coverage is hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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(A) CONTRACTOR's insurance shall cover CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included 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~~	$500,000.00	(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
~~$1,000,000.00~~	$500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS	
General Aggregate	~~$2,000,000.00~~[1]	Three times the Each Occurrence Limit
Products/Completed Operations Aggregate		$1,000,000.00
Personal & Advertising Injury Limit	~~$1,000,000.00~~	$500,000.00
Each Occurrence Limit	~~$1,000,000.00~~	$500,000.00
Automobile/Other Motor Vehicle	~~$1,000,000.00~~[2]	
Each Occurrence Bodily Injury and Property Damage Liability Combined		$500,000.00
Annual Aggregate		Three times the

	Each Occurrence Limit

~~[1] May also be structured as $1,000,000.00 in coordination with a $1,000,000.00 umbrella policy.~~

~~[2] Each occurrence.~~

Section 2. All other terms and provisions of the Agreement and all Exhibits thereto and the remaining portions of Section 19 which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 3. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 4. This First Amendment shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

UNIPARK CONSTRUCTION CORPORATION

_____
Secretary

By: _____
PEDRO MEDINA, President

[CORPORATE SEAL]

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #1 to CC-2184-07/VFT - Master Agreement for SHIP Affordable Housing Repair with Posey Builders Construction; RLH Construction Company; Vision IV Construction, Inc.; Unipark Construction Corporation; and Corinthian Builders, Inc.

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Vagillia Taylor **EXT:** 7122

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute First Amendment to Agreements regarding CC-2184-07/VFT with Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Consulting & Management, Inc. d/b/a R.L.H. Construction of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and additionally adjust the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

County-wide Ray Hooper

BACKGROUND:

CC-2184-07/VFT provides for all labor, materials, equipment, coordination and incidentals necessary for home repair on an as-needed basis at various locations throughout Seminole County. On October 9, 2007, the Board awarded Master Agreements to Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Construction Company of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida.

Amendments under these Master Agreements will become the First Amendments for each Contractor, and will adjust the Insurance Limits that were included within the Award Agreement to the limits that were publicly advertised in Section 00700 - "Insurance" within the original solicitation package. The limits included in Section 00700 were reviewed by the County's Risk Management staff, and found to be acceptable based on the potential dollar amount of the each individual Work Order. All awarded Contractors under CC-2184-07/VFT have submitted Insurance Certificates that met the limits as advertised within Section 00700. Copies of both the email as received during the solicitation phase from Risk Management and the recent email as approved by Risk Program Manager Greg Foppiani, are included within the Agenda Backup.

In addition, due to the staggered execution dates staff requests adjustment to the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, in order

for all Master Agreements to run concurrently.

Authorization for the performance of services by Contractors under these Master Agreements shall be in the form of written Work Orders issued and executed by the County, and signed by the Contractors. The work and dollar amount for each work order shall be based on a specific project, and each project is competitively bid with award based on price and time to completion.

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendments to CC-2184-07/VFT with Posey Builders Construction, Inc. of Lake Monroe, Florida; RLH Consulting & Management, Inc. d/b/a R.L.H. Construction of Sanford, Florida; Vision IV Construction, Inc. of Orlando, Florida; Unipark Construction Corporation of Casselberry, Florida; and Corinthian Builders, Inc. of Sanford, Florida. The amendments replace the Insurance Limits included within the Award Agreement with the Insurance Limits that were publicly advertised within Section 00700 - "Insurance" of the original solicitation package and additionally adjust the two (2) year Agreement base period for Posey Builders Construction, Inc., RLH Consulting & Management, Inc., Vision IV Construction, Inc. and Corinthian Builders, Inc. to end on June 8, 2010, to ensure that all Master Agreements run concurrently.

ATTACHMENTS:

1. CC-2184-07_VFT Backup Documentation
2. CC-2184-07_VFT Amendment #1 with Posey Builders
3. CC-2184-07_VFT Amendment #1 with RLH
4. CC-2184-07_VFT Amendment #1 with Vision IV
5. CC-2184-07_VFT Amendment #1 with Unipark
6. CC-2184-07_VFT Amendment #1 with Corinthian

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

Taylor, Vagillia

From: Udo, Toni
Sent: Thursday, October 18, 2007 7:02 AM
To: Taylor, Vagillia
Subject: FW: FW: Insurance CC-2183-07 & CC-2184-07
Attachments: Insurance for Toni.pdf; Insurance for Toni.pdf

FYI

TONI UDO
ACTING RISK MANAGER
SEMINOLE COUNTY RISK MANAGEMENT
200 W. COUNTY HOME ROAD
SANFORD, FL 32773
OFFICE 407-665-5952
FAX: 407-665-5286
TUDO@SEMINOLECOUNTYFL.GOV

From: Audrey_Dellolio@AJG.com [mailto:Audrey_Dellolio@AJG.com]
Sent: Wednesday, October 17, 2007 4:30 PM
To: Udo, Toni
Subject: Re: FW: Insurance CC-2183-07 & CC-2184-07

I'm so sorry about the delay on this! I just found it in my emails and realized I'd not responded.

The limits shown on the contract are the MINIMUMS. Based on the work involved, I would recommend the following:

8.1.2 Part Two: (Workers Comp)
$1,000,000 Each Accident
$1,000,000 Disease, Policy Limit
$1,000,000 Disease, Each Employee
Waiver of Subrogation in favor of the County

8.2 Commercial General Liability:
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury Limit
$1,000,000 Each Occurrence Limit
Additional Insured status for County
Primary and Non-Contributory "Other Insurance" clause
Change reference of "ISO Form CG 2501" to "ISO Form CG 2503"

8.3 Business Auto:
$1,000,000 Each Occurrence

In addition, PRIMA recommends the following for Moderate Hazard Projects:

$1,000,000 Umbrella
Builders Risk
Installation Floater

The above limits should not pose an undue burden on a contractor.

Let me know if any questions.

Audrey Dellolio, ARM
Area Assistant Vice President
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Rd., Ste. 390
Orlando, FL 32819
(407) 563-3553 (v)
(407) 370-3057 (fax)
(800) 524-0191 (v)
Audrey_Dellolio@ajg.com

****
PLEASE NOTE: The discussion set forth above is only an insurance/risk management perspective and is NOT legal advice. We do not provide legal advice as we are not qualified to do so. I highly recommend that you seek the advice of legal counsel in order to become fully apprised of the legal implications related to these issues.
****
Please note that coverage cannot be bound by sending an email request or leaving a voice mail. Coverage is bound when confirmation is received from the carrier.

"Udo, Toni" <tudo@seminolecountyfl.gov>

10/09/07 11:03 AM

To <Audrey_Dellolio@AJG.com>
cc
Subject FW: Insurance CC-2183-07 & CC-2184-07

Please advise.

Toni Udo
acting risk manager
Seminole county risk management
200 W. County home road
sanford, fl 32773
office: 407-665-5952
Fax: 407-665-5286
tudo@seminolecountyfl.gov

From: Taylor, Vagillia
Sent: Tuesday, October 09, 2007 11:08 AM
To: Udo, Toni
Subject: Insurance CC-2183-07 & CC-2184-07

Good Morning Toni,

I wanted to find out if the insurance requirements that we listed for the two SHIP projects, Construction/Reconstruction and Repair, are the minimum. I have attached a copy of the scope and the insurance requirements. Thanks and please let me know if you have any questions.

<<Insurance for Toni.pdf>> <<Insurance for Toni.pdf>>

Vagillia "Jill" Taylor
Senior Procurement Analyst
Seminole County Purchasing & Contracts Division
407-665-7122 Phone
407-665-7956 Fax
VTaylor@seminolecountyfl.gov

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

Taylor, Vagillia

From: Hunter, Bob
Sent: Thursday, July 10, 2008 2:17 PM
To: Taylor, Vagillia
Subject: FW: SHIP Insurance Requirements

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

From: Foppiani, Gregory
Sent: Thursday, July 10, 2008 2:13 PM
To: Hunter, Bob
Cc: Hooper, Ray
Subject: RE: SHIP Insurance Requirements

Gentleman,

As you indicated the limits had been previously approved by Risk Management, and we will stand by those limits.

Greg

From: Hunter, Bob
Sent: Thursday, July 10, 2008 1:33 PM
To: Foppiani, Gregory
Cc: Hooper, Ray
Subject: SHIP Insurance Requirements

<< File: SHIP Insurance Requirements.pdf >>

Robert L. Hunter, MBA, C.P.M., CPPB
Procurement Supervisor
Seminole County Government
Purchasing & Contracts Division
1101 East First Street
Sanford, FL 32771

Office (407) 665-7119
Fax (407) 665-7956
bhunter@seminolecountyfl.gov

FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **POSEY BUILDERS CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 471403, Lake Monroe, Florida 32747, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated November 28, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

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

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

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

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

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

$ 500,000.00	(Each Accident)
~~$1,000,000.00~~ $500,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Automobile/Other Motor Vehicle Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00
Annual Aggregate	Three times the Each Occurrence Limit

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

_____
, Secretary

[CORPORATE SEAL]

POSEY BUILDERS CONSTRUCTION, INC.

By:_____
DAVID E. POSEY, President

Date:_____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:_____
BRENDA CAREY, Chairman

Date:_____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **R.L.H. CONSULTING & MANAGEMENT, INC. D/B/A/ R.L.H. CONSTRUCTION,** duly authorized to conduct business in the State of Florida, whose address is 1843 McCarthy Avenue, Sanford, Florida 32771, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR

and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

$ 500,000.00	(Each Accident)
~~$1,000,000.00~~ $500,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Automobile/Other Motor Vehicle Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00
Annual Aggregate	Three times the Each Occurrence Limit

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

R.L.H. CONSULTING & MANAGEMENT, INC.
D/B/A/ R.L.H. CONSTRUCTION

By: _____
ROBERT L. HILLERY, President

_____
J.M. HILLERY, Superintendent

[CORPORATE SEAL]

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____
BRENDA CAREY, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

Approved as to form and
legal sufficiency.

_____
County Attorney

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **VISION IV CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1401 W. Colonial Drive, Orlando, Florida 32804, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other

good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Section 2 of the Agreement is hereby amended to read as follows:

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~~ with an initial term expiration date of June 8, 2010; however, the Agreement ~~and~~ may be renewed for five (5) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon 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 Project authorized by the Work Order.

Section 2. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date.

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

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

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

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

$ 500,000.00	(Each Accident)
~~$1,000,000.00~~ $500,000.00	(Disease-Policy Limit)
$ 500,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Automobile/Other Motor Vehicle Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00
Annual Aggregate	Three times the Each Occurrence Limit

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST:

_____
ROYCE CAMP, Superintendent

[CORPORATE SEAL]

VISION IV CONSTRUCTION, INC.

By: _____
JOSE LUGO, President

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UNIPARK CONSTRUCTION CORPORATION,** duly authorized to conduct business in the State of Florida, whose address is 300 Wilshire Boulevard, Suite 200, Casselberry, Florida 32707, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated June 8, 2008 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following amendments to the Agreement:

Section 1. Sections 19(c)(1) and (2) of the Agreement, addressing required specifications for CONTRACTOR's minimum required levels of Workers' Compensation and general commercial liability insurance coverage, are hereby amended to read as follows:

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

$ 500,000.00		(Each Accident)
~~$1,000,000.00~~	$500,000.00	(Disease-Policy Limit)
$ 500,000.00		(Disease-Each Employee)

(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Automobile/Other Motor Vehicle Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00

Annual Aggregate	Three times the Each Occurrence Limit

Section 2. All other terms and provisions of the Agreement, all Exhibits thereto and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 3. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 4. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

ATTEST:

_____
, Secretary

[CORPORATE SEAL]

UNIPARK CONSTRUCTION CORPORATION

By: _____
PEDRO L. MEDINA, President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

As authorized for execution
by the Board of County Commissioners
at their _____, 2008
regular meeting.

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FIRST AMENDMENT TO AGREEMENT
CONTRACTOR SERVICES AGREEMENT FOR SEMINOLE COUNTY
STATE HOUSING INITIATIVES PARTNERSHIP/HUD HOME PROGRAM
AFFORDABLE HOUSING REPAIR PROJECTS
(CC-2184-07/VFT)

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **CORINTHIAN BUILDERS, INC.,** duly authorized to conduct business in the State of Florida, whose address is 2175 Marquette Avenue, Sanford, Florida 32773, hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, COUNTY and CONTRACTOR heretofore entered into that certain Contractor Services Agreement for Seminole County State Housing Initiatives Partnership/HUD HOME Program Affordable Housing Repair Projects (CC-2184-07/VFT) dated December 26, 2007 (hereinafter referred to as the "Agreement"); and

WHEREAS, the parties have determined that the initial term of the Agreement should be restated to end on June 8, 2010, instead of the second anniversary of the date of the Agreement; and

WHEREAS, the parties have further determined that certain corrections and restatements to the minimum levels of Workers' Compensation and general commercial liability coverage maintained by CONTRACTOR should be made as stated herein;

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

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

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

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

$ 500,000.00	(Each Accident)
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(2) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) times the Each Occurrence Limit
Products/Completed Operations Aggregate	$1,000,000.00
Personal & Advertising Injury Limit	$500,000.00
Each Occurrence Limit	$500,000.00
Automobile/Other Motor Vehicle	
Each Occurrence Bodily Injury and Property Damage Liability Combined	$500,000.00
Annual Aggregate	Three times the Each Occurrence Limit

Section 3. All other terms and provisions of the Agreement, all Exhibits thereto, and including particularly the remaining portions of section 19 of the Agreement which are not expressly amended by this First Amendment shall remain in full force and effect as stated therein. The provisions of this First Amendment, together with the unchanged provisions of the Agreement and its Exhibits shall together constitute the entire understanding of the parties as to the subject matter of the Agreement, as hereby amended.

Section 4. If any one or more of the covenants or provisions of this First Amendment shall be held to be contrary to any express

provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be deemed separable from the remaining covenants or provisions of this First Amendment and the Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this First Amendment and the Agreement.

Section 5. This First Amendment to the Agreement shall become effective on the date of execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement to be executed:

ATTEST: CORINTHIAN BUILDERS, INC.

_____ By: _____
, Secretary RICHARD KOVACSIK, President

[CORPORATE SEAL] Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

_____ By: _____
MARYANNE MORSE BRENDA CAREY, Chairman
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 _____, 2008 regular meeting.

Approved as to form and legal sufficiency.

_____
County Attorney

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #3 to RFP-0863-06/BLH - Fleet Maintenance for Seminole County

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Bob Hunter **EXT:** 7119

MOTION/RECOMMENDATION:
Approve Amendment #3 to RFP-0863-06/BLH with SERCO, Inc. of Vienna, Virginia, that makes minor reductions in scope to maintain the annual Operating Target Amount of $4,008,119.52.

County-wide Ray Hooper

BACKGROUND:

RFP-0863-06/BLH provides services that include but that are not limited to preventive maintenance, repairs, overhauls/repairs of major components, mobile services, fuel management, tire services, fleet repair management and other such allied services to assure the continuity of the effective, efficient and economical operation of the County's Vehicles and Vehicles of those cities designated by the County. On July 25, 2006, the Board awarded the Agreement to SERCO, Inc. of Vienna, Virginia.

Amendment #3 will reduce service and staffing levels as indicated in Exhibit A of the attached Amendment, in order to maintain the annual Operating Target Amount of $4,008,119.52. The overall staffing level will be reduced by three (3) positions, with the landfill and transfer station sites exchanging minimum staffing levels, (note that all service levels will be maintained as per the original contract specifications and requirements). In addition, the frequency of Preventive Maintenance checks will be reduced while continuing to provide the requirement for vehicle maintenance based on manufacturers specification.

This is a budgeted service, and funds are available in Fleet Contract, Repairs and Maintenance (Account #010540.530460).

STAFF RECOMMENDATION:
Staff recommends that the Board approve Amendment #3 to RFP-0863-06/BLH with SERCO, Inc. of Vienna, Virginia, that makes minor reductions in scope to maintain the annual Operating Target Amount of $4,008,119.52.

ATTACHMENTS:

1. RFP-0863-06_BLH Amendment 3 with SERCO

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

THIRD AMENDMENT TO FLEET MAINTENANCE AGREEMENT (RFP-0863-06/BLH)

THIS THIRD AMENDMENT is made and entered into this _____ day of _____, 20___ and is to that certain Agreement made and entered into on the 14th day of August, 2006, as amended on November 22, 2006, and on May 19, 2008, between **SERCO, INC.**, whose address is 2650 Park Tower Drive, Suite 800, Vienna, Virginia 22180, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the CONTRACTOR and COUNTY entered into the above referenced Agreement on August 14, 2006, as amended on November 22, 2006, and May 19, 2008, for Seminole County fleet maintenance; 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 30 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Exhibit B, Scope of Services, is hereby amended by the reduction of services as indicated in Exhibit A, attached to this Amendment.

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:

SERCO, INC.

_____
Secretary

By:_____
DIRK SMITH, Vice-President

[CORPORATE SEAL]

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney

AEC/sjs
8/18/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-0863-06-3rd Amd.doc

Attachment:
Exhibit A - Reduction in Scope of Services

Bringing service to life

serco

20 August 2008

Serco Inc.
2210 Arbor Boulevard
Suite 200
Dayton, OH 45439

T (937) 299-1999
F (937) 299-2591

www.serco-na.com

Frank Raymond
Seminole County Administrative Services Director
200 W. County Home Road
Sanford, FL 32773

Subj: 1st Option Period Proposal

Dear Mr. Raymond,

The following changes to the contract will be required for Serco to maintain the current Operating Target price of $4,008,119.52 for the first year of option period 1:

1) Reduction of the scheduled service intervals in Scope of Services Section 7.11 Para E, to new intervals proposed in the following table. In any case where the Original Equipment Manufacturer (OEM) recommends a more frequent service interval, the OEM interval shall be used.

PM Type	Current Requirement	New Interval
Priority Vehicles		
PM A	60days/2000miles/350 gals of fuel consumed	90days/3000 miles/ 500 gals fuel consumed (oil change required unless under 2000 miles)
PM C	Yearly (proceeded by 5 PM A's)	Yearly (preceded by 4 PM A's)
Heavy Equipment and Heavy Off Road		
PM A	90 days/3000 miles/250 gals of fuel consumed	120 days/5000miles/420 gals of fuel consumed (oil change required unless under 3000 miles)
PM C	Yearly (proceeded by 3 PM A's)	Yearly (preceded by 2 PM A's)
Light Vehicle		
PM A	90 days/3000 miles/250 gals of fuel consumed	120 days/5000miles/420 gals of fuel consumed (oil change required unless under 3000 miles)
PM C	Yearly (proceeded by 3 PM A's)	Yearly (preceded by 2 PM A's)
Small Equipment		
PM A	180 days	discontinue PM A- repair unit on an as need basis
PM C	Yearly	Yearly
Stationary Generators		
PM A	Monthly	60days/250 hours (oil change required unless under 150 hrs)
PM C	Yearly	Yearly (preceded by 5 PM A's)

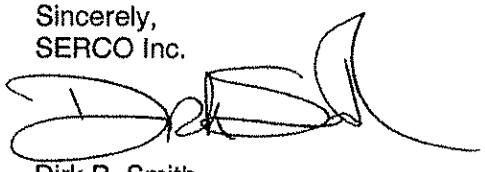
2) Reduction of minimum manning levels in Scope of Services Section 25.3 A-H, to new levels proposed in the following table.

serco

Shop	Current	New
Fire Equipment Shop	6	6
Heavy Equipment	9	7
Weld Shop	1	1
Tire Shop	1	1
Light Vehicles	6	5
Generator Shop	2	2
Landfill	4	2
Transfer Station	2	4
Total	**31**	**28**

3) Contract billing to change as follows:
   - Labor fringe rate fixed at 31%.
   - Billing will have one consolidated line for administrative cost and management fee that are not direct labor, fringe benefits, parts, subcontracts and other direct cost.
   - Administrative cost and fee shall be fixed at $617,217 for year 1.
   - Administration cost and Fees will be allocated to Transfer Station at fixed rate for period of performance as agreed with Seminole County Administrative Service Director
   - The Operating Target price for option period 1 year 2 will be adjusted in accordance with contract Section 5 paragraph (o).

Sincerely,
SERCO Inc.



Dirk B, Smith
Vice President, Contracts

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment #19 to PS-332-96/BJC - Engineering Services Agreement for Lake Emma Road (Longwood Hills Road to Sand Pond Road) with Bowyer-Singleton & Associates, Inc.

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

AUTHORIZED BY: Frank Raymond **CONTACT:** Diane Reed **EXT:** 7120

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute Amendment #19 to PS-332-96/BJC with Bowyer-Singleton & Associates, Inc., Orlando, Florida, to increase the Fixed Fee amount from $1,465,159.34 to $1,481,874.34, an increase of $16,715.00

Revised Agreement Sum $1,481,874.34

County-wide Ray Hooper

BACKGROUND:

PS-332-96/BJC provides for preliminary engineering and final roadway design including landscaping and irrigation plans, design and right-of-way surveys, geotechnical surveys and right-of-way maps with title search, for the construction of approximately 2.1 miles of multi-lane collector highway.

Amendment #19 provides for County requested revisions to the roadway alignment and profile near Parcel 755, required in order to eliminate the need for the temporary construction easement and concrete gravity wall. The profile grade will be revised, and the alignment will also be revised to reduce the median width. The sidewalk will be placed at the back of the curb, and the driveway profiles will be adjusted. Subsequent revisions are required to the typical section, plan/profiles, roadway cross sections, driveway profiles, summary of quantities, summary of drainage structures, signing and marking plans, quantities, bid forms and engineer's estimate. The Amendment will also cover the cost for two (2) permit applications for Florida Department of Environmental Protection (FDEP) water and wastewater permits.

The following is a summary of project cost:

Original Agreement Sum	$574,997.00
Amendments 1-18	890,162.34
Amendment 19	16,715.00
Revised Agreement Sum	$1,481,874.34

This is a budgeted project, and funds are available in two (2) Public Works account lines for Lake Emma Road/Sand Pond RD-L: Engineering - Roads (Account #077515.560670, CIP #00054101), and North Collector Projects - Roads (Account #077522.560670, CIP #00054101). Funds are also available in one (1) Environmental Services account line for Lake Emma RD Utility Adjust, W&S Capitol Projects - Construction in Progress (Account #087805.560650, CIP #00065101).

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Amendment #19 to PS-332-96/BJC with Bowyer-Singleton & Associates, Inc. Orlando, Florida, to increase the Fixed Fee amount to $1,481,874.34.

ATTACHMENTS:

1. PS-332-96_BJC Amendment #19 with Bowyer-Singleton

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

NINETEENTH AMENDMENT TO ENGINEERING SERVICES AGREEMENT FOR LAKE EMMA ROAD (LONGWOOD HILLS ROAD TO SAND POND ROAD) (PS-332-96/BJC)

THIS NINETEENTH AMENDMENT is made and entered into this _____ day of _____, 20_____, and is to that certain Agreement made and entered into on April 19, 1996, as amended on October 8, 1996, May 27, 1996, December 16, 1997, June 1, 1998, October 14, 1998, April 13, 1999, April 3, 2001, May 31, 2001, May 16, 2002, September 16, 2002, February 27, 2003, August 14, 2003, April 16, 2004, July 27, 2004, December 16, 2005, February 8, 2006, June 7, 2007, and on July 9, 2007, between **BOWYER, SINGLETON & ASSOCIATES, INC.**, whose address is 520 South Magnolia Avenue, Orlando, Florida 32801, 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, the CONSULTANT and COUNTY entered into the above-referenced Agreement on April 19, 1996, as amended on October 8, 1996, May 27, 1996, December 16, 1997, June 1, 1998, October 14, 1998, April 13, 1999, April 3, 2001, May 31, 2001, May 16, 2002, September 16, 2002, February 27, 2003, August 14, 2003, April 16, 2004, July 27, 2004, December 16, 2005, February 8, 2006, June 7, 2007, and on July 9, 2007, for preliminary engineering services for the COUNTY's Lake Emma Road project in Seminole County; and

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

WHEREAS, Section 20 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Exhibit "A", Scope of Services, is amended by the addition of services as indicated on Exhibit "A", attached hereto.

2. The COUNTY agrees to compensate CONSULTANT an additional SIXTEEN THOUSAND SEVEN HUNDRED FIFTEEN AND NO/100 ($16,715.00). The total fixed fee compensation through this Nineteenth Amendment is the fixed sum of ONE MILLION FOUR HUNDRED EIGHTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-FOUR AND 34/100 ($1,481,874.34). In no event shall CONSULTANT be paid more than the fixed fee sum stated above.

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

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

ATTEST:

_____
CYNTHIA L. THOMAS
Secretary

(CORPORATE SEAL)

BOWER, SINGLETON & ASSOCIATES, INC.

By:_____
KEVIN E. KNUDSEN
Vice-President

Date:_____

SEMINOLE COUNTY, FLORIDA

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
RAY HOOPER, Purchasing and Contracts Manager

Date:_____

As authorized by Section 8.153, Seminole County Administrative Code.

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

_____
County Attorney

AEC/lpk
8/15/08
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SCOPE OF SERVICES
LAKE EMMA ROAD
PS-332-96/BJC

Consultant shall perform the following tasks:

Task 1 – Parcel 755 Revisions

Seminole County has requested that the roadway alignment and profile be revised near Parcel 755 to eliminate the need for the Temporary Construction Easement and concrete gravity wall. The profile grade will be revised and the alignment revised to reduce the median width. The sidewalk will be placed at the back of curb and the driveway profiles adjusted. Revisions are required to the typical section, plan/profiles, roadway cross sections, driveway profiles, summary of quantities, summary of drainage structures, signing and marking plans, quantities, bid forms, and engineer's estimate.

Bowyer-Singleton & Assoc., Inc.

SUMMARY FEE SHEET

Lake Emma Road - Parcel 755 Revisions

SEMINOLE COUNTY

Project Manager: Kevin Knudsen 08/03/08

	ACTIVITY	Project Manager		Sr. Engineer/Svy		Engineer		Technician		Clerical		TOTAL FEE	TOTAL M/H	Avg. Rate/Hr
		M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr	M/H	Rate/Hr			
1	Parcel 755 Revisions	12	164.89	32	125.69	48	79.39	76	77.68			15,715	168	93.54
	TOTALS	12	1,979	32	4,022	48	3,811	76	5,904	0	0	$15,715	168	93.54

SUBCONSULTANTS - FIXED FEE:

TOTAL (f) $0

TOTAL CONTRACT FEE COMPUTATIONS

Basic Activities (Salary Cost)		$15,715
(b) Overhead & Margin		$0
SUBTOTAL (Cost Elem.-Basic Fee)		15,715
(d) Direct Reimbursables	L.S.	
(e) Design Survey	L.S.	0
SUBTOTAL	L.S.	15,715
(f) Subconsultant	L.S.	
TOTAL MAXIMUM AMOUNT		$15,715

BOWYER-SINGLETON
& ASSOCIATES, INCORPORATED
ENGINEERING · PLANNING · SURVEYING · ENVIRONMENTAL

520 SOUTH MAGNOLIA AVENUE · ORLANDO, FLORIDA 32801
407-843-5120 FAX: 407-649-8664 WWW.BSAORPORATE.COM

Scope of Services
Contract No. PS-332-96/BJC
Engineering Services Agreement for Lake Emma Road
(Longwood Hills Road to Sand Pond Road)
Amendment 19
Lake Emma Road Utility Design Permitting

General

The Engineer shall be reimbursed for permitting fees.

Task 608

Due to the length of the design process and the delay in bidding the project, the existing Florida Department of Environmental Protection (FDEP) water and wastewater permits have expired. This task covers the fees for two permit applications at $500 each.

Time of Completion

The task will be completed within 30 calendar days from execution of the amendment.

Payment

Payment shall be based on a fixed fee in the amount of **$1,000.**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Proprietary Procurement for the purchase of SePRO herbicide products for lake treatment of hydrilla

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

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

MOTION/RECOMMENDATION:
Approve the Proprietary Procurement for the purchase of SePRO herbicide products to include Sonar One for lake treatment of hydrilla through local distributors on an as needed basis, not to exceed approved budget.

County-wide Ray Hooper

BACKGROUND:
When selecting herbicide products to treat hydrilla, it is critical to select the right chemical for the specific conditions, to ensure that the expenditure is balanced with the results achieved. The varying contours and conditions at Lake Mills present a difficult environment for hydrilla treatment. The product selected for Lake Mills, SePRO's Sonar One, is a newer product that offers improved opportunities to yield optimal results in the difficult to manage conditions presented at Lake Mills. [***Note***: The alternative product – Aquathol, was used on several prior treatments at Lake Mills, yielding results, but failing to achieve the outcome or level of hydrilla control targeted.]

The chemicals used to treat hydrilla are tightly controlled by manufacturers/patents/etc. There are only 2 companies that manufacture a hydrilla control product: 1) SePRO (Sonar (fluridone) product) or 2) United Phosphorus, Inc (Aquathol product). Each Sonar product comes in a different form for measure of control (pellet & liquid) -- same active chemical mix (fluridone) – just formulated to best address specific treatment conditions (such as sloping shoreline, shallow depths, still water, flowing water, etc. Supportive documents include a sole proprietary letter from SePRO and the listing of products which they uniquely manufacture.
The Lake Management & MSBU programs are coordinating the hydrilla treatment plans for Lake Mills. The Programs are seeking to purchase the herbicide product, Sonar One, for the lake treatment. The total amount of the current purchase is estimated at $57,600 based on the calculated requirements for 120 pails of herbicide [Sonar One] listed at $480 per 20 lb pail. The purchase volume is based on a calculated formula that gives consideration to factors such as, but not limited to, water depth, water temperature, lake contour, surface area, and existing hydrilla conditions.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the Proprietary Procurement for the purchase of SePRO herbicide product to include Sonar One for lake treatment of hydrilla through local distributors on an as needed basis, not to exceed approved budget.

ATTACHMENTS:

1. Sole Source letter from SePRO

Additionally Reviewed By:
No additional reviews

SePRO Corporation • 11550 N. Meridian Street, Suite 600 • Carmel, IN 46032-4565
Phone: (317) 580-8282 • *Fax*: (317) 428-4577

August 19, 2008

Ms. Gloria Eby
Senior Environmental Scientist
Seminole County Water Quality Section
Lake Management Program
520 West Lake Mary Blvd. Ste #103
Sanford, FL 32773

Dear Ms. Eby:

This letter is to confirm that SePRO Corporation is the sole proprietor for the following Brands and Formulations of Aquatic Herbicides and Algaecides.

Galleon* SC Aquatic Herbicide
Sonar* AS Aquatic Herbicide
Sonar PR Aquatic Herbicide
Sonar Q Aquatic Herbicide
Sonar SRP Aquatic Herbicide
SonarOne Aquatic Herbicide
Komeen* Aquatic Herbicide
Nautique* Aquatic Herbicide
Captain* Aquatic Algaecide
K-Tea* Aquatic Algaecide

Please feel free to contact me if you have any questions.

Sincerely,

Sam Barrick

Sam Barrick
Sales and Marketing Manager, Aquatics
317-216-8073
samb@sepro.com

**Trademark of SePRO Corporation*

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Rescind award to Terminix Commercial and award RFP-600326-08/TLR – Pest Control Services to Anteater Pest and Lawn Services, Winter Park

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

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

MOTION/RECOMMENDATION:
Rescind award to Terminix Commercial and award RFP-600326-08/TLR – Pest Control Services to Anteater Pest and Lawn Services, Winter Park (Estimated Annual Usage $50,000.00).

County-wide Ray Hooper

BACKGROUND:
RFP-600326-08/TLR will provide for a Term Contract for Pest Control Services which includes Integrated Pest Management Services, Structural Pest Control Services, and "Emergency Support Services" for all Offices/Buildings as listed in the solicitation package. This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Review Committee, which consisted of Bill Johnson, Fleet/Facilities Division, Project Manager; Al Mitchell, Fleet/Facilities Division, Project Coordinator; and Dennis Brown, Fleet/Facilities Division, Project Manager, evaluated the responses. Consideration was given to qualifications, past performance, technical plan and price proposal. On July 22, 2008, the Review Committee recommended award of the project to Terminix Commercial, Melbourne. Terminix declined execution of the contract as prepared and approved by the County Attorney's Office, stating the following:
Section 6 Payment and Billing subpart (a): Terminix will need the ability to alter the price of the Purchase Order in the event that there is a change in the type of services rendered. For example, since bed bugs are included in this contract, if there is a problem with controlling a bed bug infestation, Terminix will need the ability to alter the price to treat accordingly.
- Section 7 General terms and Payment, subpart (b): Please note that if Terminix is audited, Terminix will not pay for it.
- Section 9 Termination, subpart (a): Strike the first sentence and replace with "Either party may, by 10 days written notice within to other party terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time."
- Section 9 Termination, subpart (c): Strike second sentence; Terminix does not want to have to pay for another company to complete the work, especially if it costs more than Terminix would charge.
- Section 16 Indemnification: Add Terminix indemnification clause: "Contractor's obligation to indemnify, defend and hold harmless shall be comparatively reduced to the extent that any claim, liability, damages, action, proceeding, judgment, loss or settlement is caused in part by the negligent, grossly negligent or wrongful act of any indemnified party (or any employees or agents thereof) or any person, entity or third party."
- Section 17 Insurance, subpart (a)(2): Strike entire section.
- Section 17 Insurance, subpart (a)(3): Strike entire section.

- Section 18 Dispute Resolution: Terminix prefers Mandatory Arbitration.

Seminole County re-opened negotiations with Anteater Pest and Lawn Services, and were successful in negotiating a reduction from the original proposal by $11,628. Market research in the Central Florida area confirmed Anteater's pricing to be fair and reasonable. Authorization for performance of services by Anteater Pest and Lawn Services under this agreement shall be in the form of written Release Orders issued and executed by the County. The estimated annual usage of this agreement is $50,000.00. This agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, this agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Supporting documents include the tabulation sheet and the agreement as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board rescind award to Terminix Commercial and award RFP-600326-08/TLR – Pest Control Services to Anteater Pest and Lawn Services, Winter Park (Estimated Annual Usage $50,000.00).

ATTACHMENTS:

1. Tabulation Sheet
2. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

B.C.C. - SEMINOLE COUNTY, FL

RFP 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.

RFP NUMBER: RFP-600326-08/TLR

RFP TITLE: Pest Control Services

DUE DATE: June 4, 2008 at 2:00 P.M..

Submittals	Response 1	Response 2
	Anteater Pest and Lawn Services 2324 W. Fairbanks Ave. Winter Park, FL 32789 James L. Giberson, Commercial Dev. Rep. Ph. 407-265-0665 Fx. 407-265-0982	Terminix Commercial 4450 W. EauGallie Blvd. Melbourne, FL 32934 Bethany Thompson, Regional Acc. Mger. Ph. 321-757-9111 Fx. 321-757-9475
Total Amount Proposed Yearly:	**$49,050.00	Negotiations failed $37,494.00
Bidder's Certification Form	Included	Included
Conflict of Interest Statement	Included	Included
Compliance with Public Records Law	Included	Included
Drug-Free Workplace Form	Included	Included

Evaluation Criteria

- Qualifications/Past Performance
- Technical Plan
- Price Proposal

STATUS

Received and tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 6/4/2008 at 4:30 pm)

RECOMMENDATION (Posted 6/13/2008 @ 3:30pm): Terminix Commerical; BCC Award Date: 07/22/2008

*Negotiations failed with Terminix – Recommendation to award to Anteater on 9/9/2008

**Revised proposal

TERM CONTRACT FOR PEST CONTROL SERVICES
(RFP-600326-08/TLR)

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ANTEATER PEST AND LAWN SERVICES**, duly authorized to conduct business in the State of Florida, whose address is 2324 W. Fairbanks Avenue, Winter Park, Florida 32789, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide pest control services to Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to provide pest control services and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES.

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

(b) The CONTRACTOR shall not permit any of its employees, agents or subcontractors who have been convicted of any felony crime of violence, theft, or crimes against persons, or drug use, or any misdemeanor crime of violence perform any services for the COUNTY pursuant to this Agreement. The CONTRACTOR shall be required to have nationwide criminal background checks conducted by an outside agency, at the CONTRACTOR's sole expense, on all of its personnel and subcontractors who perform services for the COUNTY pursuant to this Agreement and to make the results of those background checks available to the COUNTY for review. The COUNTY reserves the right to deny building access to any employee, agent or subcontractor of the CONTRACTOR whom the COUNTY deems incompetent to perform services required pursuant to this Agreement, discourteous, under the influence of alcohol or controlled substance, or otherwise objectionable, as solely determined by the COUNTY.

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

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by

CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

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

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the annual amount budgeted by COUNTY for tree trimming and/or removal and stump grinding services.

SECTION 6. PAYMENT AND BILLING.

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

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

of the total services actually completed.

(c) Payments shall be made by COUNTY to CONTRACTOR on a monthly basis. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY itemized invoices, as indicated by the invoice code on Exhibit C, attached hereto, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

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

Clerk of Court, Board of County Commissioners Finance Division
Post Office Box 8080
Sanford, Florida 32772

A copy of the invoice shall be sent to:

Administrative Services Department
200 W. County Home Road
Sanford, Florida 32773

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

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

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

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

SECTION 9. TERMINATION.

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

affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONTRACTOR in performing this Agreement, whether completed or in process.

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

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

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

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

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

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 13. CONFLICT OF INTEREST.

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

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

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

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

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

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, em-

ployees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

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

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

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

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

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

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

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

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the

insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

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

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

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

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services

Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

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

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



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

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

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

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONTRACTOR, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to

ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

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

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

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

SECTION 19. REPRESENTATIVES OF COUNTY AND CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request

by CONTRACTOR, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

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

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

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

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONTRACTOR (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY

for any purpose, or in any manner, whatsoever. CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

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

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

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

For COUNTY:

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

For CONTRACTOR:

Anteater Pest and Law Services
2324 W. Fairbanks Avenue
Winter Park, FL 32789

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

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

ANTEATER PEST AND LAWN SERVICES

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By: _____

_____
Print Name

Title: _____

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

_____
County Attorney
AEC/lpk
8/19/08
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\RFP-600326 Anteater.doc

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



SUBMIT QUALIFICATIONS TO:	REQUEST FOR PROPOSAL
Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 **Attn.: PURCHASING AND CONTRACTS DIVISION**	and Respondent Acknowledgment
Contact: Tammy L. Roberts, CPPB Sr. Procurement Analyst 407-665-7115 troberts@seminolecountyfl.gov	RFQ No.: **RFP-600326-08/TLR**
Proposal Due Date: **June 4, 2008** Proposal Due Time: **2:00 P.M.**	**Location of Closing:** County Services Building, 1101 E. 1st Street, Room #3208 Sanford, Florida 32771
RFP Title: **Term Contract for Pest Control Services**	
Respondent Name: ANTEATER PEST + LAWN SVCS.	Federal Employer ID Number or SS Number: 74-2986952
Mailing Address: 2324 W. FAIRBANKS AVE	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: WINTER PARK, FL 32789	
Type of Entity: *(Circle one)* Corporation Partnership Proprietorship Joint Venture	X _____ Authorized Signature (Manual)
Incorporated in the State of: FLORIDA	
Telephone Number: 407-265-0665	Typed Name: JAMES L. GIBERSON
Toll Free Telephone Number: (800)	Title: Commercial Development Rep.
Fax Number: 407-265-0982	Date: 8/12/08

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 understands the proposed work requirements.

ANTeater PEST AND LAWN SERVICES
A Division of ABC Pest and Lawn Services

2324 W. Fairbanks Avenue
Winter Park, Florida 32789
(407) 265-0665 **(Office)**
(407) 265-0982 **(Fax)**

August 12th, 2008

Seminole County
Attn: Purchasing and Contracts Division
Ms. Tammy L. Roberts, CPPB
1101 E. 1st Street, Room 3208
Sanford, Florida 32771

Dear Ms. Roberts,

Thank you for the opportunity to provide this second proposal to Seminole County for our Pest Control/lawn service for the Properties listed in RFP-600326-08/TLR.

Our company has been a leader in the Pest, Lawn and Termite service industry for 60 years, and our sterling reputation has been achieved as a result of consistent quality service and value.

Our parent company is headquartered out of Austin Texas, where it is known as ABC Pest and Lawn Services. We employ over 200 men and women, ranging from on staff entomologists to trained service technicians. We have been rated as one of the Top Ten service companies in the nation for quality service by Pest Control Technology Magazine, one of our leading trade magazines.

We are privately owned by the Jenkins Family, with the eldest son Robert Jenkins, Jr. having served as the President of the National Pest Management Association, and with younger brother Raleigh on track to become President in 2010.

Anteater Pest and Lawn Services and the Jenkins Family pride themselves on Quality Service, Progressive mentality, involvement in our industry and community, and on providing a worthwhile place of employment.

At Anteater Pest and Lawn Services, we are conscientious and we care. We thank you for your consideration of this proposal, and look forward to a lasting business relationship. Please visit our website at: www.goanteater.com for more information on our Company.

Sincerely,

Jim Giberson
US Army, (Ret)
Anteater Pest and Lawn Services
Commercial Development Division

ANTeater PEST AND LAWN SERVICES
A Division of ABC Pest and Lawn Services

2324 W. Fairbanks Avenue
Winter Park, Florida 32789
(407) 265-0665 **(Office)**
(407) 265-0982 **(Fax)**

Technical Plan August 12th, 2008

A. Approach to work:

Implementation of our work plan will consist of 6 technicians available to perform all level I, II and III duties as well as the control of nuisance animals. Work will be performed IAW the standards outlined in the instructions of RFP-600326-08/TLR.

B. Resources Available:

Our company is 60 years old. We have over 200 employees, over 150 vehicles. We will have 6 vehicles and 6 technicians available for inclusion in the work effort for Pest Control for the Seminole County Bid, if selected.

C. Vendor Service Representative:

The Vendor Service Representative will be Mr. Randy McCarty, the Regional Manager for Anteater Pest and Lawn Services. The address is : Anteater Pest and Lawn Services, 2324 W. Fairbanks Avenue, Winter Park, FL 32789. The office phone number is 407-265-0665, and Mr. McCarty's Cell phone number is 407-448-6907, which can be reached at any time. Mr. McCarty's e-mail is: rmccarty@goanteater.com.

Thank you,

Jim Giberson
US Army, (Ret)
Anteater Pest and Lawn Services
Commercial Development Rep.
Cell: 321-228-0992

Reference Listing-Sample of Large Properties
Anteater Pest and Lawn Services

Good Samaritan Village at Kissimmee — **Sq. Ft. 1,000.000 +**
1550 Aldersgate Drive — **40 + Acres**
Kissimmee, Florida 34746
407-933-3213 - POC : Mr. Robert Thompson

Winter Park Towers — **Sq. Ft. 1,000,000 +**
1111 S. Lakemont Avenue — **43 + Acres**
Winter Park, Florida 32792
407-448-8347 - POC : Mr. Ivan Sanchez

NASA Space Center — **Sq. Ft. 500,000 +**
2101 NASA Road One
Houston, Texas 77006
713-525-3135 - POC : Ms. Emmy Vest

University of St. Thomas — **Sq. Ft. 1,000,000 +**
3800 Montrose Street
Houston, Texas 77803
281-483-5354 - POC : Ms. Rose

City of Bryan School District — **Sq. Ft. 1,000,000 +**
101 North Texas Avenue
Bryan, Texas 77803
979-209-1060 - POC Mike Kristynik

All listings are current customers.

Jim Giberson
US Army, (Ret)
ANTEATER Pest and Lawn Services
Commercial Development
Cell: 321-228-0992
e-mail: jgiberson@goanteater.com

Section 5
Price Proposal Form

PROJECT: **Term Contract for Pest Control Services**
COUNTY CONTRACT NO. **RFP-600326-08/TLR**

Name of Proposer: ANTEATER PEST AND LAWN SERVICES

Mailing Address: 2324 W. FAIRBANKS AVE, WINTER PARK, FL 32789

Street Address: 2324 W. FAIRBANKS AVE, WINTER PARK, FL 32789

City/State/Zip: 2324 W. FAIRBANKS AVE, WINTER PARK, FL 32789

Phone Number: (407) 265-0665

FAX Number: (407) 265-0982

E-mail address: JGIBERSON@GOANTEATER.COM

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth.

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

TOTAL AMOUNT OF PROPOSAL: $ 49,050.00

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 12TH day of AUGUST, 2008.

JAMES L. GIBERSON
(Name of PROPOSER)

(Signature of person signing FORM)

JAMES L. GIBERSON
(Printed name of person signing FORM)

COMMERCIAL DEVELOPMENT REPRESENTATIVE
(Title of person signing FORM)

Price proposal Form

PROJECT: **Term Contract for Pest Control Services**

COUNTY CONTRACT NO. **RFP-600326-08/TLR**

Item #	Description	Units	Estimated Square Footage	Unit Price	Extended Price
1	Level I Monthly Service	Sq. ft.	478,168	$ 1,222.00	$ 14,664.00
2	Level II Monthly Service	Sq. ft.	864,844	$ 914.00	$ 21,936.00
3	Level III Monthly Service	Sq. ft.	220,540	$ 2,075.00	$ 12,450.00
	TOTAL ESTIMATED YEARLY	(1,563,522 SQ. FT.)			$ 49,050.00
Lot #4	**Control of Nuisance Animals** (As defined in Section 1, Item 11)	Each occurrence		$140.00 (EST. 25 OCCURRENCES)	($3,500.00 (ESTIMATED)

Note: See Attachment "C" for List of Locations and detailed information

The undersigned Proposer accepts all terms and conditions stated herein, and agrees to comply with all laws, State of Florida regulations and other factors affecting this project.

Commercial Development Rep. 8/12/08
(Signature & Title) Date

ANTEATER PEST AND LAWN SERVICES
(Firm Name)

Attachment A

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By _____
Signature

JAMES L. GIBERSON
COMMERCIAL DEVELOPMENT REP.
Name & Title, Typed or Printed

ANTEATER PEST + LAWN SVCS.

2324 W. FAIRBANKS AVE
Mailing Address

WINTER PARK, FL 32789
City, State, Zip Code

(407) 265-0665
Telephone Number

Sworn to and subscribed before me

This 12TH day of

AUGUST 2008

_____
Signature of Notary

Notary Public, State of FLORIDA

(Personally Known)
-OR-
Produced Identification _____

Type: _____

Notary Public State of Florida
Debra J Rebino
My Commission DD572153
Expires 07/09/2010

Attachment B
Conflict of Interest Statement

STATE OF FLORIDA)
) **ss**
COUNTY OF SEMINOLE)

Before me, the undersigned authority, personally appeared JAMES LEE GIBERSON, who was duly sworn, deposes, and states;

1. I am the REPRESENTATIVE of ANTEATER PEST & LAWN SERVICES with a local office in WINTER PARK, FL and principal office in AUSTIN TX.
2. The above named entity is submitting an Expression of Interest for the Seminole County project described as ***RFP-600326-08/TLR – Term Contract for Pest Control Services***
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 proposals 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 12TH day of AUGUST, 2008.

Name of Affiant: JAMES LEE GIBERSON (Typed)

Title: Commercial Development Rep.

Sworn to and subscribed before me this 12TH **day of** AUGUST, **20** 08.

Personally known ✓

OR Produced identification _____

_____
(Type of identification)

Notary Public - State of FLORIDA

My commission expires 7-9-10

Debra LaBrun
(Printed typed or stamped commissioned name of notary public)

Notary Public State of Florida
Debra J Rapino
My Commission DD572153
Expires 07/09/2010

Attachment C
Compliance with the Public Records Law

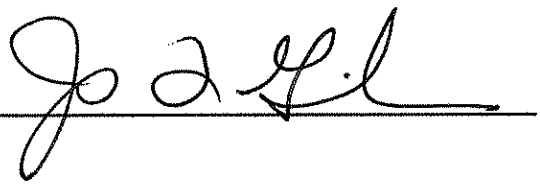
Upon award recommendation or ten (10) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: ANTEATER PEST & LAWN SERVICES

Authorized representative (printed): JAMES LEE GIBERSON

Authorized representative (signature): 

Date: 8/12/08

Project Number: RFP-600326-08/TLR

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that

ANTEATER PEST AND LAWN Services does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

ANTEATER PEST AND LAWN SVCS
Firm

8/12/08
Date

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JB136134	July 31, 2008

THE PEST CONTROL FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2008**

AT

2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

General Household Pest & Rodent Control
Lawn & Ornamental
Termite & Other WDO Control

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JE136135	July 31, 2008

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2008**

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

RANDAL FLOYD MCCARTY
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Certified Operator

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JE118484	July 31, 2008

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2008

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

FORREST TODD BOGGS
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Wood Destroying Organism Inspector

CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JE81829	July 31, 2008

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 31, 2008

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

PEDRO A MILLETT
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Regular

CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA

Department of Agriculture and Consumer Services

BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
April 30, 2008	JE137309	July 30, 2008

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: July 30, 2008

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

JOSEPH FRANCIS MARTINI
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Regular

CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JE136136	July 31, 2008

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2008**

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

BRADY SCOTT MCCARTY — **Regular**
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JE111594	July 31, 2008

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2008**

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

DEBRA JEAN RABINO — **Regular**
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
March 24, 2008	JE94939	July 31, 2008

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **July 31, 2008**

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

JAMES LEE GIBERSON — **Regular**
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
August 8, 2007	JT153333	April 26, 2008

THE **TEMPORARY ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **April 26, 2008**

AT

ANTEATER PEST AND LAWN SERVICES
WINTER PARK, FL 32789

CATHY J EGGERS
ANTEATER PEST AND LAWN SERVICES
2324 W FAIRBANKS AVE
WINTER PARK, FL 32789

Charles H Bronson
CHARLES H BRONSON, COMMISSIONER

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

Form **W-9**
(Rev. November 2005)
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 (as shown on your income tax return)
Termimesh, LLC

Business name, if different from above
dba Anteater Pest & Lawn Services

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► _____ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2324 W. Fairbanks Ave

Requester's name and address (optional)

City, state, and ZIP code
Winter Park, FL 32789

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. 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.

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

Social security number

or

Employer identification number
7	4	2	9	8	6	9	5	2

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 ► Debra J. Rollins Date ► 6-2-08

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

DATA PROCESSING 76 778 87 0 40

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/02/08

PRODUCER 1-800-326-6203
Arthur J. Gallagher Risk Management Services, Inc.

14241 Dallas Parkway
Suite 300
Dallas, TX 75254

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
TERMIMESH, LLC DBA ANTEATER PEST & LAWN SERVICES

2324 W. FAIRBANKS AVENUE

WINTER PARK, FL 32789

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Old Republic Ins Co	24147
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MWZY 57745	03/31/08	03/31/09	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$3,000,000
		POLICY X PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$3,000,000
A		AUTOMOBILE LIABILITY	MWTB 20031	03/31/08	03/31/09		
		X ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
		X ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		X NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
							$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	MWC 115414 00	03/31/08	03/31/09	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

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

ALL LOCATIONS & OPERATIONS.
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ATIMA.

CERTIFICATE HOLDER

Seminole County

Attn: Purchasing & Contracts Division
1101 E First St

Sanford, FL 32771

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Robert K. Compton

© ACORD CORPORATION 1988

ABC PEST & LAWN SERVICES OF AUSTIN
Income Statement
For the Twelve Months Ending December 31, 2007

	Current Month		Year to Date	
Revenues				
RESIDENTIAL PC REVENUES	$ 8,876,128.21	45.93	$ 8,876,128.21	45.93
COMMERCIAL PC REVENUES	2,169,296.57	11.22	2,169,296.57	11.22
TERMITE REVENUES	1,501,927.44	7.77	1,501,927.44	7.77
LAWN CARE REVENUES	1,368,952.67	7.08	1,368,952.67	7.08
LAWN MAINT REVENUES	3,186,915.37	16.49	3,186,915.37	16.49
LANDSCAPE REVENUES	12,710.55	0.07	12,710.55	0.07
SPRINKLER REVENUES	440,640.98	2.28	440,640.98	2.28
CHEMFREE REVENUES	1,738,070.38	8.99	1,738,070.38	8.99
OTHER INCOME	31,241.67	0.16	31,241.67	0.16
REVENUE ADJUSTMENTS	0.00	0.00	0.00	0.00
Total Revenues	19,325,883.84	100.00	19,325,883.84	100.00
Cost of Sales				
RES PC LABOR	3,353,374.17	17.35	3,353,374.17	17.35
COMM PC LABOR	584,422.27	3.02	584,422.27	3.02
TERMITE LABOR	272,279.89	1.41	272,279.89	1.41
LAWN SERVICES LABOR	2,639,922.32	13.66	2,639,922.32	13.66
SALES LABOR	1,366,565.90	7.07	1,366,565.90	7.07
CHEMFREE LABOR	692,436.79	3.58	692,436.79	3.58
MANAGEMENT LABOR	447,321.87	2.31	447,321.87	2.31
TERMIMESH LABOR	131,438.31	0.68	131,438.31	0.68
Total Cost of Sales	9,487,761.52	49.09	9,487,761.52	49.09
Gross Profit	9,838,122.32	50.91	9,838,122.32	50.91
Expenses				
TOTAL CHEMICAL	1,135,944.81	5.88	1,135,944.81	5.88
TOTAL SUPPLIES/MATERIALS	735,668.18	3.81	735,668.18	3.81
TOTAL FLEET	1,564,912.89	8.10	1,564,912.89	8.10
CONTRACT LABOR	2,211.29	0.01	2,211.29	0.01
REPAIR/MAINT EQUIP	99,514.64	0.51	99,514.64	0.51
UNIFORMS	85,906.27	0.44	85,906.27	0.44
ADVERTISING	761,007.86	3.94	761,007.86	3.94
BANK FEES	114,508.17	0.59	114,508.17	0.59
BAD DEBT	119,971.77	0.62	119,971.77	0.62
BLDG MAINTENANCE	24,553.47	0.13	24,553.47	0.13
CONSULTING FEES	0.00	0.00	0.00	0.00
DAMAGE CLAIMS	39,467.13	0.20	39,467.13	0.20
DATA PROCESSING	76,778.87	0.40	76,778.87	0.40
DEPRECIATION & AMMORTIZATIO	178,058.51	0.92	178,058.51	0.92
DISCOUNTS	78,786.27	0.41	78,786.27	0.41
DONATIONS	35,262.28	0.18	35,262.28	0.18
DUES	48,465.16	0.25	48,465.16	0.25
EDUCATION/TRAINING	10,019.55	0.05	10,019.55	0.05
EMPLOYEE BENEFIT 401-K	27,793.65	0.14	27,793.65	0.14
EMPLOYMENT PROCUREMENT	33,919.28	0.18	33,919.28	0.18
EMPLOYEE MEETINGS	29,820.65	0.15	29,820.65	0.15
ENTERTAINMENT	495.88	0.00	495.88	0.00
INSURANCE	773,126.10	4.00	773,126.10	4.00
INSURANCE-HEALTH	496,490.25	2.57	496,490.25	2.57
INCENTIVE PROGRAM	26,497.80	0.14	26,497.80	0.14
INTEREST	99,738.36	0.52	99,738.36	0.52
LEASE-BUILDING	248,910.92	1.29	248,910.92	1.29
LEASE-EXPENSE	(46,170.27)	(0.24)	(46,170.27)	(0.24)
LEGAL/PROF	26,712.31	0.14	26,712.31	0.14
MANAGEMENT SERVICES	1,250,000.00	6.47	1,250,000.00	6.47

ABC PEST & LAWN SERVICES OF AUSTIN
Income Statement
For the Twelve Months Ending December 31, 2007

	Current Month		Year to Date	
LICENSE/PERMITS	23,573.30	0.12	23,573.30	0.12
MISC	3,952.46	0.02	3,952.46	0.02
OFFICE SUPPLIES	65,606.17	0.34	65,606.17	0.34
PRINTING	123,593.32	0.64	123,593.32	0.64
POSTAGE	93,191.91	0.48	93,191.91	0.48
ROYALTY FEES	0.00	0.00	0.00	0.00
SUBSCRIPTIONS	2,345.20	0.01	2,345.20	0.01
TAXS-PAYROLL	737,638.39	3.82	737,638.39	3.82
TAXES-PROPERTY	78,006.78	0.40	78,006.78	0.40
TAXES-FRANCHISE TAX	47,154.00	0.24	47,154.00	0.24
TAXES-FEDERAL CORP INCOME	0.00	0.00	0.00	0.00
TELEPHONE	137,229.47	0.71	137,229.47	0.71
TRAVEL EXPENSES	48,485.54	0.25	48,485.54	0.25
UTILITIES	114,077.81	0.59	114,077.81	0.59
Total Expenses	9,553,226.40	49.43	9,553,226.40	49.43
Net Income	$ 284,895.92	1.47	$ 284,895.92	1.47

Seminole County Building List for Pest Control Group A

Account # 010599-53046000
Facilities Maintenance

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2445	Administrative Services Center	200 W County Home Rd Sanford, Fl 32773	9,968	Level 1	M-F 8am-5pm	$ 18 -	A	Inspection only
2	2487-01	Animal Services Administration	232 Bush Blvd Sanford, FL 32773	4,680	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon
3	2487-03	Animal Services - Kennel(s)	234 Bush Blvd Sanford, FL 32773	13,440	Level 1	M-F 8am-5pm	$ 20 -	A	Inspection only
4	2487-04	Animal Services - Adoption Center	236 Bush Blvd, Sanford, FL 32773	5,394	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
5	8029	Clerk of Circuit Court East Branch-Wilshire Plaza	336 E State Rd 436 Casselberry, FL	1,748	Level 1	M-F 8am-5pm	$ 8 -	A	No
6	8030	Clerk of Circuit Court West Branch - Oak Grove Plaza	955 W State Rd 434 Altamonte Springs, FL	1,536	Level 1	M-F 8am-5pm	$ 8 -	A	No
7	2442-01	Cooperative Extension Administration Office	250 W County Home Rd Sanford, FL 32773	5,126	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
8	2442-02	Cooperative Ext. Auditorium	240 W County Home Rd Sanford, FL 32773	2,768	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
9	2453	County Services Bldg	1101 E First St Sanford, FL 32771	118,000	Level 2	M-F 8am-5pm	$ 130 -	A	Sentricon
10	2453-02	County Services Bldg	1101 E First St Sanford, FL 32771	27,494	Level 3	M-F 8am-5pm	$ 247 -	A	N/A
11	2490	County Service Bldg-Boiler Room	1101 E First St Sanford, FL 32771	4,500	Level 1	M-F 5pm-5am	$ 8 -	A	Inspection only
12	2443	Facilities Maintenance Bldg	205 W County Home Rd Sanford, FL 32773	12,304	Level 1	M-F 7am-5pm	$ 18 -	A	Inspection only
13	2444	Facilities Maintenance Whse	211 County Home Rd Sanford, FL 32773	10,400	Level 1	M-F 7am-5pm	$ 15 -	A	Inspection only
14	2424	Fleet-Administrative Bldg (2nd Floor)	141 Bush Loop Sanford, FL 32773	1,683	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
15	2428	Fleet - Maintenance Bldg (1st Floor)	141 Bush Loop Sanford, FL 32773	6,287	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
16	3597	Fleet- Dispatch / Tire / Storage / Welding Bldg	137 Bush Loop Sanford, FL 32773	8,400	Level 1	M-F 8am-5pm	$ 10 -	A	Inspection only
17	2457	Health and Human Services	400 W Airport Blvd Sanford, FL	47,036	Level 1	M-F 8am-5pm	$ 85 -	A	Inspection only
18	2447	I. T. Warehouse	302 Bush Loop Sanford, FL 32773	3,600	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
19	2462	John E Polk Correctional Facility	211 Bush Blvd Sanford, FL 32773	190,000	Level 2	24 / 7	$ 150 -	A	Inspection only
20	8052	Juvenile Assessment Center	181 Bush Loop Sanford, FL 32773	5,640	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon

Seminole County Building List for Pest Control Group A

Account # 010599-53046000
Facilities Maintenance

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
21	2486	MSBU	1301 E Second St. Sanford, FL 32771	3,120	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon
22	3650	Public Safety Bldg	100/150/180 Bush Blvd Sanford, FL 32773	120,000	Level 2	M-F 8am-5pm	$ 130 -	A	Sentricon
23	2485	SGTV- Bldg	130 San Carlos Ave Sanford, FL 32773	1,879	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon
24	3704	Sheriff Youth Educational Services	3026 Carrier Ave Sanford, FL 32773	4,200	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
25	2452	State Attorney Bldg	101 E First St Sanford, FL 32771	20,000	Level 1	M-F 8am-5pm	$ 28 -	A	Zone Treatment
26	8026	Tax Collector East Branch Wilshire Plaza	384 Wilshire Blvd Casselberry, FL	4,425	Level 1	M-F 8am-5pm	$ 8 -	A	No
27	8027	Tax Colector West Branch Oak Grove Plaza	955 W State Rd 434 Altamonte Springs, FL	2,995	Level 1	M-F 8am-5pm	$ 8 -	A	No
29	3606	Transmiter Site- Altamonte Springs #6	3606 Newburyport Ave Altamonte Springs, FL	198	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
30	3247	Transmiter Site- Chuluota #4	1301Tropical St Chuluota, FL	280	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
31	3750	Transmitter Site - Civil Courthouse #7 (Roof)	301 N Park Ave Sanford, FL 32771	120	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
32	3246	Transmitter Site - Dike Rd #9	3540 Dike Rd Winter Park, FL	315	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
33	2492	Transmitter Site- Five Points #0	144 Bush Loop Sanford, FL 32773	640	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
34	3248	Transmitter Site- Geneva #3	215 Oak St Geneva, FL 32732	300	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
35	8022	Transmitter Site- Paola #2	4905 Wayside Dr Sanford, FL	288	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
36	3635	Transmitter Site- Roads	149 Bush Loop Sanford, FL 32773	120	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
37	2494	Transmitter Site-Sabal Point #10	930 Wekiva Springs Rd Longwood, FL	144	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
38	2495	Transmitter Site- Water Tower #1	502 State Rd 434 Forest City, FL	352	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
39	8064-01	Work Release Center	212 Bush Blvd Sanford, FL	5,380	Level 2	24 / 7	$ 12 -	A	Inspection only
				644,760	TOTAL		$1,261.00		
				183,886	LEVEL 1		402.00		
				433,380	LEVEL 2		422.00		
				27,494	LEVEL3		247.00		

Seminole County Building List for Pest Control Group B

Account #010599-53046000
Public Works

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2433-01	Roads Division -Administration Bldg	177 Bush Loop Sanford, FL 32773	3,000	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
2	2439	Roads Division - Bathhouse	157 Bush Loop Sanford, FL 32773	336	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
3	2440	Roads Division -Operations Bldg	149 Bush Loop Sanford, FL 32773	2,704	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
4	8054	Roads Division - Surpervisors Bldg (MAD)	181 Bush Loop Sanford, FL 32773	840	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
5	2435	Roads Division - Team 5 Trailer	173 Bush Loop Sanford, FL 32773	720	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
6	8051	Roads Division - CW Support / Storm Water	169 Bush Loop Sanford, FL 32773	1,792	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
7	3698	Roads/Stormwater Doublewide Trailer	171 Bush Blvd Sanford, FL 32773	1,364	Level 1	M-F 8am-5pm	$ 8 -	B	Zone Treatment
8	2441	Roads Division- Scale House / Storage	101 Bush Loop Sanford, FL 32773	2,500	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
28	2434	Traffic Enginneering Adm.Offices and Shop	140 Bush Loop Sanford, FL 32773	8,077	Level 1	M-F 8am-5pm	$ 12 -	B	Inspection only
				21,333	TOTAL		$ 76.00		

Seminole County Building List for Pest Control Group C

Account #010599-53046000
Leisure Services

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2451-05	Big Tree Park- Restroom	761 General Hutchinson Longwood, FL	552	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
2	8132-01	Black Hammock Trail Head Restroom	1571 East State Rd 434 Winter Springs, FL	225	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
3	8103-02	Chuluota Wilderness Caretaker House	3895 Curryville Road Oviedo, FL 32766	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
4	8082-01	Econ River House	3795 Old Lockwood Road Oviedo, FL 32765	960	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
5	8070-01	Geneva Nature Center Wilderness Area	3485 N County Rd 426, Geneva, FL 32732	4,438	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
6	8070-03	Geneva Nature Center Wilderness Area Restroom (2)	3485 N County Rd 426, Geneva, FL 32732	120	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
7	8070-02	Geneva Nature Center Wilderness Area Caretaker Home	3485 N County Rd 426, Geneva, FL 32732	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
8	3598-06	Greenwood Lakes Park - Restroom	660 Greenwood Blvd Lake Mary, FL	528	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
9	8098-06	Kewannee Park Rest Room	1505 Kewanee Trail Casselberry, FL 32707	256	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
10	2510-11	Lake Mills Park Beach Area Rest Room	1301 Tropical Ave Oviedo, FL 32766	648	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
11	2510-12	Lake Mills Park Camping Area Rest Room	1301 Tropical Ave Oviedo, FL 32766	672	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
12	8104-02	Lake Proctor Caretaker Home	960 State Rd 46 Gevena, FL 32732	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
13	3699	Lillie Greene Community Center	325 Station Street Alt Spgs, FL 32701	5,660	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
14	8127-03	Markham Trail Head Rest Room	8515 Markham Rd Sanford, FL 32771	346	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
15	3202-04	Mullet Lake Park- Restroom(s)	1600 Mullet Lake Rd Geneva, FL	784	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
16	3599-01	Parks Office Five Points	121 Bush Blvd Sanford, FL 32773	2,500	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
17	2459-09	Red Bug Lake Park Maintenance Bldg	3600 Red Bug Lake Rd Casselberry, FL	1,800	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
18	2459-10	Red Bug Lake Park Office	3600 Red Bug Lake Rd Casselberry, FL	1,872	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
19	2459-03	Red Bug Lake Park Rest Room 1 (Ball Field)	3600 Red Bug Lake Rd Casselberry, FL	960	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
20	2459-04	Red Bug Lake Park Rest Room (Beach house)	3600 Red Bug Lake Rd Casselberry, FL	1,152	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only

Seminole County Building List for Pest Control Group A

Account # 010599-53046000
Facilities Maintenance

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
21	2486	MSBU	1301 E Second St. Sanford, FL 32771	3,120	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon
22	3650	Public Safety Bldg	100/150/180 Bush Blvd Sanford, FL 32773	120,000	Level 2	M-F 8am-5pm	$ 130 -	A	Sentricon
23	2485	SGTV- Bldg	130 San Carlos Ave Sanford, FL 32773	1,879	Level 1	M-F 8am-5pm	$ 8 -	A	Sentricon
24	3704	Sheriff Youth Educational Services	3026 Carrier Ave Sanford, FL 32773	4,200	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
25	2452	State Attorney Bldg	101 E First St Sanford, FL 32771	20,000	Level 1	M-F 8am-5pm	$ 28 -	A	Zone Treatment
26	8026	Tax Collector East Branch Wilshire Plaza	384 Wilshire Blvd Casselberry, FL	4,425	Level 1	M-F 8am-5pm	$ 8 -	A	No
27	8027	Tax Colector West Branch Oak Grove Plaza	955 W State Rd 434 Altamonte Springs, FL	2,995	Level 1	M-F 8am-5pm	$ 8 -	A	No
29	3606	Transmiter Site- Altamonte Springs #6	3606 Newburyport Ave Altamonte Springs, FL	198	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
30	3247	Transmiter Site- Chuluota #4	1301Tropical St Chuluota, FL	280	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
31	3750	Transmitter Site - Civil Courthouse #7 (Roof)	301 N Park Ave Sanford, FL 32771	120	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
32	3246	Transmitter Site - Dike Rd #9	3540 Dike Rd Winter Park, FL	315	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
33	2492	Transmitter Site- Five Points #0	144 Bush Loop Sanford, FL 32773	640	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
34	3248	Transmitter Site- Geneva #3	215 Oak St Geneva, FL 32732	300	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
35	8022	Transmitter Site- Paola #2	4905 Wayside Dr Sanford, FL	288	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
36	3635	Transmitter Site- Roads	149 Bush Loop Sanford, FL 32773	120	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
37	2494	Transmitter Site-Sabal Point #10	930 Wekiva Springs Rd Longwood, FL	144	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
38	2495	Transmitter Site- Water Tower #1	502 State Rd 434 Forest City, FL	352	Level 1	M-F 8am-5pm	$ 8 -	A	Inspection only
39	8064-01	Work Release Center	212 Bush Blvd Sanford, FL	5,380	Level 2	24 / 7	$ 12 -	A	Inspection only
				644,760	TOTAL		$1,261.00		
				183,886	LEVEL 1		402.00		
				433,380	LEVEL 2		422.00		
				27,494	LEVEL3		247.00		

Seminole County Building List for Pest Control Group B

Account #010599-53046000
Public Works

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2433-01	Roads Division -Administration Bldg	177 Bush Loop Sanford, FL 32773	3,000	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
2	2439	Roads Division - Bathhouse	157 Bush Loop Sanford, FL 32773	336	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
3	2440	Roads Division -Operations Bldg	149 Bush Loop Sanford, FL 32773	2,704	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
4	8054	Roads Division - Surpervisors Bldg (MAD)	181 Bush Loop Sanford, FL 32773	840	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
5	2435	Roads Division - Team 5 Trailer	173 Bush Loop Sanford, FL 32773	720	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
6	8051	Roads Division - CW Support / Storm Water	169 Bush Loop Sanford, FL 32773	1,792	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
7	3698	Roads/Stormwater Doublewide Trailer	171 Bush Blvd Sanford, FL 32773	1,364	Level 1	M-F 8am-5pm	$ 8 -	B	Zone Treatment
8	2441	Roads Division- Scale House / Storage	101 Bush Loop Sanford, FL 32773	2,500	Level 1	M-F 8am-5pm	$ 8 -	B	Inspection only
28	2434	Traffic Enginneering Adm.Offices and Shop	140 Bush Loop Sanford, FL 32773	8,077	Level 1	M-F 8am-5pm	$ 12 -	B	Inspection only
				21,333	TOTAL		$ 76.00		

Seminole County Building List for Pest Control Group C

Account #010599-53046000
Leisure Services

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2451-05	Big Tree Park- Restroom	761 General Hutchinson Longwood, FL	552	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
2	8132-01	Black Hammock Trail Head Restroom	1571 East State Rd 434 Winter Springs, FL	225	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
3	8103-02	Chuluota Wilderness Caretaker House	3895 Curryville Road Oviedo, FL 32766	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
4	8082-01	Econ River House	3795 Old Lockwood Road Oviedo, FL 32765	960	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
5	8070-01	Geneva Nature Center Wilderness Area	3485 N County Rd 426, Geneva, FL 32732	4,438	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
6	8070-03	Geneva Nature Center Wilderness Area Restroom (2)	3485 N County Rd 426, Geneva, FL 32732	120	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
7	8070-02	Geneva Nature Center Wilderness Area Caretaker Home	3485 N County Rd 426, Geneva, FL 32732	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
8	3598-06	Greenwood Lakes Park - Restroom	660 Greenwood Blvd Lake Mary, FL	528	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
9	8098-06	Kewannee Park Rest Room	1505 Kewanee Trail Casselberry, FL 32707	256	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
10	2510-11	Lake Mills Park Beach Area Rest Room	1301 Tropical Ave Oviedo, FL 32766	648	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
11	2510-12	Lake Mills Park Camping Area Rest Room	1301 Tropical Ave Oviedo, FL 32766	672	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
12	8104-02	Lake Proctor Caretaker Home	960 State Rd 46 Gevena, FL 32732	1,093	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
13	3699	Lillie Greene Community Center	325 Station Street Alt Spgs, FL 32701	5,660	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
14	8127-03	Markham Trail Head Rest Room	8515 Markham Rd Sanford, FL 32771	346	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
15	3202-04	Mullet Lake Park- Restroom(s)	1600 Mullet Lake Rd Geneva, FL	784	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
16	3599-01	Parks Office Five Points	121 Bush Blvd Sanford, FL 32773	2,500	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
17	2459-09	Red Bug Lake Park Maintenance Bldg	3600 Red Bug Lake Rd Casselberry, FL	1,800	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
18	2459-10	Red Bug Lake Park Office	3600 Red Bug Lake Rd Casselberry, FL	1,872	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
19	2459-03	Red Bug Lake Park Rest Room 1 (Ball Field)	3600 Red Bug Lake Rd Casselberry, FL	960	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
20	2459-04	Red Bug Lake Park Rest Room (Beach house)	3600 Red Bug Lake Rd Casselberry, FL	1,152	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only

Seminole County Building List for Pest Control Group C

Account #010599-53046000
Leisure Services

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
21	2459-05	Red Bug Lake Park Rest Room 2 and 3 (Ball Field)	3600 Red Bug Lake Rd Casselberry, FL	704	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
22	2458-05	Sanlando Park Maintenance Bldg	401 W Highland s St Altamonte Springs, FL	1,400	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
23	2458-06	Sanlando Park Office	401 W Highland s St Altamonte Springs, FL	2,430	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
24	2458-08	Sanlando Park Rest Room (Picnic Area)	401 W Highland s St Altamonte Springs, FL	780	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
25	2458-10	Sanlando Park Rest Room (Tennis Courts)	401 W Highland s St Altamonte Springs, FL	576	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
26	8046-05	Softball Complex-Administration Bldg	264 W North St Altamonte Spring, FL	8,000	Level 1	M-F 8am-5pm	$ 12 -	C	Inspection only
27	8046-04	Softball Complex-Maintenance Bldg	264 W North St Altamonte Spring, FL	1,800	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
28	2509-07	Sylvan Lake Park Maintenance Bldg	845 Lake Markham Rd Sanford, FL 32771	1,350	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
29	2509-14	Sylvan Lake Park Rest Room (Soccer Field)	845 Lake Markham Rd Sanford, FL 32771	468	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
30	2509-11	Sylvan Lake Park Restroom Area A	845 Lake Markham Rd Sanford, FL32771	1,088	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
31	2509-12	Sylvan Lake Park Restroom Area B	845 Lake Markham Rd Sanford, FL 32771	1,088	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
32	2509-13	Sylvan Lake Park Restroom Area C	846 Lake Markham Rd Sanford, FL32771	1,088	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
33	2509-22	Sylvan Lake Park Sport Training Center	845 Lake Markham Rd Sanford, FL 32771	15,180	Level 1	M-F 8am-5pm	$ 20 -	C	Inspection only
34	8083-05	Wilson's Landing Park Rest Room	387 Malekean Trail Sanford FL 32771	346	Level 1	M-F 8am-5pm	$ 8 -	C	Inspection only
				63,050	TOTAL		$288.00		

Seminole County Building List for Pest Control Group D

Account #010599-53046000
Library Services

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2479-01	Central Branch Library	215 N Oxford Rd Casselberry, FL	50,000	Level 1	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 85 -	D	Inspection only
2	2479-02	Central Branch Library	215 N Oxford Rd Casselberry, FL	5,573	Level 3	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 50 -	D	N/A
3	2480-01	East Branch Library	310 Division St. Oviedo, FL	12,000	Level 1	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 20 -	D	Inspection only
4	2480-02	East Branch Library	310 Division St. Oviedo, FL	5,658	Level 3	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 50 -	D	N/A
5	2478-01	North Branch Library	150 N Palmetto Sanford, FL	12,000	Level 1	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 20 -	D	Inspection only
6	2478-02	North Branch Library	150 N Palmetto Sanford, FL	1,152	Level 3	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 28 -	D	N/A
7	2481-01	Northwest Branch Library	580 Greenwood Blvd Lake Mary, FL	12,000	Level 1	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 20 -	D	Inspection only
8	2481-01	Northwest Branch Library	580 Greenwood Blvd Lake Mary, FL	1,700	Level 3	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 28 -	D	N/A
9	2482-01	West Branch Library	245 Hunt Club Blvd Longwood, FL	12,000	Level 1	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 20 -	D	Inspection only
10	2482-02	West Branch Library	245 Hunt Club Blvd Longwood, FL	2,604	Level 3	M-Th 9am-9pm F & S 9am-5pm Su 1pm-5pm	$ 28 -	D	N/A
11	2463-01	Museum of Seminole County History	300 Bush Blvd Sanford, FL 32773	6,060	Level 1	M-F 8am-5pm	$ 8 -	D	Sentricon
12	2463-04	Museum of Seminole County History Exhibit Bldg	310 Bush Blvd Sanford, FL 32773	2,280	Level 1	M-F 8am-5pm	$ 8 -	D	Inspection only
				123,027	**TOTAL**		$ 365.00		
				106,340	**LEVEL 1**		181.00		
				16,687	**LEVEL 3**		184.00		

Seminole County Building List for Pest Control Group E

Account # 010599-53046000
Water and Wastewater

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	8013-01	County Club WTP	299 Silk Bay Place Lake Mary, FL	65	Level 1	M-F 5pm-5am	$ 8 -	E	Inspection only
2	8014-01	Greenwood Lakes WTP	505 Wexdon Ct Lake Mary, FL	1,344	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
3	3314-10	Greenwood Lakes WWTP Influent Pump Station	701 Greenway Blvd Lake Mary, FL	450	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
4	3314-03	Greenwood Lakes WWTP Chlorine Building	701 Greenway Blvd Lake Mary, FL	850	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
5	3314-04	Greenwood Lakes WWTP Emergency Generator(s) Two Bldgs	701 Greenway Blvd Lake Mary, FL	300	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
6	3314-05	Greenwood Lakes WWTP Offices and Maintenance Bldg	701 Greenway Blvd Lake Mary, FL	2,191	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
7	3314-20	Greenwood Lakes WWTP Electrical Bldg	701 Greenway Blvd Lake Mary, FL	456	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
8	3314-07	Greenwood Lakes WWTP Maintenance Shop	701 Greenway Blvd Lake Mary, FL	934	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
9	8012-01	Hanover Woods WTP	124 W Greentree Lane Lake Mary, FL	354	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
10	3029-01	Heathrow WTP	350 Interational Pky Lake Mary, FL	501	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
11	8010-01	Indain Hills WTP	1900 Wilshire Blvd Fern Park, FL	820	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
12	8010-03	Indain Hills WTP Well House	1900 Wilshire Blvd Fern Park, FL	338	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
13	3451-01	Lake Hayes WTP	535 Lake Hayes Rd Sanford, FL	756	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
14	8021-02	Lake Monroe WTP	197 Hickman Dr Sanford, FL	1,000	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
15	8086-02	Lynwood WTP	1003 Jerome Way Apopka, FL	4,795	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
16	8114-01	Markham Regional WTP	561 Lake Gussie Circle Sanford, FL	6,400	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
17	8001-01	NW Regional WWTP Admin Bldg	501 Yankee Lake Rd Sanford, FL	7,268	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
18	8001-02	NW Regional WWTP Pretreatment	501 Yankee Lake Rd Sanford, FL	1,760	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
19	8001-03	NW Regional WWTP Motor Control # 1	501 Yankee Lake Rd Sanford, FL	2,970	Levelt 1	M-F 8am-5pm	$ 8 -	E	Inspection only

Seminole County Building List for Pest Control Group E

Account # 010599-53046000
Water and Wastewater

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Location	Invoice Code	Termite Treatment
20	8001-05	NW Regional WWTP Motor Control # 2	501 Yankee Lake Rd Sanford, FL	612	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
21	8001-06	NW Regional WWTP Motor Control # 3	501 Yankee Lake Rd Sanford, FL	400	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
22	2511-02	SE Regional WTP Maintenance Bldg	3300 Dike Rd Winter Park, FL	4,790	Level 1	M-F 8am-5pm	$ 8 -	E	Inspection only
23	2511-03	SE Regional WTP Water Operations Bldg	3304 Dike Rd Winter Park, FL	13,571	Level 1	M-F 8am-5pm	$ 20 -	E	Inspection only
24	2511-01	SE Regional WTP Maintenance Bldg & Office	3306 Dike Rd Winter Park, FL	8,135	Level 1	M-F 8am-5pm	$ 12 -	E	Inspection only
				61,060	**TOTAL LEVEL 1**		$208.00		

Seminole County Building List for Pest control Group F

Account # 010599-53046000
Solid Waste

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	8025-03	Central Transfer Station-Scale House	1950 W State Rd 419 Winter Springs, FL	700	Level 1	M-F 8am-5pm	$ 8 -	F	Inspection only
2	8025-01	Central Transfer Station-Administrative Bldg	1950 W State Rd 419 Winter Springs, FL	9,480	Level 1	M-S 7:30am-5:30pm	$ 12 -	F	Inspection only
3	3020-01	Osceola Landfill Office Bldg	1930 Osceola Rd Geneva, FL	2,400	Level 1	M-S 7:30am-5:30pm	$ 8 -	F	Inspection only
4	3020-02	Osceola Landfill Scale House	1930 Osceola Rd Geneva, FL	220	Level 1	M-S 7:30am-5:30pm	$ 8 -	F	Inspection only
5	3020-03	Osceola Landfill Office Maintenance Bldg	1930 Osceola Rd Geneva, FL	11,670	Level 1	M-S 7:30am-5:30pm	$ 15 -	F	Inspection only
				24,470	**TOTAL LEVEL 1**		$ 51.00		

Seminole County Building List for Pest Control Group G

Account # 010599-53046000.AVJDF
Judicial

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	2476	Civil Courthouse Bldg	301 N Park Ave Sanford, FL 32771	99,000	Level 2	M-F 8am-5pm	$105 -	G	Sentricon
2	2476-02	Civil Courthouse Mechanical Bldg	301 N Park Ave Sanford, FL 32771	1,232	Level 1	M-F 8am-5pm	$ 8 -	G	Sentricon
3	2484	Court Facilities Bldg	116 Hood St Sanford, FL 32771	7,872	Level 1	M-F 8am-5pm	$ 8 -	G	Inspection only
4	8120-01	Criminal Justice Center	101 Bush Blvd Sanford, FL 32773	223,000	Level 2	M-F 8am-5pm	$215 -	G	Inspection only
5	8120-02	Criminal Justice Center	101 Bush Blvd Sanford, FL 32773	108,453	Level 3	M-F 8am-5pm	$972 -	G	N/A
6	2919	Juvenile Justice Center	190 Bush Blvd Sanford, FL 32773	32,629	Level 2	M-F 8am-5pm	$ 32 -	G	Inspection only
7	2919-02	Juvenile Justice Center	190 Bush Blvd Sanford, FL 32773	10,221	Level 3	M-F 8am-5pm	$ 98 -	G	N/A
				482,407	**TOTAL**		$1,438.00		
				9,104	**LEVEL 1**		16.=		
				354,629	**LEVEL2**		352.=		
				118,674	**LEVEL 3**		1,422.=		

Seminole County Building List for Pest Control Group H

Account #010599-53046000
EMS/Fire/Rescue

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
1	8117-01	SCFD Fire Training Center	201 Valentine Way Longwood, FL 32773	8,925	Level 1	M-F 8am-5pm	$ 10 -	H	Inspection only
2	8111-01	SCFD Fire Station 11	225 Newburyport Altamonte Springs, FL	11,115	Level 2	24 / 7	$ 10 -	H	Inspection only
3	8109-01	SCFD Fire Station 12	325 Douglas Drive Altamonte Springs, FL	4,800	Level 2	24 / 7	$ 10 -	H	Inspection only
4	8109-02	SCFD Fire Station 12	325 Douglas Drive Altamonte Springs, FL	1,680	Level 3	24 / 7	$ 28 -	H	N/A
5	2464-01	SCFD Fire Station 13	3860 East SR 436 Apopka, FL	10,105	Level 2	24 / 7	$ 10 -	H	Inspection only
6	2464-02	SCFD Fire Station 13	3860 East SR 436 Apopka, FL	2,589	Level 3	24 / 7	$ 28 -	H	N/A
7	8110-01	SCFD Fire Station 14	600 Hattaway Drive Altamonte Springs, FL	3,800	Level 2	24 / 7	$ 10 -	H	Inspection only
8	8110-02	SCFD Fire Station 14	600 Hattaway Drive Altamonte Springs, FL	2,897	Level 3	24 / 7	$ 28 -	H	N/A
9	2465-01	SCFD Fire Station 16	930 Wekiva Springs Rd Longwood, FL	4,200	Level 2	24 / 7	$ 10 -	H	Inspection only
10	2465-02	SCFD Fire Station 16	930 Wekiva Springs Rd Longwood, FL	3,050	Level 3	24 / 7	$ 28 -	H	N/A
11	2466-01	SCFD Fire Station 22	7122 Hwy 17-92 Fern Park, FL	4,200	Level 2	24 / 7	$ 10 -	H	Inspection only
12	2466-02	SCFD Fire Station 22	7122 Hwy 17-92 Fern Park, FL	1,594	Level 3	24 / 7	$ 28 -	H	N/A
13	2467-01	SCFD Fire Station 23	4810 Howell Branch Rd Winter Park, FL	3,560	Level 2	24 / 7	$ 10 -	H	Inspection only
14	2467-02	SCFD Fire Station 23	4810 Howell Branch Rd Winter Park, FL	2,706	Level 3	24 / 7	$ 28 -	H	N/A
15	2474-01	SCFD Fire Station 27	5280 Red Bug Lake Rd Winter Springs, FL	5,718	Level 2	24 / 7	$ 10 -	H	Sentricon
16	2474-02	SCFD Fire Station 27	5280 Red Bug Lake Rd Winter Springs, FL	6,634	Level 3	24 / 7	$ 59 -	H	N/A
17	2468-01	SCFD Fire Station 34	4905 W State Rd 46 Sanford, FL	4,416	Level 2	24 / 7	$ 10 -	H	Inspection only
18	2468-02	SCFD Fire Station 34	4905 W State Rd 46 Sanford, FL	2,227	Level 3	24 / 7	$ 28 -	H	N/A
19	2469-01	SCFD Fire Station 35	201 W County Home Rd Sanford, FL 32773	7,276	Level 2	24 / 7	$ 10 -	H	Sentricon
20	2469-02	SCFD Fire Station 35	201 W County Home Rd Sanford, FL 32773	6,180	Level 3	24 / 7	$ 55 -	H	N/A

Seminole County Building List for Pest Control Group H

Account #010599-53046000
EMS/Fire/Rescue

#	Building Code	Building Name	Building Address	Square Footage	Level of Service	Hours of Operation	Cost Per Treatment	Invoice Code	Termite Treatment
21	2470-01	SCFD Fire Station 36	1600 Lake Mary Blvd Lake Mary, FL	4,613	Level 2	24 / 7	$ 10 -	H	Inspection only
22	2470-02	SCFD Fire Station 36	1600 Lake Mary Blvd Lake Mary, FL	1,692	Level 3	24 / 7	$ 28 -	H	N/A
23	2471-01	SCFD Fire Station 41	3355 E State Rd 46 Sanford, FL	4,416	Level 2	24 / 7	$ 10 -	H	Sentricon
24	2471-02	SCFD Fire Station 41	3355 E State Rd 46 Sanford, FL	14,600	Level 3	24 / 7	$ 131 -	H	N/A
25	8005-01	SCFD Fire Station 42	320 E State RD 46 Geneva, FL	4,416	Level 2	24 / 7	$ 10 -	H	Sentricon
26	8005-02	SCFD Fire Station 42	320 E State RD 46 Geneva, FL	6,172	Level 3	24 / 7	$ 55 -	H	N/A
27	2473-01	SCFD Fire Station 43	110 7th St Chuluota, FL	4,200	Level 2	24 / 7	$ 10 -	H	Inspection only
28	2473-02	SCFD Fire Station 43	110 7th St Chuluota, FL	5,664	Level 3	24 / 7	$ 50 -	H	N/A
				143,445	**TOTAL**		$ 724.00		
				8,925	**LEVEL 1**		10.00		
				76,835	**LEVEL 2**		140.00		
				57,685	**LEVEL 3**		574.00		

TAX EXEMPTION NUMBERS

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

Board of County Commissioners
Seminole County, Florida
ORDER

ORDER NUMBER:

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

ORDER TYPE: OP

REQ. NUMBER:

ANALYST:

VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

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

DELIVERY

ITEM #	QUANT	UOM	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

QUOTE REF #

TOTAL AMOUNT

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

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

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

Terms and Conditions

1. AGREEMENT. This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

2. DELIVERY OF GOODS AND SERVICES. Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.

3. WARRANTY. Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a)the Consumer Product Safety Act, (b)Occupational Safety and Health Act (Public Law 91-5961, as amended, (c)Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. MODIFICATIONS. This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. TERMINATION. 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 discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

6. INDEMNIFICATION. Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warrants. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.

7. INSURANCE. Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or altercation related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. INSPECTION. All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at is option, may require the Seller, at the Seller's expense, to: (a)promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services, or (b)to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

9. TAXES. Seminole County Government is a non-profit operation and not subject to tax.

10. FLORIDA PROMPT PAYMENT ACT. Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statures, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

11. PAYMENT TERMS. It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.

12. PRICE PROTECTION. Seller warrants that the price(s)set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

13. PACKAGING AND SHIPPING. Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a)in accordance with good commercial practice; and (b)acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICC regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

14. QUANTITY. The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

15. ASSIGNMENT. Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. EQUAL OPPORTUNITY EMPLOYER. The County is an Equal Employment Opportunity (EEL) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

17. RIGHT TO AUDIT RECORDS. The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

18. FISCAL YEAR FUNDING APPROPRIATION. Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

19. FAILURE TO EXECUTE PURCHASE ORDER. Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approval of Addendum Number V to Third Party Administrator (TPA) Agreement

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Gregory Foppiani **EXT:** 5950

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Third Party Administrator (TPA) contract, Addendum Number V, with Johns Eastern Co, Inc. for the period of 10/01/2008 through 9/30/2009 in the amount of $106,425.00.

County-wide Meloney Lung

BACKGROUND:
The County contracts with an outside TPA to handle all Property, Liability and Workers' Compensation claims. This is the fifth and final renewal to the original agreement. The original contract was awarded in 2003 for three (3) years with two (2) one year renewals.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the Third Party Administrator (TPA) contract, Addendum Number V, with Johns Eastern Co, Inc. for the period of 10/01/2008 through 9/30/2009 in the amount of $106,425.00.

ATTACHMENTS:

1. Agreement

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

JOHNS EASTERN COMPANY, INC.
Claim Adjusters and Third Party Administrators

ADDENDUM NUMBER V
TO
SERVICE CONTRACT FOR
AUTOMOBILE LIABILITY, GENERAL LIABILITY, PROPERTY, AND WORKERS' COMPENSATION CLAIMS HANDLING

This is the fifth Addendum to the Agreement entered into between Johns Eastern Company, Inc., hereinafter called the SERVICE AGENT, and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the EMPLOYER, dated the 1st day of October 1, 2003.

This Addendum affects the remuneration to be paid by the EMPLOYER to the SERVICE AGENT for the handling of claims with a date of loss of October 1, 2008 through September 30, 2009.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the EMPLOYER for workers' compensation claims handling services during the term of this Agreement shall be as follows:

4. **Allocated Claims Expenses.** "Allocated Claims Expenses" shall be defined as expenses arising in connection with the settlement of claims, which shall be defined as expenses directly allocated to a particular claim to be discharged from the accounts funded by the Employer specified in Paragraph 3, including, but not limited to:

   a. Attorneys' and legal assistants' fees for claim and any lawsuits, before and at trial, on appeal, or otherwise;

   b. Court and other litigation and settlement expenses, including, without limitation:

      (i) Medical examinations to determine extent of liability;

      (ii) Expert medical and other testimony;

      (iii) Laboratory, X-ray and other diagnostic tests;

      (iv) Autopsy, surgical reviews, and other pathology services;

      (v) Physician and related fees and expenses in reading, interpreting, or performing any of the foregoing tests or services;

      (vi) Stenographer, process server, and other related trial preparation, trial, settlement, and court costs;

      (vii) Witnesses fees and expenses before and at trial, deposition, settlement discussions, or otherwise; and

   c. Fees and expenses for surveillance, private investigators, or otherwise,

   d. Fees for the indexing of injured employees,

   e. Fees for any work done outside the office, including, but not limited to, field investigations necessary to determine compensability, liability, Special Disability Trust Fund or subrogation recoverability, claimant control, attendance at mediations, hearings and depositions, attendance at management meetings, attendance at medical consultations or hearings, appraisals, medical management, case management and cost containment, recorded statements,

   f. Fees for over-night or special mail service for various documents,

g. Fees for examining and reducing hospital and medical bills as appropriate.

h. Photocopying and/or CD-ROM copies, review of relevant documentation.

i. Pre-Certification of Hospital Admissions, On-Site Case Management, Peer Review, Medical Care Audits, and Hospital Bill Audits

5. **Compensation for the Service Agent:** For performing its services under this Agreement, the Service Agent shall be entitled to the following compensation:

a. Fees for claims handling for Workers' Compensation exposures whose dates of loss fall between 10/01/2008 and 9/30/2009 will be deposit of $55,000.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

- WC/Medical Only $163.00 per exposure
- WC/Indemnity $1,080.00 per exposure

b. Fees for claims handling for Liability exposures whose dates of loss fall between 10/01/2008 and 9/30/2009 will be a deposit of $51,425.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

AL/BI	$702.00 per exposure
AL/PD	$444.00 per exposure
Auto Phys	$230.00 per exposure
GL/PD	$444.00 per exposure
GL/BI	$702.00 per exposure
Professional E&O	$955.00 per exposure
Property*	$444.00 per exposure

*Property claims (building and contents) will be charged at a rate of $444.00 per claim for TPA claims management. If fieldwork is required for the assessment of damages or written estimates, then in addition to the flat rate quoted of $444.00, the Employer will be charged per the attached fee schedules.

c. Provider Bill Review/Cost Containment Services - Johns Eastern Company, Inc. will review all medical bills and make appropriate reductions as required by Florida Statute 440. Fees for these services are:

- $5.95 per bill
- 30% of all savings over and above Fee Schedule reductions

d. Fees for any field investigation will be $95.00 per hour, $0.58 a mile and $2.00 per color photograph, and administrative expenses. We will bill at these rates all activities involving handling, controlling, or settling an employer's liability on a claim.

e. Fees for telephonic medical management services will be:

- $525 per lost time exposure
- $125 per medical only exposure

The above fee only applies if all cases are handled by Johns Eastern.

f. Information Services – Optional programs available. If selected by Employer, Service Agent will bill accordingly.

a. Online NOI (Pre-fill) $1,000.00, per year

b. Adhoc Report Library $1,000.00 Setup Fee (one time charge)
$250.00 per login & password (per year)

c. Adhoc Report Query — $1,500.00 Setup Fee (one time charge)
$400.00 login & password (per year)

Excess Reporting Obligation - Unless otherwise specified in this addendum, Service Agent agrees that reporting claims to excess insurance carrier is the Service Agent's responsibility. It is the responsibility of the Employer/Broker to provide accurate coverage information regarding any insurance policies insuring claims covered by this contract. New insurance information on renewal years will be provided as soon as available and can be provided in the form of an Insurance Binder in the interim of receiving actual policies. Excess information will include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies will be provided as soon as available. This information is required for each claim year that the Service Agent is handling for the employer. If this information is not made available as outlined in this paragraph, Service Agent will not be responsible for any penalties, interest, or reductions in excess recoveries because of late reporting.

Upon exiting, client data will be provided to the new Third Party Administrator either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data. The cost for this will be no greater than $3,500.00. The Employer will be billed for any additional programming to help in data transfer.

All other terms of the original contract remain unchanged.

IN WITNESS WHEREOF, the SERVICING AGENT and the EMPLOYER have each caused this Addendum to be executed by its duly authorized representative to be effective this 1st day of October, 2008.

ATTEST:

Secretary

JOHNS EASTERN COMPANY, INC.

By: _____
Beverly Adkins, AIC, AIM
Executive Vice President

Date: 8/11/08

ATTEST:

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

For use and reliance
of Seminole County only.

Approved as to form and legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, CHAIRMAN

Date: _____

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

JOHNS EASTERN COMPANY, INC.
PO Box 4175, Sarasota, FL 34230, 800-767-9480 (telephone), 941-907-7227 (fax)

PROPERTY RATE SCHEDULE

Full Repair Cost	Appraisal Only	Full Adjustment
$ 0.01 - $ 500.00	$180.00	$225.00
500.01 - 1,000.00	205.00	256.00
1,000.01 - 2,500.00	334.00	379.00
2,500.01 - 5,000.00	397.00	465.00
5,000.01 - 7,500.00	517.00	559.00
7,500.01 – 10,000.00	617.00	669.00
10,000.01 – 15,000.00	715.00	825.00
15,000.01 – 20,000.00	850.00	980.00
20,000.01 –30,000.00	n/a	4.5% of Loss - $ 995 minimum
30,000.01 – 40,000.00	n/a	3.5% of Loss - $1,350 minimum
40,000.01 – 55,000.00	n/a	3.0% of Loss - $1,400 minimum
55,000.01 – 70,000.00	n/a	2.5% of Loss - $1,650 minimum
70,000.01 – 90,000.00	n/a	2.0% of Loss – $1,750 minimum
90,000.01 – 110,000.00	n/a	2.0% of Loss - $1,800 minimum
110,000.01 – 150,000.00	n/a	2.0% of Loss - $2,200 minimum
150,000.01 -- ABOVE	n/a	2.0% of Loss - $3,000 minimum

1. Above fees include local telephone, file creation, copying, and secretarial support.

2. Full Repair Cost – Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.

3. In addition to the schedule, the following charges will be made:
   a. All miles driven at $0.50 per mile.
   b. Photos - $2.00 each
   c. Outside fees, reports, telephone, and other direct expense, at cost.
   d. Drive time charged (prorated when possible) when loss is more than 20 miles from our office.

4. These schedules do not apply to catastrophes.

5. All assignments handled by General Adjuster will be billed at the full adjustment rate.

6. Subrogation efforts charged on an hourly basis of $69/hour.

JOHNS EASTERN COMPANY, INC.

PO Box 4175, Sarasota, FL 34230, 800-767-9480 (telephone), 941-907-7227 (fax)

CATASTROPHE FEE SCHEDULE

Full Repair Cost	Service Fee
$ 0.01 - $ 2,500.00	$387
2,500.01 - 5,000.00	485.00
5,000.01 – 7,500.00	572.00
7,500.01 – 10,000.00	681.00
10,000.01 – 15,000.00	864.00
15,000.01 – 20,000.00	1,012.00
20,000.01 – 25,000.00	4.5% of Loss - $1,025 minimum
25,000.01 – 35,000.00	4% of Loss - $1,200 minimum
35,000.01 – 50,000.00	3.5% of Loss - $1,400 minimum
50,000.01 – 100,000.00	3% of Loss - $1,750 minimum
Over 100,000.00	2% of Loss – $3,000 minimum

7. Full Repair Cost – Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.

8. In addition to the schedule, the following charges will be made:
   a. All miles driven at $0.55 per mile.
   b. Photos - $2.00 each
   c. Outside fees, reports, telephone, and other direct expense, at cost.
   d. Administrative/Set up fee - $50.00
   e. Drive time charged and mileage (both prorated when possible) when loss is more than 20 miles from our base of operation.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Renewal of Life and Accidental Death & Dismemberment (AD&D) and Long Term Disability Insurance

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Gregory Foppiani **EXT:** 5950

MOTION/RECOMMENDATION:
Authorize the renewal of the Life and AD&D, and the Long Term Disability policies as recommended by the Risk Management Executive Committee.

County-wide Meloney Lung

BACKGROUND:

Life & AD&D

On March 6, 2007, staff presented renewal of the County's Life and AD&D and Long Term Disability Insurance to the Risk Management Executive Committee. The committee voted 5-0 to recommend to the Board of County Commissioners renewal with Lincoln Financial. The item was not taken to the Board of County Commissioners.

Renewal of this program was presented again on June 24 , 2008, to the Risk Management Executive Committee. The committee voted 4-0 to recommend renewal. Lincoln Financial has agreed to guarantee their rates for 2 years from January 1, 2008.

The estimated annual cost for FY 08/09 for County and employee contributions is $397,043 with $183,990 being the County's portion, based on current enrollment.

Long Term Disability

On March 6,2007, staff presented renewal of the County's Long Term Disability Insurance to the Risk Management Executive Committee. The committee voted 5-0 to recommend to the Board of County Commissioners renewal with Reliance Standard. The item was not taken to the Board of County Commissioners.

Renewal of this program was presented again on June 24, 2008, to the Risk Management Executive Committee and received a 4-0 vote to recommend renewal. Reliance Standard has agreed to guarantee their rates for 3 years from January 1, 2008.

The estimated annual cost for FY 08/09 to the County is $140,047. Estimated annual cost to the employees with the buy up coverage is $48,605, based on current enrollment.

STAFF RECOMMENDATION:
Staff recommends that the Board authorize the renewal of the Life and AD&D, and the Long Term Disability policies as recommended by the Risk Management Executive Committee.

ATTACHMENTS:

1. Rate Guarantee Jefferson Pilot
2. Rate Guarantee Reliance Standard

Additionally Reviewed By:
No additional reviews

AUG 8 2007

JEFFERSON PILOT FINANCIAL

Jefferson Pilot Financial
Insurance Company
Benefit Partners
8801 Indian Hills Drive
Omaha, NE 68114-4066

800-423-2765

July 30, 2007

Seminole County Government
200 W. County Home Road
Sandford, FL 32773

RE: Renewal Letter for Policy Number: 01-0005504 **Revised**

It is our sincere pleasure to provide Seminole County Government with quality group products and services at a cost that delivers sound value. As part of our effort to ensure continuing quality products and service, each year we carefully review and analyze current benefit and rate structures to determine the appropriate premium levels to charge for continued group insurance protection for your valued employees.

As part of our review and analysis, along with any adjustment to the underlying rate structure, your premium rates are as follows:

	Your Current Group Rates	Your Newly Calculated Rates Effective on 01/01/2008	
Employee Life	$.22	$.22	per $1,000 of benefit
Employee Life (Retirees)	$1.79	$1.79	per $1,000 of benefit
AD&D	$.03	$.03	per $1,000 of benefit
Optional Life	$.30	$.30	per $1,000 of benefit
Optional AD&D	$.03	$.03	per $1,000 of benefit
Optional Spouse Life	$.26	$.26	per $1,000 of benefit
Optional Spouse AD&D	$.03	$.03	per $1,000 of benefit
Optional Child Life	$.59	$.59	per Insured Child(ren)
Optional Child Life (with AD&D)	$1.18	$1.18	per Insured Child(ren)

These rates are guaranteed for 24 months from the renewal date shown above. Your next renewal will take place 01/01/2010. **This renewal letter will serve in place of a policy amendment reflecting this rate change. Please keep this renewal letter with your policy records.**

Thank you for the opportunity to be of service to Seminole County Government. We appreciate your business and look forward to working with you in the future as we continue to meet your group insurance needs. If you have any questions, or if I can be of further assistance, please feel free to call me on our toll-free number: 1-800-423-2765.

Sincerely,

Mike Flanagan
Manager – Group Underwriting, CEBS

mys

L.B. Bryan & Company
822 A1A North #204
Ponte Vedra Beach, FL 32082

RELIANCE STANDARD

2001 Market Street, Suite 1500
Philadelphia, PA 19103
Doris.Coleman@rsli.com
(800) 351-7500 ext. 3571

June 5, 2008

Wendy Garrett
Seminole County Government
200 West County Home Rd.
Sanford, FL 32773

Re: Policy LTD 108331

Dear Ms. Garrett:

Thank you for allowing Reliance Standard the opportunity to provide Long Term Disability protection for your employees. We value our relationship with you, and appreciate the confidence you have placed in us.

At RSL, our goal is to provide you with a benefits plan that will enhance your ability to attract the employees you want, retain them, and provide for their security in times of need. Our commitment to you is:

- A customized benefits plan that meets your goals and objectives;
- Quick, effective handling of all administrative, claims and underwriting matters;
- Cooperative and efficient service for you and your employees

We continually review plan design and characteristics of our customer base in order to determine appropriate pricing. Contributing pricing factors include, but are not limited to: nature of your business, geographic location, and employer contribution level(s).

Based upon these factors, Reliance Standard is pleased to report that your rate will not be increased for the next plan year. The rate will be effective January 1, 2009 and your next Renewal Date is scheduled to be January 1, 2011. @ same rate? yes

Line of Coverage	Current Rate	Renewal Rate
LTD	Core .24 Buy-up .28	Core .24 Buy-up .28

Thank you again for choosing Reliance Standard. We value your business and look forward to continuing our relationship into the future.

Sincerely,

Doris Coleman
Client Renewal Specialist

Cc: Eric Scott
Aon Consulting
(407) 831-5300

Lon B. Bryan, III
LB Bryan & Co.
(904) 280-4647

Matthew Arnold
Reliance Standard
(813) 251-2244

P.S. As you may know, we offer other products and services, such as Group Life Insurance and Short Term Disability that can enhance your overall benefits plan to help attract and retain key employees. Please contact your Broker or Reliance Standard Sales Representative to learn more.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: 2009 Crappie Masters Florida State 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. providing $25,000.00 of County Tourist Development Tax support for the 2009 Crappie Masters Florida State Championship.

County-wide William McDermott

BACKGROUND:

Seventy teams with two anglers per team participated in the January 2008 event. Seventy-five percent (75%) were from out of state, representing over 15 states. Anglers averaged 4.5 visits to Lake Monroe prior to the tournament, spending 3.5 days per trip. Over the course of the year more than 1,600 room nights were generated by the tournament and pre/post fishing.

This will be the third year for this tournament in Seminole County. The projected number of hotel room nights for the tournament alone is 450, with estimated total direct economic impact of $493,744. Additional revenue and hotel rooms are generated throughout the year.

This is a popular event with angler enthusiasts, and Seminole County receives widespread exposure from broad media coverage. TDC funds will be used to promote and advertise the event through various media outlets. Funds have been appropriated in Tourism Development's FY 08-09 promotional budget.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an agreement with Crappie Masters, Inc. providing $25,000.00 of County Tourist Development Tax support for the 2009 Crappie Masters Florida State Championship.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

2009 CRAPPIE MASTERS FLORIDA STATE CHAMPIONSHIP AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", 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 Crappie Masters Florida State Championship to be held January 31 - February 1, 2009, 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, 2008, through September 30, 2009, 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 2009 Crappie Masters Florida State Championship to be held January 31 - February 1, 2009 (the "Event"), as described in Exhibit A attached hereto and incorporated herein by reference.

(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 shall permit a third-party company designated by the COUNTY to conduct on-site surveys during the Event to coordinate the survey process. CRAPPIE MASTERS shall cooperate in making the Event accessible in whatever manner is necessary for completion of the survey.

(f) After-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after the Event.

(g) 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.

(h) 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.

(i) 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-

FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) 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 the Request for Funds form, attached hereto and incorporated herein as Exhibit B, from CRAPPIE MASTERS requesting amount for which CRAPPIE MASTERS wishes to be reimbursed. 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 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. The 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 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/CEO
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.

EXHIBIT A

PART II APPLICATION FOR FUNDS
TOURIST DEVELOPMENT SPONSORSHIP
FY 2008-09

THE FOLLOWING QUESTIONS MUST BE ANSWERED IN FULL.

I. GENERAL INFORMATION

TO ASSIST US IN EVALUATING THE IMPACT OF YOUR EVENT ON SEMINOLE COUNTY AND TO BETTER UNDERSTAND WHAT SUPPORT YOU ARE REQUESTING, THE FOLLOWING QUESTIONS MUST BE ANSWERED COMPLETELY. DO NOT SKIP ANY INFORMATION WHICH APPLIES TO YOUR EVENT.

1. NAME OF ORGANIZATION: Bass Pro Shops Crappie Masters

   ADDRESS: P. O. Box 989

   CITY: Lebanon STATE: MO ZIP: 65536

   PHONE: 417/532-0244 FAX: N/A EMAIL: crappiemasters@gmail.com

2. NAME OF EVENT/PROJECT: Bass Pro Shops Crappie Masters Florida State Championship

   DATE OF EVENT: Jan 31 - Feb 1st 09

   LOCATION OF EVENT: Lake Monroe and Sanford Civic Center

   DESCRIPTION OF EVENT: National Fishing Tournament

3. CONTACT PERSON: Bobby Brown, Vice President

4. ORGANIZATION'S CHIEF OFFICIAL: Paul Alpers

   TITLE: President/CEO

   ADDRESS (IF DIFFERENT FROM ABOVE) same as above

5. AMOUNT REQUESTED: $25,000

7. INTENDED USE OF FUNDS:

   ☐ BID GUARANTEE ☒ PROMOTION/MARKETING

7. PLEASE ATTACH AN **ITEMIZED** MARKETING PLAN DETAILING HOW TOURIST TAX DOLLARS WILL BE SPENT TO PROMOTE THIS EVENT, INCLUDING, BUT NOT LIMITED TO PRINT ADVERTISING (BROCHURE/FLYER, MAGAZINE, NEWSPAPER), RADIO/TV, INTERNET OR OTHER MEDIA.

MARKETING PLAN FOR USE
OF TOURIST TAX FUNDS

Projected Marketing Brochure Advertising	
Print media is distributed in 12 States and in Bass Pro Shops near major tournaments.	
Bass Pro Shop Crappie Masters Crappie Guide in 12 states (25,000)	
2 Full Page 4C ads	7500
1 Tournament information page -	3500
Tournament Tri-fold in 12 states (4,000) –	3000
National Quad Folds in 12 states- (15,000) -	8300
	552
Production Costs for ads/brochures	2500
	25352
Requesting $25,000 (reflected increased costs over prior year)	



Projected Media Costs for the January 2009 Florida State Crappie Championship (Based on 2008 costs plus 5% added to bottom line)*

Television production/exposure:

Revive the Outdoors with Cody & Cody (Sportsman's Channel) (19,000,000 impressions)	$15,000.00
Television Crew Production	8,200.00
Full Page 4C ad in Crappie Master Magazine (12,000 impressions)	3,300.00

Projected Marketing Brochure Production Costs
(All publications distributed in 15 states – MO, FL, IN, OH, KY, OK, LA, GA, SC, NC, IL, AL, MS, MI, IA)

National Bass Pro Shop Crappie Masters Crappie Guide (100,000)	4,830.00
Tournament Tri-fold (4,000) (in-kind)	
Quad Folds in Bass Pro Shops in 12 states (50,000)	4,158.00
Posters (200)	420.00
TOTAL MEDIA AND MARKETING	**$35,908.00**

Television, Newspaper & Magazine Editorial – Florida, Southeast, and Midwest publications and channels – 2008 circulation; readership higher**

Florida, Southeast, Midwest Consumer Publications	160,000
Local Publicity	480,000
National Sports Channels/Sports & Angler Magazines, to include ESPN	396,000
Florida Sports & Angler Magazines	160,000

Value Added Marketing

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 (2,000,000 visitors per month)

Tournament Trail advertised on BassPro Crappie Master Association national website and Florida Crappie Association 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.

300,000+ Audio & Sales Flyers within Bass Pro Shops

Area Enhancement - Kids Rodeo – 250+ Central Florida kids participated.

**List of all editorial publication follows.

ESPN
Leisure Sports Magazine
Outdoor Trails Magazine
Florida Fishing News
Florida Outdoors Adventure Magazine
Grizzly Jig
Orlando Sentinel
Sanford Herald
Bradstown KY
Kimbelsville KY
Gadabout Magazine
Tell City, IN
Midwest Outdoor
Kentucky Standard
Central Kentucky News Journal
Perry County News
Journal Democrat
Mt. Vernon Democrat
Conservation Afield

8. **NOTE: ADVERTISING MUST TARGET AUDIENCES TO ATTRACE OVERNIGHT VISITORS TO SEMINOLE COUNTY. DRIVE-DISTANCE MARKETING WILL BE CONSIDERED LOCAL ADVERTISING AND IS NOT ELIGIBLE FOR REIMBURSEMENT.**

9. **BE SURE TO HAVE YOUR CHIEF CORPORATE OFFICER SIGN THE APPLICATION AND YOUR SECRETARY AFFIX THE CORPORATE SEAL ON PAGE 7.**

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?
To conduct quality national crappie fishing tournaments for those of all ages, increasing economic impact to communities, bringing awareness to the science of sustainable fishing and providing quality of life by including the youth.

(2) What services does your organization provide?
Education, Tournaments, Networking, Merchandise

(3) How will your organization monitor expenditure of funds?
Use of a CPA, and a system of checks and balances on the collection and disbursement of funds. Insistence upon return on investment. Members hold the organization accountable.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?
Not only will this organization and its tournament bring visitors to Seminole County the weekend of the event, anglers will start coming in when the tournament is announced to test the waters, and find their spot. Because Seminole County affords them the opportunity to fish the largest "catch-able" crappie in the US, many of the anglers and those who "hear" will also return to fish Lake Monroe after the tournament. Because of the huge audience reached by this tournament's advertising and marketing through Bass Pro Shops, anglers nationally will come to stay and fish in Lake Monroe. The largest crappie in a tournament was caught in Lake Monroe – this news is still being passed down…

(5) What is your organization's experience in managing sponsorships and grants?
This organization hosts between 25 and 30 regional and national tournaments, all for which they receive grants and sponsorships, most larger dollars than that provided by Seminole County. Also of note are their major title sponsors to include Bass Pro Shops, Toyota Tundra, Nitro and Tracker Boats, and Mercury Motors, just to name a few. They also provide all tournament profits back to the anglers, and still operate in the black.

III. EVENT INFORMATION (Use additional sheets where necessary.)

(1) NAME OF EVENT: Bass Pro Crappie Masters Florida State Tournament

(2) LOCATION OF EVENT: Lake Monroe/Sanford Park/Civic Center

(3) DATE(S) OF EVENT: Jan 31-Feb 1, 2009 NUMBER OF DAYS: 7 to include tourny

(4) HAVE FACILITIES BEEN SECURED? YES x☐ NO ☐

(5) SPECIAL SITE REQUIREMENTS? YES x☐ NO ☐
IF YES, PLEASE GIVE DETAILS

Kids fishing tournament, weigh in, banquets, meetings

(3) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
NAME: N/A

ADDRESS:

PHONE:

(4) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY? **Economic impact, both to the hospitality industry, as well as the retail industry, to include gasoline, tackle, and big box stores. Quality of life for kids in the community. Festival atmosphere for local angler enthusiastics**

(5) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?
This will be the third year for this tournament, and it has been held in Central Florida many additional years. There is the potential for a national tournament if additional funding can be secured.

(6) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS 10+
LOCAL GUESTS 600+ to include kids, parents, grandparents, other anglers
OUT-OF TOWN PARTICIPANTS 126+ plus 36+ out of town fans
OUT-OF-TOWN GUESTS
OUT-OF-TOWN MEDIA 17, plus 2 local

(7) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: 1630+ over the course of the year 450 during tournament

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. (**PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM. (A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON www.visitseminole.com**)

Exhibit C
Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?	620	$ 152.00	4	$ 376,960.00
How many **adult out-of state spectator** days expected?	36	$ 152.00	4	$ 21,888.00
How many **out-of state media/professional** days expected?	151	$ 152.00	4	$ 91,808.00
How many **youth out-of state participant** days are expected?	3	$ 76.00	4	$ 912.00
How many **youth out-of state spectator** days are expected?		$ 76.00	4	$ -
How many **in state partipant/spectator/media/ professionals** expected?	8	$ 68.00	4	$ 2,176.00
What is the expected event-site spending?				
What other expenditures, if any, are anticipated?				
TOTAL DIRECT IMPACT =				**$ 493,744.00**
	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 493,744.00		2.5	$ 1,234,360.00
Total earnings impact:	$ 493,744.00		0.57	$ 281,434.08
Total employment impact:	$ 493,744.00	1,000,000	22	10.86
	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 493,744.00		0.12	**$ 59,249.28**
		State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ 59,249.28	0.09653	**$ 5,719.33**
	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 493,744.00	$ -	0.02	**$ 9,874.88**
	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT:			1638	$60.00	**$ 98,280.00**
	Total Hotel Impact			Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ 98,280.00		0.03	**$ 2,948.40**
TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:				**$ 18,542.61**
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:				**$ 18,542.61**

Bass Pro Shops CRAPPIE MASTERS TEAM TOURNAMENT TRAIL

PROMOTE ENHANCE PRESERVE

ECONOMIC IMPACT 2008 TOURNAMENT

Bass Pro Shops Crappie Masters National Championship total participation is 140 anglers, (70 teams). Information is calculated from 2008 national championship surveys at Lake Monroe in Sanford, Florida.

1% of the teams were local = 7 not staying in hotels
24% of the teams were from out of town (17 teams)*
75% of the teams were from out of state, with over 15 different states being represented. (53 teams) MO, FL, IN. OH, LA, GA, SC, NC, IL, AL, MS, MI, IA

*Most out of town teams stayed during the tournament, as well as visited and stayed many times during the year to fish the lake.

VISITS TO THE LAKE PRIOR TO THE TOURNAMENT

A. 4.5 trips with an average of 3.5 days per trip.
70 teams x 4.75 x 3.5 =1164 days x $275.00 = **$320,100**

TOURNAMENT VISIT

Plus 1 trip of 7 days for the tournament

B. 70 teams x 7 = 490 days x 225 = **$134,750.00**

Total for (a) & (b) is $454,575.00 times a multiplier of 2.5 equals

$1,136,437.50 TOTAL ECONOMIC IMPACT FOR AREA*

Fishing Tournament's multiplier is higher because not only due they fill two vehicles with gasoline, but they also tend to buy higher in the retail market, particularly in big box stores.

P.O. Box 989 * Lebanon, MO 65536
www.crappiemasters.net

Provide three (3) years of this event's history, if applicable.

Previous Event: Florida State Championship
Date: January 2008 Location: Lake Monroe
Contact Name/Phone: Bobby Brown, 417/532-0244
Out-of-State Participants: 126 Room Nights: 1630 Economic Impact: $434,624*

Previous Event: Florida State Championship
Date: January 2007 Location: Lake Monroe
Contact Name/Phone: Bobby Brown, 417/532-0244
Out-of-State Participants 137 Room Nights 1561 Economic Impact $350,000*

Previous Event: Florida State Championship
Date: January 2006 Location: Lake Harris Chain
Contact Name/Phone: Paul Alpers, 573-280-8020
Out-of-State Participants: Room Nights Economic Impact

*Note: The Seminole County economic impact form does not take into affect that fishing tournaments nationally have a multiplier of 2.5 versus the traditional 1.7 multiplier of most sports tournaments, due to repeat visits and multiple vehicles per angler.

TOTAL EVENT BUDGET

PLEASE COMPLETE THE FOLLOWING EXPENSE AND INCOME SUMMARIES IN DETAIL

PROJECTED EXPENSES		
	IN-KIND *	CASH
Travel		2500
Housing		850
Food		450
Sanction Fees		0
Site Fees		0
Rights/Guarantee Fees		0
Officials		0
Awards/Prize Monies ret to Anglers		24,350
Equipment		400
Rentals		800
Insurance		1200
Security		180
Labor		
Marketing/Promotions		35,908
Administrative Costs		0
Other Expenses (LIST BELOW)		
Total In-Kind Expense		
Total Cash Expense		66,638
TOTAL EXPENSE		66,638

* Definition of In Kind Expense: An In Kind Expense is the use of an In Kind Contribution received from a Contributor who makes an In Kind Contribution.

PROJECTED INCOME		
	IN-KIND*	CASH
Admissions		24,000
Contributions**		
Grants		
Sponsorships**		
Sales		
Room Rebates		
Tourism Funds		25,000
Other Income		
Total In-Kind Income		
Total Cash Income		49,000
TOTAL INCOME		49,000

* Definition of In Kind Contribution: The value of goods or services provided in kind for which money would have otherwise been paid.

** Please provide a summary of current sponsors/contributors including the amount of their cash and/or in-kind contribution.

Please Note: If a grant is awarded, payment/reimbursement occurs after the event by submitting invoices up to the amount granted.

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2008-09. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.

Paul 2 Glynn

Chief Corporate Officer

6/13/08

Date

Seal

Corporation Secretary

6/13/08

Date

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_____

EVENT DATE FROM_____ TO_____

REQUEST # _____

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT $20,000

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

Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?		$ 152.00		$ -
How many **adult out-of state spectator** days expected?		$ 152.00		$ -
How many **out-of state media/professional** days expected?		$ 152.00		$ -
How many **youth out-of state participant** days are expected?		$ 76.00		$ -
How many **youth out-of state spectator** days are expected?		$ 76.00		$ -
How many **in state partipant/spectator/media/ professionals** expected?		$ 68.00		$ -
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	-
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	**$ -**
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	**$ -**
		Non-Taxable	Option Sales	
	Direct Impact	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: 2008 Sanford Chamber Bike Fest Agreement

DEPARTMENT: Economic Development **DIVISION:** Tourism

AUTHORIZED BY: William McDermott **CONTACT:** Fran Sullivan **EXT:** 2906

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an Agreement with Sanford Chamber of Commerce for the 2008 Sanford Chamber Thunder in the Streets Bike Fest in the amount of $10,000.00.

County-wide William McDermott

BACKGROUND:
This annual event brings a significant number of motorcycle enthusiasts and spectators to Seminole County. Bike Fest is strategically scheduled the weekend prior to Daytona Biketoberfest and captures a large percentage of out-of-town guests who extend their stay to take in both events.

Organizers expect attendance to exceed 2007 by at least 15%. Approximately 300 hotel rooms are projected with estimated total direct impact of $13,722,570.

Funds will be used to promote and advertise the event to out-of-town visitors to generate hotel room nights. Pending final approval of the 2008-09 budget, funds are appropriated in Tourism Development's 08-09 promotional budget.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an Agreement with Sanford Chamber of Commerce for the 2008 Sanford Chamber Thunder in the Streets Bike Fest in the amount of $10,000.00.

ATTACHMENTS:

1. Agreement

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

2008 SANFORD CHAMBER BIKEFEST
TOURIST DEVELOPMENT TAX FUNDING AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 2008, by and between **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SANFORD CHAMBER OF COMMERCE,** whose mailing address is 400 East First Street, Sanford, Florida 32771, hereinafter referred to as "CHAMBER".

W I T N E S S E T H:

WHEREAS, the Florida State Legislature enacted Section 125.0104, Florida Statutes, known as the Local Option Tourist Development Act in response to the growing need of Florida counties to provide additional revenue sources for tourist development to stimulate the local economy; and

WHEREAS, the voters of Seminole County approved by referendum the imposition of the Tourist Development Tax on transient rental accommodations in Seminole County; and

WHEREAS, COUNTY, in coordination with the Tourist Development Council, appropriated Tourist Development Tax revenues to assist in promotion and marketing of the Seminole County-based Sanford Chamber Bikefest (hereinafter "Bikefest") to be held October 10-12, 2008, to promote tourism in Seminole County.

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

SECTION 1. TERM. The term of this Agreement is from the date of its execution by the parties through September 30, 2009, 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 CHAMBER fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by CHAMBER after CHAMBER has received notice of termination. Upon said termination, CHAMBER shall immediately refund to COUNTY or otherwise utilize as COUNTY directs any unused funds provided hereunder.

SECTION 3. SERVICES.

(a) CHAMBER shall use funds from this Agreement to promote the Bikefest in a manner as to encourage out-of-County visitors to attend Bikefest. Such effort shall be as described in Exhibit A attached hereto and incorporated herein by reference.

(b) The Seminole County Convention and Visitors Bureau logo with telephone numbers and website address must appear on all promotional material for which reimbursement will be requested.

(c) CHAMBER shall submit proposed advertisement and promotional copy to COUNTY for review and approval prior to publication. Advertising and promotional copy that has not been approved by COUNTY shall not be eligible for reimbursement.

(d) Promotional packages for Bikefest sent out by CHAMBER must contain a list of Seminole County hotels provided by the Seminole County Convention and Visitors Bureau. No other hotel list may be included in the promotional packet. All such promotional packets must be approved by COUNTY prior to distribution in order to qualify for reimbursement.

(e) CHAMBER shall permit a third-party company designated by the COUNTY to conduct on-site surveys during the Event to coordinate the survey process. CHAMBER shall cooperate in making the Event accessible in whatever manner is necessary for completion of the survey.

(f) Post-event preliminary statistics for room nights and economic impact must be submitted to COUNTY no later than thirty (30) days after Bikefest.

(g) A hotel poll reflecting an accurate accounting of room nights used for Bikefest shall be conducted by CHAMBER and submitted to COUNTY no later than thirty (30) days after its conclusion.

(g) CHAMBER shall be required to have and maintain a website for the purpose of promoting tourism to and attendance at Bikefest. Said website shall be linked to the Seminole County Tourism website (www.visitseminole.com) and such link shall be maintained throughout the duration of this Agreement.

(h) Failure to comply with or failure to meet the requirements of this Section, including time deadlines, shall result in termination of this Agreement and forfeiture of all financial assistance rendered to CHAMBER by COUNTY pursuant to this Agreement.

SECTION 4. LIABILITY AND INSURANCE.

(a) **Liability.** COUNTY, its Commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, and/or negligence of CHAMBER, its officers, employees, and agents in the performance of services provided hereunder; and CHAMBER hereby agrees to fully and completely indemnify, insure, and hold harmless COUNTY from and against any liability of whatsoever type or nature howsoever arising, relating in any way to the acts and/or omissions of CHAMBER and its officers, members, agents, and employees.

(b) **Insurance.**

(1) CHAMBER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Commercial General Liability). COUNTY, its officials, officers, and employees shall be

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

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

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

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

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

(A) Companies issuing policies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

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

(C) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, or (ii) fail to maintain the requisite Best's Rating and Financial Size Category, CHAMBER shall, as soon as it has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CHAMBER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CHAMBER shall be deemed to be in default of this Agreement.

(6) Specifications. Without limiting any of the other obligations or liability of CHAMBER, CHAMBER shall, at its sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of Bikefest and shall be maintained in force until this Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(A) Commercial General Liability.

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

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

	LIMITS
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	$1,000,000.00
Each Occurrence Limit	$1,000,000.00

(7) Coverage. The insurance provided by CHAMBER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be excess of and not contributing to the insurance provided by or on behalf of CHAMBER.

(8) Occurrence Basis. The Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

SECTION 5. BILLING AND PAYMENT. COUNTY hereby agrees to provide financial assistance to CHAMBER up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) for all services provided hereunder by CHAMBER during the term of this Agreement in accordance with the project budget and requirements set forth in Exhibit A. Qualified expenditures

are reimbursable upon:

(a) Receipt by COUNTY of the Request for Funds Form, attached hereto and incorporated herein as Exhibit B, from CHAMBER requesting all funds for which the CHAMBER wishes to be reimbursed. The Request for Funds Form shall be completed properly with attached documentation including the original or copies of invoices and canceled checks. Such request by CHAMBER shall only be for services specifically provided for herein necessary to serve Seminole County and as authorized under Section 125.0104, Florida Statutes. Said Request for Funds Form shall be submitted no later than ninety (90) days after Bikefest. Failure to comply with this requirement shall result in termination of this Agreement and forfeiture of all financial assistance granted to CHAMBER under this Agreement.

(b) Verification by the Seminole County Tourism Development Director that CHAMBER is providing the services for which reimbursement is sought and has complied with all provisions of this Agreement including all reporting requirements;

(c) The Request for Funds Form shall be accompanied by a detailed report of the economic impact on COUNTY resulting from Bikefest, funds for which have been provided hereunder. Such report, attached hereto and incorporated herein as Exhibit C, shall include, but not be limited to, the actual number of hotel or motel rooms occupied, restaurant meals consumed and estimated goods and services expenditures; and

(d) Payment requests shall be sent to:

Original: Director
Seminole County Tourism Development
1230 Douglas Avenue, Suite 116
Longwood, Florida 32779

Duplicate: Director, Department of Finance
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

(e) Reimbursement shall be contingent upon CHAMBER's compliance with the requirements as stated in Exhibit A.

SECTION 6. REPORTING REQUIREMENTS. In the performance of this Agreement, CHAMBER shall maintain books, records, and accounts of all activities in compliance with normal accounting procedures. CHAMBER shall transmit and certify interim records with each Request for Funds Form submitted to COUNTY. The Request for Funds Form shall detail costs incurred as referenced in Exhibit A. Additionally, CHAMBER shall submit a financial report within ninety (90) days of project completion or lapse or termination of this Agreement.

SECTION 7. NON-ALLOWABLE COSTS. The purpose for which Tourist Development Tax grant funds are provided to CHAMBER shall not duplicate programs for which monies have been received, committed, or applied for from another source. The monies provided hereunder shall be expended only for the activities or purposes set forth in Exhibit A. Non-reimbursable expenditures include, but are not limited to, legal, engineering, accounting, auditing, planning, feasibility studies, or other consulting services; real property or capital improvements; interest reduction in deficits and loans; prize money, scholarships, awards, plaques, or certificates; private entertainment, lodging, food, and beverages; and wages, salaries, administrative, or travel expenses other than those appearing, if any, in Exhibit A.

SECTION 8. UNAVAILABILITY OF FUNDS. CHAMBER acknowledges that Tourist Development Tax revenues are the source of funding for this Agreement and that no other COUNTY revenues shall or may be utilized to meet COUNTY's obligations hereunder. If, for whatever reason, the funds pledged by COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of COUNTY, by written notice of termination to CHAMBER as provided hereinafter.

COUNTY shall not be obligated to pay for any services provided or costs incurred by CHAMBER after it has received such notice of termination. In the event there are any unused COUNTY funds, CHAMBER shall promptly refund those funds to COUNTY, or otherwise use such funds as COUNTY directs.

SECTION 9. ACCESS TO RECORDS. CHAMBER shall allow COUNTY, its duly authorized agent, and the public access to such of CHAMBER's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions, for inspection and examination in accordance with Florida Statutes.

SECTION 10. LIAISON. CHAMBER shall submit the originals of the Request for Funds form and any other required reports or correspondence to the following:

Director
Seminole County 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, Florida 32779

For CHAMBER:
Joe Montisano, Chairman of the Board
Sanford Chamber of Commerce
705 S. French Avenue
Sanford, Florida 32771

Either of the parties may change, by written notice as provided above, the person or address for receipt of notice.

SECTION 12. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other.

Agreement.

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

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed on the day and year first above written.

ATTEST:

ANN CAUFFMAN
Secretary

(CORPORATE SEAL)

SANFORD CHAMBER OF COMMERCE

By: _____
JOE MONTISANO
Chairman of the Board

Date: 8/4/08

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by
the Board of County Commissioners
at their _____, 2008,
regular meeting.

Attachments:
Exhibit A - Project Description and Expenses
Exhibit B - Request For Funds Form
Exhibit C - Economic Impact Report

AEC/sjs
7/30/08
P:\Users\Legal Secretary CSB\Economic Development\2008 Sanford Chamber Bikefest.doc

EXHIBIT A

PART II APPLICATION FOR FUNDS
TOURIST DEVELOPMENT SPONSORSHIP
FY 2008-09

THE FOLLOWING QUESTIONS MUST BE ANSWERED IN FULL.

I. GENERAL INFORMATION

TO ASSIST US IN EVALUATING THE IMPACT OF YOUR EVENT ON SEMINOLE COUNTY AND TO BETTER UNDERSTAND WHAT SUPPORT YOU ARE REQUESTING, THE FOLLOWING QUESTIONS MUST BE ANSWERED COMPLETELY. DO NOT SKIP ANY INFORMATION WHICH APPLIES TO YOUR EVENT.

1. NAME OF ORGANIZATION
   Sanford Chamber of Commerce

2. ADDRESS: 400 East First Street

   Sanford, Florida 32771

   PHONE 4073222212 FAX 4073228160 EMAIL info@sanfordchamber.com

3. NAME OF EVENT/PROJECT : Thunder in the Streets Bikefest

   DATE OF EVENT October 10,11 &12

   LOCATION OF EVENT: Riverwalk, Ft. Mellon Park and Downtown Sanford

   DESCRIPTION OF EVENT – Fourth Annual Bikefest – Motorcycle showcase, vendor show with Entertainment.

4 CONTACT PERSON: Charles Davis, Committee Chair or Joe Montisano, Board President

5. ORGANIZATION'S CHIEF OFFICIAL: David Taylor

   TITLE: Interim Executive Director

   ADDRESS (IF DIFFERENT FROM ABOVE)

   STREET (Same)

   CITY STATE ZIP

   PHONE FAX EMAIL

6. AMOUNT REQUESTED $ 10,000

7. INTENDED USE OF FUNDS:

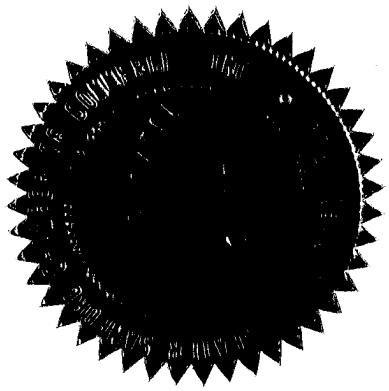
☐ BID GUARANTEE ☒ PROMOTION/MARKETING

8. PLEASE ATTACH AN **ITEMIZED** MARKETING PLAN DETAILING HOW TOURIST TAX DOLLARS WILL BE SPENT TO PROMOTE THIS EVENT, INCLUDING, BUT NOT LIMITED TO PRINT ADVERTISING (BROCHURE/FLYER, MAGAZINE, NEWSPAPER), RADIO/TV, INTERNET OR OTHER MEDIA.

NOTE: ADVERTISING MUST TARGET AUDIENCES TO ATTRACE OVERNIGHT VISITORS TO SEMINOLE COUNTY. DRIVE-DISTANCE MARKETING WILL BE CONSIDERED LOCAL ADVERTISING AND IS NOT ELIGIBLE FOR REIMBURSEMENT.

9. **BE SURE TO HAVE YOUR CHIEF CORPORATE OFFICER SIGN THE APPLICATION AND YOUR SECRETARY AFFIX THE CORPORATE SEAL ON PAGE .**

JOE MONTISANO
CHAIRMAN OF BOARD
SANFORD CHAMBER OF COMMERCE



Sanford Bikefest TDC Funding Budget
Outer Market Advertising

Media Outlet	Area of coverage	Number of Buys	Cost	Total Expense
Cycle Rider Radio	Jacksonville Orlando Tampa	14 week x 4 weeks	$ 85.00	$ 4,760.00
Curves Ahead	Southeastern US	Web Page coverage	$ 200.00	$ 200.00
Florida Bikers Digest	Florida	3 Months	$ 475.00	$ 1,900.00
Born to Ride Magazine	Southeastern U.S.	3 Months	$ 275.00	$ 825.00
Full Throttle Magazine	Southern U.S.	4 Months	$ 225.00	$ 900.00
Dixie Biker Magazine	Southern U.S.	3 Months	$ 200.00	$ 600.00
Event Rack Cards for outer market distribution	Florida and Georgia		$ 920.00	$ 920.00
				$ 10,105.00

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?

The Sanford Chamber of Commerce is a membership organization that serves as an advocate for the business community of Sanford and the Seminole County Area. The Sanford Chambers goal is to create a stable and diverse business environment characterized by widespread industry growth, steady job creation and active networking and information sharing.

Our intent with this event is to bring motorcycle enthusiasts and spectators into our community, booking room nights and spending money here the week before the Daytona bikefest. This influx of visitors will result in tourism dollars being spent in all the associated businesses in the area. In 2007 the Sanford police department estimated we hosted over 60,000 guests for the two and a half day period and expect to exceed that this year by at least 15%.

(2) What services does your organization provide?

The Sanford Chamber of Commerce provides networking opportunities to our members that allows them to make the necessary business contacts to grow their businesses. Other services provided are joint marketing opportunities, educational seminars and presentations and access to the Chambers members for mailing or solicitation.

(3) How will your organization monitor expenditure of funds?

The TDC funds will be used to offset our advertising and marketing expenses, monitored through our accounting software. The Chambers finances are monitored by the Executive Director and overseen and monitored by the Board Treasurer and in turn the board of directors.

(4) How will your event bring additional visitors and hotel room nights to Seminole County?

Thunder in the Streets Bikefest is a two and a half day event that last year attracted an estimated 60,000 guests to the area. By strategically positioning it the weekend before the Daytona Biktoberfest we capture a large percentage of out-of-towners that extend their stay to take in both events and the great fall riding during the week.

(5) What is your organization's experience in managing sponsorships and grants?

The Sanford Chamber of Commerce has managed numerous sponsorships received for a wide variety of events in the past. The sponsorships are attributed toward a specific event of purpose and expenses as the bills arrive.

Provide three (3) years of this event's history, if applicable.

Previous Event: Thunder in the Streets 2007
Date: October 12-14 Location: Same – Riverwalk, Ft. Mellon Park and Downtown Sanford
Contact Name/Phone: Charles Davis, (Event Chair) 407.340.3045
Out-of-State Participants: Est. 8,600* Room Nights Est. 300+ Economic Impact: 6M
*Last years survey was out of County not out of State

Previous Event: Thunder in the Streets 2006
Date: October 5-6 Location: Same – Riverwalk, Ft. Mellon Park and Downtown Sanford
Contact Name/Phone: Charles Davis, (Event Chair) 407.340.3045
Out-of-State Participants: Est.3,000 Room Nights: Est. 100
Economic Impact: Est. 2M

Previous Event: Thunder in the Streets 2005
Date: October 6-7 Location: Same – Riverwalk, Ft. Mellon Park and Downtown Sanford
Contact Name/Phone: Charles Davis, (Event Chair) 407.340.3045
Out-of-State Participants: Est. 200* Room Nights: 0*
Economic Impact: 200k
* 2005 event had a hurricane arrive the same weekend so out of state visitors was very limited as no hotels were available.

III. EVENT INFORMATION (Use additional sheets where necessary.)

(1) NAME OF EVENT: Thunder in the Streets – Sanford Chamber Bikefest

(2) LOCATION OF EVENT: Riverwalk, Ft. Mellon Park and Downtown Sanford

(3) DATE(S) OF EVENT: October 10,11 and 12 NUMBER OF DAYS: 2.5

(4) HAVE FACILITIES BEEN SECURED? YES ☒ NO ☐

(5) SPECIAL SITE REQUIREMENTS? YES ☒ NO ☐
IF YES, PLEASE GIVE DETAILS
Utilizing Fort Mellon Park and surrounding streets in Sanford.

(6) EVENT OWNER (IF OTHER THAN YOUR ORGANIZATION)
NAME: N/A

ADDRESS:

PHONE:

(7) HOW WILL THIS EVENT CONTRIBUTE TO A POSTIVE IMAGE FOR SEMINOLE COUNTY?

The event brings a large number of riders to the County and showcases Seminole County as the natural choice. These riders not only visit the vent but travel in and around the surrounding areas. Today's rider is very different from the stereotype "biker" of the old days. Today it is young professionals who can afford a 20k dollar motorcycle and other people who ride to enjoy the sport and social aspect of these kinds of events. All of these guests may not ever have another reason to visit the County if it was not for events like this one and they all spend real dollars in this community.

(8) DOES THIS EVENT HAVE FUTURE IMPLICATIONS, SPIN-OFFS, OR OTHER CONSIDERATIONS?
Yes as it is an annual event and continues to grow and become a larger and more important economic engine to the County.

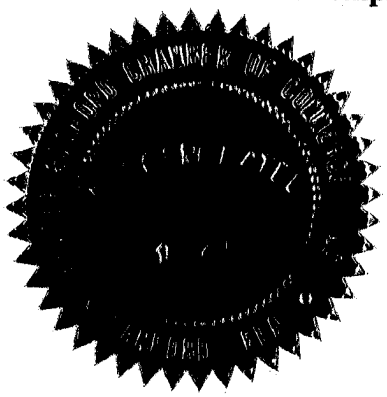
(9) PROJECTED NUMBER OF:
LOCAL PARTICIPANTS: 60,000
LOCAL GUESTS
OUT-OF TOWN PARTICIPANTS: 10,000
OUT-OF-TOWN GUESTS
OUT-OF-TOWN MEDIA: 10

(10) TOTAL NUMBER OF HOTEL ROOMS REQUIRED IN SEMINOLE COUNTY FOR EVENT: This is unknown at this time because of the nature of this event the participants make their own reservations and are not from one group.

(8) PROVIDE THE ESTIMATED DIRECT ECONOMIC IMPACT ON SEMINOLE COUNTY FROM YOUR EVENT. **(PLEASE COMPLETE ECONOMIC IMPACT CALCULATION FORM. (A COPY OF THIS FORM IN EXCEL FORMAT IS AVAILABLE ON www.visitseminole.com)**

CERTIFICATION

I have reviewed this Application for Funds from the Tourist Development Council for FY 2007-08. I am in full agreement with the information contained herein. To the best of my knowledge, the information contained in this Application and its attachments are accurate and complete.



JOE MONTISANO

Chief Corporate Officer

6/20/08

Date

Seal

Corporation Secretary

6/20/08

Date

EXHIBIT C

SEMINOLE COUNTY ECONOMIC IMPACT

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				$ 96,775.00
How many **adult out-of state participant** days expected?	8000	$ 152.00	2.5	$ 3,040,000.00
How many **adult out-of state spectator** days expected?	0	$ 152.00	0	$ -
How many **out-of state media/professional** days expected?	10	$ 152.00	2.5	$ 3,800.00
How many **youth out-of state participant** days are expected?	0	$ 76.00	0	$ -
How many **youth out-of state spectator** days are expected?	0	$ 76.00	0	$ -
How many **in state partipant/spectator/media/ professionals** expected?	62000	$ 68.00	2.5	$ 10,540,000.00
What is the expected event-site spending?				$ 41,995.00
What other expenditures, if any, are anticipated?				$ -
TOTAL DIRECT IMPACT =				**$ 13,722,570.00**

	Direct Impact	Divider	Multiplier	
Total output economic impact:	$ 13,722,570.00		1.5	$ 20,583,855.00
Total earnings impact:	$ 13,722,570.00		0.57	$ 7,821,864.90
Total employment impact:	$ 13,722,570.00	1,000,000	22	301.90

	Direct Impact	Non-Taxable Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ 13,722,570.00	$ 100,000.00	0.06	**$ 817,354.20**

	State Sales Tax Generated	Florida DOR Disbursement Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:	$ 817,354.20	0.09653	**$ 78,899.20**

	Direct Impact	Non-Taxable Sales	Option Sales Tax Rate	
COUNTY LOCAL OPTION SALES TAX:	$ 13,722,570.00	$ 100,000.00	0.01	**$ 136,225.70**

	Estimated Rooms Per Night To Be Secured	Estimated Nights In Town	Approximate Hotel Rooms Secured	Average Room Rate Per Night	
TOTAL HOTEL IMPACT:	150	2	300	$92.00	**$ 27,600.00**

	Total Hotel Impact		Resort Tax Rate	
COUNTY RESORT TAX RECOUPED:	$ 27,600.00		0.03	**$ 828.00**

TOTAL RESORT TAX & STATE SALES TAX RECOUPED BY COUNTY:	**$ 215,952.90**
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:	**$ 215,952.90**

TOTAL EVENT BUDGET

PLEASE COMPLETE THE FOLLOWING EXPENSE AND INCOME SUMMARIES IN DETAIL

* Bikefest Event Budget Attached

PROJECTED EXPENSES		
	IN-KIND *	CASH
Travel		
Housing		
Food		
Sanction Fees		
Site Fees		
Rights/Guarantee Fees		
Officials		
Awards		
Equipment		
Rentals		
Insurance		
Security		
Labor		
Marketing/Promotions		
Administrative Costs		
Other Expenses (LIST BELOW)		
Total In-Kind Expense		
Total Cash Expense		
TOTAL EXPENSE		

* Definition of In Kind Expense: An In Kind Expense is the use of an In Kind Contribution received from a Contributor who makes an In Kind Contribution.

2008 BIKEFEST Budget

INCOME

	ACTUAL
Sponsorship	80,000.00
TDC Marketing	10,000.00
Sanford CRA	7,500.00
- Misc. Sponsorship	2,500.00
Sponsorship SUB-TOTAL:	**100,000.00**
Vendor Revenue	15,000.00
Food Concessions	8,000.00
Water/Soda Concessions	8,000.00
- Info Booth: Ice/Soda/Water	2,000.00
Event Guide	-
Merch./Tshirts/etc. ($2430.36)	4,000.00
Beer/Liquor	50,000.00
T-Shirt Concession	-
Cash To Go (ATM)	250.00
"Margarita Man" (Dan Barber)	1,220.00
Misc. Income: 502.00 + 203.60 Sponsor Tents	500.00
Misc. Income SUB-TOTAL:	**88,970.00**
TOTAL INCOME	**188,970.00**

EXPENSES

Advertising/Promotion	
- Radio	10,000.00
- Magazines	10,000.00
- Newspapers	-
- Website	1,500.00
Advertising/Promotion, cont.	
- Miscellaneous	250.00
- Posters	250.00
- Flyers	1,000.00
- Event Guide	-
- Sponsor Banners/Boards	500.00
- Street Banners (Chamber Bldg.)	200.00
- Street Signs	200.00
Advertising: SUB-TOTAL:	**23,900.00**
Entertainment	
- Bands/Acts	25,000.00
Staging:	
- Stages/Lighting	15,000.00
- Fencing/Scaffold	-
- M/C & Cycle Rider Radio	4,000.00
Entertainment: SUB-TOTAL:	**$ 44,000.00**
Beverages	
- Coke/Water	2,000.00
- Beer	10,000.00
- Alcohol/Mixers	5,000.00
- Ice	1,500.00

- Cups/Paper Goods		200.00
- Sales Tax (Est. 8%)		3,000.00
Beverages: SUB-TOTAL:		**21,700.00**
Logistics		
- City of Sanford		7,500.00
- Public Works		
- Fire Dept.		
- Parks & Rec. Dept.		
- Police Dept.		21,000.00
- Golf Carts		500.00
- Bike Racks		200.00
- Port-O-Lets		3,500.00
- Walkie Talkies		400.00
- Light Towers		500.00
- Generators		5,000.00
- Fuel Service		695.00
- Tents		2,500.00
- Signs (Directional)		200.00
- Children's Play Area		-
Logistics: SUB-TOTAL:		**41,995.00**
Operations		
- Copies/Printing/Postage		
- Permits	$	25.00
- Event Insurance	$	5,500.00
- Badges	$	50.00
- Misc. Expense	$	100.00
- Misc. Supplies	$	500.00
- Event Merchandise:		
- T-Shirts	$	-
VIP Benefits		
500	$	500.00
- Misc. (Plaques/Ribbons)	$	500.00
Operations: SUB-TOTAL:	**$**	**7,175.00**
TOTAL EXPENSES:		**138,770.00**

	INCOME:	188,970.00
LESS -	**EXPENSES:**	138,770.00
	TOTAL NET:	50,200.00

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_____

EVENT DATE FROM_____ TO_____

REQUEST # _____

( ) INTERIM REPORT ( ) FINAL REPORT

TOTAL CONTRACT AMOUNT $20,000

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
Seminole County - Economic Impact

	Quantity	Multiplier	Event days	TOTALS
How much will event organizers spend locally?				
How many **adult out-of state participant** days expected?		$ 152.00		$ -
How many **adult out-of state spectator** days expected?		$ 152.00		$ -
How many **out-of state media/professional** days expected?		$ 152.00		$ -
How many **youth out-of state participant** days are expected?		$ 76.00		$ -
How many **youth out-of state spectator** days are expected?		$ 76.00		$ -
How many **in state partipant/spectator/media/ professionals** expected?		$ 68.00		$ -
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	-
		Non-Taxable		
	Direct Impact	Sales	Sales Tax Rate	
STATE SALES TAX GENERATED:	$ -		0.06	$ -
			Florida DOR	
		State Sales Tax	Disbursement	
		Generated	Multiplier	
STATE SALES TAX REIMBURSED TO COUNTY:		$ -	0.09653	$ -
		Non-Taxable	Option Sales	
	Direct Impact	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: Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $38,132.00 for the project known as Regency Estates Ph 2

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

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

MOTION/RECOMMENDATION:
Approve the Release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $38,132.00 for the project known as Regency Estates Ph 2.

District 1 Bob Dallari Bob Briggs

BACKGROUND:
The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division. Release Maintenance Letter of Credit #07-10-17-06 dated 6/16/2006 (Charles W Clayton Jr.) in the amount of $38,132.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as Regency Estates Ph 2.

STAFF RECOMMENDATION:
Staff recommends the approval and release of the original Water and Sewer Maintenance Agreement with Letter of Credit in the amount of $38,132.00 for the project known as Regency Estates Ph 2.

ATTACHMENTS:

1. Release Ltr and Appvl Ltr

Additionally Reviewed By:
No additional reviews

Charles W. Clayton, Jr.

July 24, 2008

Seminole County Environmental Services Department
500 West Lake Mary Blvd.
Sanford, Florida 32773

Attention: Ms. Becky Noggle

Reference: Maintenance Bond, Regency Estates Ph 2
LOC# 07-10-17-06
Amount - $38,132.00
District #1

Dear Ms. Noggle:

Enclosed you will find a copy of the letter from Chip Tyre, Sr. Utilities Inspector, stating that as of 7/16/08 no maintenance problems or design deficiencies exist at Regency Estates, Ph 2.

Therefore, please direct the Board of County Commissioners to release the above referenced Maintenance Bond.

Sincerely,

Charles W. Clayton, Jr.

Charles W. Clayton, Jr.

Encl.

1190 Park Avenue • Winter Park, Florida 32789

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

July 18, 2008

Charles W Clayton Jr
615 N Wymore Rd.
Winter Park, FL 32789-2828

Re: Maintenance Agreement w/ Letter of Credit

Project Name: Regency Estates Ph 2
LOC# 07-10-17-06
Amount: $38,132.00
District #1

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on **7/16/08** to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Letter of Credit.

As of **7/16/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Chip Tyre
Sr. Utilities Inspector

c: Project File

MAINTENANCE AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 16 day of JUNE, 2006, between _____, hereinafter referred to as "PRINCIPAL" and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain water and sewer improvements, including water lines, sewer lines, lift stations and other appurtenances in that certain subdivision described as REGENCY ESTATES PHASE 2, as recorded in Plat Book 69 Pages 94 & 95, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and

WHEREAS, the aforesaid water and sewer improvements were made pursuant to certain plans and specifications dated 11-7, 2005 (as subsequently revised or amended on _____, 20___) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said water and sewer improvements and to maintain said water and sewer improvements for a period of two (2) years from JUNE 16, 2006; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY, a certain Irrevocable Letter of Credit No. _____ issued by FIRST FLORIDA BANK, in the sum of THIRTY FIVE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS ($35,682). 07-10-17-06

NOW, THEREFORE, the COUNTY agrees to accept the water and sewer improvements into the COUNTY Utility System upon execution of this Agreement and to accept an Irrevocable Letter of Credit as security for the maintenance obligation of the PRINCIPAL.

PRINCIPAL, its heirs, executors, successors, and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of THIRTY FIVE THOUSAND SIX HUNDRED EIGHTY TWO DOLLARS ($35,682) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid water and sewer improvements and maintain said water and sewer improvements for a period of two (2) years from JUNE 16, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure to the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

MIKLER ROAD PROPERTY, LLC

By: Charles W. Clayton Jr

(CORPORATE SEAL)

Date: 5-1-06

I HEREBY CERTIFY that, on this 1ST day of MAY, 2006, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES W. CLAYTON, JR., as ~~President and Secretary~~ MANAGING PARTNER, respectively, of MIKLER ROAD PROPERTY, an LLC organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and that they did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Nancy Husselman
Notary Public Signature

NOTARY PUBLIC NANCY HUSSELMAN
Comm# DD0449051
Expires 7/10/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

WITNESSES:

BRIAN MARTIN

Betty Jean Garrison

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

Gary Lee Rudolph
Utilities Manager

Date: 6/26/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda Items and approved on April 2, 1997.

FIRST FLORIDA BANK

IRREVOCABLE LETTER OF CREDIT

LETTER OF CREDIT NUMBER:	07-10-17-06
ISSUANCE DATE:	June 16th, 2006
APPLICANT:	CHARLES CLAYTON
APPLICANT ADDRESS:	615 NORTH WYMORE RD. WINTER PARK, FL 32789-2828
BENEFICIARY:	SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS 1101 EAST FIRST ST. SANFORD, FL 32771
AMOUNT:	$38,132.00 U.S.D.
DATE OF EXPIRATION:	JUNE 16TH, 2007
PLACE OF EXPIRATION:	AT OUR COUNTERS

Gentlemen:

We hereby establish our Irrevocable Letter of Credit in your favor for the account of Charles Clayton, 615 North Wymore Rd. Winter Park, FL 32789-2828, available by your drafts drawn on us payable at site for any sum of money not to exceed a total of (Thirty eight thousand one hundred thirty two and 00/100 U.S.D.), when accompanied by this Letter of Credit and the following document.

OR

Should you have occasion to communicate with us regarding this credit, kindly direct your communications to the attention of V.John Mikel, Vice President making specific reference to our credit number 07-10-17-06 as follows:

972 A Orange Avenue, Winter Park, Florida 32789
Phone: 407-691-7006 Fax: 407-691-7060

First Florida Bank
972A Orange Avenue
Winter Park, Florida 32789
Phone: (407) 691-7006

Documents Required:

1. The Original Letter Of Credit
2. Written statement from an authorized officer of the Beneficiary as described above without inquiry as to the accuracy of such statement and regardless of whether Applicant disputes the content of such statement.
3. Sight draft.

Partial Drawings are permitted, and this Irrevocable Letter of Credit shall, except to the extent reduced thereby, survive any partial drawings.

Drafts drawn under this Letter Of Credit must indicate: "Drawn under First Florida Bank Letter of Credit No. 07-10-17-06, Dated June 16th, 2006".

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for a one year period from the present or any future expiration date hereof, unless at least 60 (sixty) days prior to any such expiration date, we shall send you by courier letter notice that we have elected not to renew this letter of credit for any such additional period.

This Letter Of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Version), International Chamber Of Commerce Publication 500.

We hereby agree with you that all drafts drawn under and in compliance with the terms of this Letter of Credit will only be duly honored upon presentation and delivery of the documents specified above to the below address on or before June 16th, 2007, unless automatically renewed as set forth within.

All documents are to be remitted to:

First Florida Bank
972A Orange Avenue
Winter Park, Florida 32789

Sincerely,

V. John Mikel
Vice President

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Amendment to the Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes

DEPARTMENT: Environmental Services **DIVISION:** Planning Engineering Inspections

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

MOTION/RECOMMENDATION:
Approve the Amendment to Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes.

District 5 Brenda Carey Bob Briggs

BACKGROUND:
On March 13, 2007, Exhibit "G" to the Conditional Utility Agreement for Sewer Service was approved by the BCC. Section 3b of the Agreement states that "Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System within eight (8) months and complete construction within sixteen (16) months of execution of the Agreement." Due to the economy, the Developer has requested to extend the construction commencement and completion dates to January 2009 and 2010, respectively, with no deviation from the approved cost amount of $41,396.00.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the Amendment to Exhibit "G" Sewer Agreement for the project known as Tesoro Townhomes.

ATTACHMENTS:

1. Agreement

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

AMENDMENT TO EXHIBIT "G" SEWER AGREEMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 20___, and is to that certain Agreement made and entered into on the 13th day of March, 2007, between **METROPOLIS HOMES CO.,** whose address is 128 Colonial Drive, Orlando, Florida 32801, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY,** a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the OWNER and COUNTY entered into the above referenced Agreement on March 13, 2007, to set forth the terms and conditions upon which the COUNTY shall reimburse the OWNER for construction of an off-site sewer system and other appurtenant facilities to serve certain property owned by OWNER; and

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

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

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

Section 3. Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Sewer System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement,

agrees to accept the Sewer System from OWNER and pay for the cost of construction thereof upon completion of the Sewer System. OWNER represents and warrants that:

(a) OWNER shall cause the Sewer System to be designed, permitted and constructed. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the right-of-way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site sewer main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System on or before February 1, 2009 and complete construction of the Sewer System on or before February 1, 2010



(c) OWNER's agreement to construct and convey the Sewer System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other sewer transmission, collection and meter facilities necessary to provide sewer service to OWNER's Property pursuant to the Conditional Utility Agreement For Sewer Service.

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

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

WITNESSES:

Jennifer Florida
Signature

Jennifer Florida
Print Name

Signature

Nasrin Ghaffarpour
Print Name

METROPOLIS HOMES CO

By: _____
MANSOUR MAX SABETI, President

Date: 7-18-08

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that, on this 18 day of July, 2008, before me, the officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mansour Max Sabeti as President of Metropolis Homes Co., a corporation organized under the laws of the State of Florida, who is personally known to me or who has produced _____ as identification and that he did take an oath. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of the corporation.

(NOTARY SEAL)

JENNIFER FLORIDA
MY COMMISSION # DD 368069
EXPIRES: November 2, 2008
Bonded Thru Notary Public Underwriters

Jennifer Florida
Signature

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting.

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

_____
County Attorney

SED/sb
6/24/08
P:\Users\Lkennedy\My Documents\Environmental Services\Amendment To Exh G Sewer.Doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Water Conservation 2009 Public Awareness Campaign Partnership participation funding between St. Johns River Water Management District and Seminole County Government

DEPARTMENT: Environmental Services **DIVISION:** Water and Sewer

AUTHORIZED BY: John Cirello **CONTACT:** Debbie Meinert **EXT:** 2121

MOTION/RECOMMENDATION:
Approve participation in the amount of $25,000.00 to the St. Johns River Water Management Districts 2009 Water Conservation Public Awareness campaign. Authorize department to submit participation form for funding.

County-wide Debbie Meinert

BACKGROUND:
This is an annual recurring partnership participation funding between St. Johns River Water Management District (SJRWMD) and Seminole County. Every year the SJRWMD implements an advertising campaign to educate the public about water conservation practices, with the goal of changing water use behavior, both inside and outside.

STAFF RECOMMENDATION:

Campaign partnership helps meet water conservation education requirements of the consumptive use permits. Staff recommends to approve the participation in the amount of $25,000 to St. Johns River Water Management District, for the 2009 Water Conservation Public Awareness campaign.

Funds are budgeted in FY 2009 of the 087804 Water Conservation budget.

ATTACHMENTS:

1. SJRWMD 2009 WC PA CAMPAIGN

Additionally Reviewed By:
No additional reviews

St. Johns River
Water Management District
Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

May 15, 2008

Ms. Debbie Meinert
Seminole County
500 W. Lake Mary Blvd.
Sanford, FL 32773

Dear Ms. Meinert,

Many areas within the St. Johns River Water Management District are nearing the sustainable limits of groundwater withdrawals. This source will not be able to meet all future demands. The need to develop alternative sources of water is real. However, we can delay the time frame for developing alternative sources of water by increasing our efforts in water conservation.

There are many components to effective water conservation programs, such as regulation, local ordinances, building codes and practices, and public education. All of these actions need to be undertaken. The common denominator among all approaches to water conservation is public acceptance and support. Positive public attitudes about the importance of water conservation is critical to acquiring support for water-conserving rules and regulations, and for the funding needed to successfully implement conservation programs. To achieve the level of conservation required to reduce demand, public perceptions and behaviors must change. The public must be informed about water supply issues and must become engaged in the solutions.

The District's Water Conservation Public Awareness Campaign is designed to achieve this goal. The campaign uses paid advertising to educate and motivate large numbers of people. Using paid media is the most effective and controllable way to communicate to the broadest audience. The campaign is a partnership effort, allowing water supply utilities and the District to provide a clear, consistent water conservation message. Enclosed you will find detailed information about the campaign.

I strongly encourage your participation in this important water conservation program. Please refer to the enclosed participation form for your requested financial contribution. Financial requests are based on utility size. Please complete and return the participation form by Oct. 1, 2008. If you need additional information, contact Malissa Dillon, project manager, at (386) 329-4571. Thank you for your participation. Together, we can make water conservation a way of life in Florida.

Sincerely,

Kirby B. Green III
Executive Director

GOVERNING BOARD

David G. Graham, CHAIRMAN JACKSONVILLE
Susan N. Hughes, VICE CHAIRMAN PONTE VEDRA
Ann T. Moore, SECRETARY BUNNELL
W. Leonard Wood, TREASURER FERNANDINA BEACH
Douglas C. Bournique VERO BEACH
Michael Ertel OVIEDO
Hersey "Herky" Huffman ENTERPRISE
Arlen N. Jumper FORT McCOY
Hans G. Tanzler III JACKSONVILLE

Please complete and return this form by Oct. 1, 2008. Mail form to: Malissa Dillon, Office of Communications and Governmental Affairs, St. Johns River Water Management District, P.O. Box 1429, Palatka, FL 32178-1429.

For more information, call Malissa Dillon at (386) 329-4571.

2009 Water Conservation Public Awareness Campaign

Utility/Agency name: Seminole County

Partnership funding request: $ 25,000.00

Utility/Agency contact: (contact for campaign development and implementation)

Name: Title:
Phone: Fax:
E-mail: Mailing address:
Shipping address:

1. Check here if you would like to participate in the 2009 Campaign. _____
2. Your contribution amount will be: $ _____
3. Check here if you are interested but require additional information. _____
4. The types of additional information you need include the following: _____

   _____
5. Check here if you are interested but require approval of commission/council. _____

   You will seek approval for the contribution amount: $_____

   You will seek approval on the following date: _____

   Check here if you require District assistance in seeking commission/council approval. _____

   Type of assistance required: _____
6. Check here if you are not interested in participating. _____
7. Please let us know why you are not interested in participating. _____

   _____

This form was completed by:

Print name: _____ Signature: _____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Mosquito Control Program - Certified Budget for Grant Funding

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 FY 08/09 Annual Certified Budget Form required to establish the Seminole County Mosquito Program as a state approved program and to secure eligibility to receive grant funds.

County-wide Jennifer Bero, Ed Horvath

BACKGROUND:
On January 8, 2008, the Board of County Commissioners approved the formation of a Mosquito Control Advisory Committee for the purpose of developing policies and addressing service issues related to the countywide Mosquito Control Program. The committee recommended the program be established as scientific and state approved, which staff is pursuing.

To become a State Approved Mosquito Control Program, the Florida Division of Agricultural Environmental Service requires submission of an "Annual Certified Budget for Mosquito Control" form by September 15, 2008. The form was prepared based upon the FY 08/09 tentative county budget as it is due prior to formal budget adoption. Any necessary amendments will be submitted to the state by October 30, 2008.

By qualifying as and maintaining a State Approved Mosquito Control Program, Seminole County is eligible to receive up to $35,000 in grant funding each year beginning FY 08/09. A grant agreement detailing the terms and conditions of the funding will be presented for Board approval at a later date.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the FY 08/09 Annual Certified Budget Form required to establish the Seminole County Mosquito Program as a state approved program and to secure eligibility to receive grant funds.

ATTACHMENTS:

1. Certified Annual Budget

Additionally Reviewed By:

☐ Budget Review (Lisa Spriggs)

CHARLES H. BRONSON

STATE OF FLORIDA
Department of Agriculture and Consumer Services
Division of Agricultural Environmental Service
(850) 922-7011/SunCom 292-7011. Fax (850) 413-7044

Bureau of Entomology and Pest Control
1203 Governor's Square Blvd GS-46
Suite 300
Tallahassee, Florida 32301

ANNUAL CERTIFIED BUDGET FOR MOSQUITO CONTROL

Seminole County Mosquito Control — **FISCAL YEAR October 1, 2008 - September 30, 2009**

RECEIPTS

Acct #	Description	TOTAL	LOCAL	STATE
311	Ad Valorem (Current/Delinquent)	$ 756,150.00	$ 756,150.00	$ -
334.1	State Grant	$ 35,000.00	$ -	$ 35,000.00
362	Equipment Rentals	$ -	$ -	$ -
337	Grants and Donations	$ -	$ -	$ -
361	Interest Earnings	$ -	$ -	$ -
364	Equipment and/or Other Sales	$ -	$ -	$ -
369	Misc/Refunds (prior yr expenditures)	$ -	$ -	$ -
380	Other Sources	$ -	$ -	$ -
389	Loans	$ -	$ -	$ -
TOTAL RECEIPTS		$ 791,150.00	$ 756,150.00	$ 35,000.00
Beginning Fund Balance		$ -	$ -	$ -
Total Budgetary Receipts & Balances		$ 791,150.00	$ 756,150.00	$ 35,000.00

EXPENDITURES

Acct #	Uniform Accounting System Transaction	TOTAL	LOCAL	STATE
10	Personal Services	$ 253,327.00	$ 253,327.00	$ -
20	Per Serv Benefits	$ 88,514.00	$ 88,514.00	$ -
30	Operating Expense	$ 225,000.00	$ 225,000.00	$ -
40	Travel & Per Diem	$ 2,600.00	$ 2,600.00	$ -
41	Communication Serv	$ -	$ -	$ -
42	Freight Services	$ -	$ -	$ -
43	Utility Service	$ -	$ -	$ -
44	Rentals & Leases	$ -	$ -	$ -
45	Insurance	$ -	$ -	$ -
46	Repairs & Maint	$ 7,350.00	$ 7,350.00	$ -
47	Printing and Binding	$ 2,000.00	$ 2,000.00	$ -
48	Promotional Activities	$ -	$ -	$ -
49	Other Charges	$ 9,252.00	$ 9,252.00	$ -
51	Office Supplies	$ 2,000.00	$ 2,000.00	$ -
52.1	Gasoline/Oil/Lube	$ -	$ -	$ -
52.2	Chemicals	$ 124,838.00	$ 101,338.00	$ 23,500.00
52.3	Protective Clothing	$ 1,115.00	$ 1,115.00	$ -
52.4	Misc. Supplies	$ 14,130.00	$ 14,130.00	$ -
52.5	Tools & Implements	$ 10,020.00	$ 10,020.00	$ -
	Operating Equipment <4999	$ 14,950.00	$ 14,950.00	
54	Publications & Dues	$ 3,000.00	$ 3,000.00	$ -
60	Capital Outlay	$ 23,000.00	$ 11,500.00	$ 11,500.00
71	Principal	$ -		$ -
72	Interest	$ -	$ -	$ -
89	Contingency (Current Year)	$ -	$ -	$ -
90	Salary Adjustment	$ 10,054.00	$ 10,054.00	$ -
99	Payment of Prior Year Accounts	$ -		$ -
	TOTAL BUDGET AND CHANGES	$ 791,150.00	$ 756,150.00	$ 35,000.00
0.001	Reserves - Future Capital Outlay	$ -	$ -	
0.002	Reserves - Self-Insurance	$ -	$ -	
0.003	Reserves - Cash Balance to be Carried Forward	$ -	$ -	
0.004	Reserves - Sick and Annual Leave Trans Out	$ -	$ -	
TOTAL RESERVES ENDING BALANCE		$ -	$ -	
TOTAL BUDGETARY EXPENDITURES AND BALANCES		$ 791,150.00	$ 756,150.00	$ 35,000.00

I certify that the budget shown was adopted on this _____ Day of _____ 2008.

SIGNED:_____DATE_____2008.

Chairman of the Board, or Clerk of Circuit Court

SIGNED:_____DATE_____2008.

Bureau of Entomology and Pest Control

AUTHORITY: Chapter 388.341 F.S. **CERTIFIED BUDGET DACS FORM 13617, Rev 9/03**

County of Seminole

I,_____, a Notary Public, certify the signature of the contractor on the foregoing and the document is a true, correct, complete and unaltered copy of the Annual Certified Budget.

_____
Notary Public
My Commission Expires:_____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Hazards Analysis - Grant Agreement

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

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

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,472.00 in grant funds through their Hazards Analysis Program.

County-wide Jennifer Bero, Tad Stone

BACKGROUND:

The Florida Division of Emergency Management (DEM) is awarding grant funds to Seminole County to update the statewide hazards analysis database. Based upon the allocation formula developed by the DEM, Seminole County is entitled to received $6,472.00. Funds would be used for training, overtime, and equipment to conduct investigations of hazardous material sites in the County.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with the DEM. This is a fixed fee, performance-based agreement with its Scope of Work and Schedule of Payments outlined in Attachment B. There is no match requirement.

A corresponding budget amendment request to allocate the funds is presented for Board approval in the Budget Division section of this agenda.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of $6,472.00 in grant funds through their Hazards Analysis Program.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

☐ Budget Review (Lisa Spriggs)

Contract Number: 09CP-04-06-69-01-000

CFSA Number 52.023

STATE-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Seminole County, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Scope of Work - Schedule of Deliverables and Payments, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT

This Agreement shall begin on July 1, 2008 and shall end June 30, 2009, 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 agreed upon shall be valid only when in writing, signed by each of the parties, 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 Higher 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 to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon

request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained 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 it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer 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 documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) 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 Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall 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 non-state entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters

10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, is not required. In the event that the Recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: http://www.state.fl.us/fsaa/statutes.html.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The 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 aurilla.parrish@dca.state.fl.us]
and
Division of Emergency Management
Bureau of Preparedness
Technological Hazards Section
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) If all required reports are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until the above requirements are met or may take such other action as set forth in Paragraph (11) REMEDIES. "Acceptable to the Division", means that the work product was completed in accordance with the Scope of Work - Schedule of Deliverables and Payments (Attachment A) to this Agreement.

(b) The Recipient shall provide additional program updates or information that may be required by the Division.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or 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 Division or 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the

option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, 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 the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin 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) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any

other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state 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 receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name, address, telephone number, fax number and email address of the Division program manager for this Agreement is:

Mr. Timothy Date
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 410-1272
Fax: (850) 488-1739
Email: tim.date@em.myflorida.com

(c) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for the administration of this Agreement is:

Jennifer Bero, Grants Administrator
Fiscal Services Department
1101 East First Street
Sanford, FL 32771
Telephone: (407) 665-7125
Fax: (407) 665-7183
Email: jbero@seminolecountyfl.gov

(d) The name, address, telephone number, fax number and email address of the Representative of the Recipient responsible for management of this Agreement is:

Alan Harris
Office of Emergency Management
1101 East First Street
Sanford, FL 32771
Telephone: (407) 665-5017
Fax: (407) 665-5036
Email: aharris@seminolecountyfl.gov

(e) In the event that different representatives are designated by either party after execution of this Agreement, notice of the name, address, telephone number, fax number and email address, of the new representative will be provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, within thirty (30) days after execution of the subcontract by the Recipient, a copy of the executed subcontract must be forwarded to the Division. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources
Attachment A – Scope of Work - Schedule of Deliverables and Payments
Attachment B – County Facilities Listing
Attachment C – Financial Invoice Form
Attachment D – Hazards Analysis Contract Checklist and CAMEO Guide
Attachment E – Hazards Analysis Site Visit Certification Form
Attachment F – Warranties and Representations
Attachment G – Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Division agrees to pay a fixed fee of up to $6,472.00. Payment will be made in accordance with the provisions of the Scope of Work - Schedule of Deliverables and Payments (Attachment A) of this Agreement.

The sole intent of this Agreement is to provide financial assistance to the Recipient to support the conduct of site-specific hazards analyses and hazardous materials emergency management activities. It is therefore required that all expenditures paid from this fund be directly related to hazardous materials preparedness, response, recovery or mitigation activities. Contract funds are not required to be expended within the contract period; however, all work must be performed during the contract period, including any amendments agreed to by the parties. Any payments received after termination of the Agreement shall be considered payments for work performed pursuant to the Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Chief Financial Officer or the Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs" and mailed directly to the following address:

Department of Community Affairs
Cashier
Finance and Accounting
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED 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 later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This 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.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have 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 $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, 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 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 19(g)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.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any 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) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under 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 Division or be applied against the Division'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 Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(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 of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under 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 Recipient, 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) 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 has 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 is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this

Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating 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 disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

SEMINOLE COUNTY

By:_____

Name and title: Brenda Carey, Chairman

Date:_____

FEID# 59-6000856

STATE OF FLORIDA
DIVISION OF EMERGENCY MANGEMENT

By:_____

Name and Title: W. Craig Fugate, Director

Date:_____

ATTEST:

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

Approved as to form and legality:

_____
County Attorney

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Division of Emergency Management, Florida Hazardous Materials Planning and Prevention Program, Catalog of State Financial Assistance Number 52.023 in the amount of $6,472.00.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. s. 11001, et seq. (SARA).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes

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Attachment A

SCOPE OF WORK - SCHEDULE OF DELIVERABLES AND PAYMENTS

PURPOSE

The data collected under this Agreement will be used to comply with the requirements of the Emergency Planning and Community Right-To-Know Act's planning requirements.

SCOPE OF WORK

TASK 1: Submission and Guidance

Recipient shall submit to the Division a completed hazards analysis that complies with the site-specific hazards analysis criteria outlined in this Attachment for each facility listed in Attachment B. The primary guidance documents are Attachment D (Hazards Analysis Contract Checklist and CAMEO Guide) to this Agreement and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis". All hazards analyses shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing by certified mail, return receipt requested and approved by the Division.

TASK 2: Coordination of Activities

The following includes, but is not limited to, activities to be performed under this Agreement:

A. Recipient shall submit fifty (50) percent of the completed hazards analyses to the Division for the facilities listed on Attachment B by no later than November 1, 2008 and the final fifty (50) percent of the completed hazards analyses shall be submitted to the Division for the facilities listed on Attachment B by no later than February 1, 2009. Later dates may be agreed upon in writing by both parties to this Agreement. The Division will be the sole authority for determining extenuating circumstances and granting extensions to the work submission deadline.

B. Within the period of the Agreement, Recipient shall participate in a technical assistance training session provided by the Division. The Division reserves the right to waive this requirement.

C. Within the period of the Agreement, Recipient shall submit a list of facilities within the Recipient's geographical boundaries that are suspected of not reporting to the State Emergency Response Commission the presence of Extremely Hazardous Substances in quantities at or above the Threshold Planning Quantity, as designated by the U. S. Environmental Protection Agency.

TASK 3: Review and Update of Hazards Analyses

A. Review and update hazards analyses for all facilities listed in Attachment B, which have reported to the State Emergency Response Commission the presence of those specific Extremely Hazardous Substances designated by the U.S. Environmental Protection Agency in quantities at or above the Threshold Planning Quantity. It is required that each Attachment B facility be contacted by on-site visit to ensure accuracy of the hazards analysis. Each applicable facility's hazards analysis information shall be entered into the U.S. Environmental Protection Agency's CAMEO*fm* program. Each facility hazards analysis shall include, but is not limited to, the following items:

(1) Facility Information

(a) Provide the Facility name (per Attachment B)

(b) Facility address

Provide the physical address (no Post Office Box) of the facility.

(c) Facility Identification

Provide the State Emergency Response Commission Code identification number (per Attachment B) and the geographic coordinates (latitude and longitude in decimal degrees).

(d) Facility Emergency Coordinator

Provide the name, title and telephone number (daytime and 24-hour) of the designated facility emergency coordinator.

(e). Transportation Routes

List the main routes used (from the County line to the facility) to transport chemicals to and/or from the facility.

(f) Evacuation Routes

Based on wind direction from the North, South, East and West, identify the route(s) from the facility to exit the Vulnerable Zone(s).

(g) Historical Accident Record

Describe any past releases or incidents that have occurred at the facility. Include date, time, chemical name, quantity and number of persons injured or killed (this information is available from the facility). If it is determined that a facility does not have a historical accident record, that shall be noted.

(2) Hazard Identification

(a) Chemical identities

Provide proper chemical name, Chemical Abstract Service (CAS) number and natural physical state (according to exhibit C of the Technical Guidance for Hazards Analysis) for each Extremely Hazardous Substance present at the facility at any time up to one year prior to the site visit.

(b) Maximum quantity on-site

Express in exact pounds (not range codes) the maximum quantity of each Extremely Hazardous Substance the facility has on-site at any time up to one year prior to the site visit.

(c) Amount in largest container or interconnected containers

Express in pounds the amount of each Extremely Hazardous Substance stored in the largest container or interconnected containers (this is the release amount used to determine the Vulnerable Zone).

(d) Type and design of storage container or vessel

Indicate the storage method of each Extremely Hazardous Substance, i.e., drum, cylinder, tank, and their respective capacities (It is helpful to indicate system types such as manifold versus vacuum as well).

(e) Nature of the hazard

Describe the type of hazard (i.e., fire, explosion) and health effects (acute and chronic) most likely to accompany a spill or release of each Extremely Hazardous Substance.

(3) Vulnerability Analysis

(a) Extent of the Vulnerable Zone

For each Extremely Hazardous Substance present at a facility, provide the estimated geographical area (vulnerable zone) that may be subject to concentrations of an airborne Extremely Hazardous Substance at levels that could cause irreversible acute health effects or death to human populations following an accidental release.

(b) Estimate Facility Population

Provide an estimate of the maximum number of employees present at the facility at any given time, i.e. if the facility is unmanned except for routine maintenance by only one person then, the number of employees present at any given time shall be noted as one.

(c) Critical Facilities

Identify each critical facility by name and each critical facility's maximum expected occupancy, within each vulnerable zone, which are essential to emergency response or house special needs populations (schools, day cares, public safety facilities, hospitals, etc.). If there are no critical facilities within the vulnerable zone, that shall be noted.

(d) Estimate Total Exposed Population

Provide an estimate of the total exposed population (facility employees + general population + critical facilities), within each vulnerable zone, that would be affected in a worst case release scenario.

(4) Risk Analysis (the three ratings {Risk Assessment} at the bottom of the CAMEO*fm* Scenario Page will meet the four requirements below)

(a) Probability of release

Rate the probability of release as Low, Moderate, or High based on observations at the facility. Considerations should include history of previous incidents and current conditions and controls at the facility.

(b) Severity of consequences of human injury

Rate the severity of consequences if an actual release were to occur.

(c) Severity of consequences of damage to property

Rate the potential damage to the facility, nearby buildings and infrastructure if an actual release were to occur.

(d) Severity of consequences of environmental exposure

Rate the potential damage to the surrounding environmentally sensitive areas, natural habitat and wildlife if an actual release were to occur.

B. Identify those facilities in Attachment B for which a hazards analysis was not submitted. Supporting documentation must be provided with a list to account for the facilities for which a hazards analysis was not completed. In addition to the facility name and the State Emergency Response Commission Code identification number, supporting documentation should indicate:

(1) Facility has closed or is no longer in business.

(2) Facility is not physically located in the County (indicate appropriate County location, if known).

(3) Facility does not have Extremely Hazardous Substance(s) on-site or Extremely Hazardous Substance(s) are below the Threshold Planning Quantity. These facilities require:

(a) A Statement of Determination from the facility representative for the previous reporting year; or

(b) A letter from the facility representative fully explaining why the Extremely Hazardous Substance(s) is/are not now present at or above the Threshold Planning Quantity and a date when the Extremely Hazardous Substance(s) was/were removed from the facility.

TASK 4: <u>On-Site Visits</u>

A. Conduct a detailed on-site visit, within the period of this Agreement, of all the facilities listed in Attachment B, to confirm the accuracy and completeness of information in the hazards analysis (Task 3).

B. Submit a completed Hazards Analysis Site Visit Certification Form (Attachment E) to the Division for each facility site visit conducted.

C. Submit (electronically) a site plan map with the State Emergency Response Commission Code identification number and in sufficient detail to identify:

1. Location of major building(s)
2. Location and identification of EHS container(s)
3. Location of major street(s) and entrance(s)
4. North arrow

TASK 5: Submission, Distribution and Notification of the Approved Hazards Analyses

A. Upon Division approval of all required hazards analyses, one (1) copy of each approved hazards analysis (electronic format) shall be submitted to the Division. A complete copy of each approved hazards analysis shall be sent to the applicable Local Emergency Planning Committee and a copy of the transmittal letter shall be submitted to the Division.

B. Upon Division approval of all required hazards analyses, notify all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information, make that information available upon request and submit proof of said notifications to the Division.

C. Ensure that the Hazards Analysis information is reflected in the county Local Mitigation Strategy.

SCHEDULE OF DELIVERABLES AND PAYMENTS

	Deliverable	Due Date	Payment Amount
Payment #1 -	The submitted hazards analyses which have been deemed acceptable by the Division.	11-01-2008	$2,912.40
Payment #2 -	The submitted hazards analyses which have been deemed acceptable by the Division.	02-01-2009	$2,912.40
Payment #3 -	The completed hazards analyses which have been reviewed and approved by the Division, upon the Division receiving proof of distribution of the approved Hazards Analyses to the applicable Local Emergency Planning Committee and upon the Division receiving proof of notification to all facilities (for which a hazards analysis was required), and applicable response agencies, of the availability of the hazards analyses information	Not Applicable	$647.20

Each request for payment shall be initiated by the Division upon receipt of an acceptable Financial Invoice (Attachment C) and the deliverable that meets the requirements of this Agreement.

End Attachment A

ATTACHMENT B - SEMINOLE COUNTY SECTION 302 FACILITIES

2009

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 31076	COSTCO WHOLESALE - 183 741 ORANGE AVENUE ALTAMONTE SPRING FL 32714	COSTCO WHOLESALE CORPORATION 999 LAKE DRIVE ISSAQUAH WA 98027	HENRY MCINTOSH 407-786-7802
6 15997	EMBARQ FLORIDA - ALTAMONTE SPRINGS OFFICE 450 SANFORD AVENUE ALTAMONTE SPRING FL 32701-	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 15999	EMBARQ FLORIDA - LAKE BRANTLEY OFFICE 916 STATE ROAD 434 ALTAMONTE SPRING FL 32714-	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 27935	SEARS ROEBUCK AUTO CENTER - 6995 451 EAST ALTAMONTE DRIVE - SUITE 401 ALTAMONTE SPRING FL 32701-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 407-767-6142
6 15998	EMBARQ FLORIDA - CASSELBERRY OFFICE 1510 LAKE DRIVE CASSELBERRY FL 32707-361	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 22505	EMBARQ FLORIDA - HOWELL CREEK REMOTE 1389 NORTH SEMORAN BOULEVARD CASSELBERRY FL 32707-650	EMBARQ 555 LAKE BORDER DRIVE FLAPKA0206 APOPKA FL 32703	JENNIFER SCARPINO 407-889-1531
6 30663	SAMS CLUB - STORE 8214 355 SEMORAN BOULEVARD FERN PARK FL 32730	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	BERNARD INGRAM 407-260-8109
6 34367	A T AND T MOBILITY - PAYOLA 935 WALLACE COURT LAKE MARY FL 32746	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	RNOC 800-298-3551
6 26266	A T AND T MOBILITY - LAKE MARY TDMA 500 TECHNOLOGY PARK DRIVE LAKE MARY FL 32795-	A T AND T MOBILITY LLC 5565 GLENRIDGE CONNECTOR - SUITE 1725B ATLANTA GA 30342	WIRELESS NETWORK CONT 800-832-6662

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 19228	CONVERGYS INFORMATION MANAGEMENT - LAKE MARY 285 / 287 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	CONVERGYS INFORMATION MANAGEMENT GROUP 285 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	PATRICK FITZGIBBONS 407-771-7721
6 31594	CONVERGYS INFORMATION MANAGEMENT - LAKE MARY 2 225 INTERNATIONAL PARKWAY LAKE MARY FL 32746	CONVERGYS INFORMATION MANAGEMENT GROUP 285 INTERNATIONAL PARKWAY LAKE MARY FL 32746-	PATRICK FITZGIBBONS 407-771-7721
6 29278	NEXTEL SOUTH - LAKE MARY MSO 1150 EMMA OAKS TRAIL - SUITE 100 LAKE MARY FL 32746-	NEXTEL SOUTH 555 LAKE BORDER DRIVE APOPKA FL 32703-5815	CATHY STAFFORD 407-889-6255
6 27863	SIEMENS ICN LAKE MARY - BUILDING 8 635 CENTURY POINT LAKE MARY FL 32746-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	GENE DELONG 407-942-6590
6 27862	SIEMENS ICN LAKE MARY - BUILDINGS 1 AND 2 400 RINEHART ROAD - MAIN PLANT LAKE MARY FL 32746-	SIEMENS INFO AND COMMUNICATION NETWORKS 900 BROKEN SOUND PARKWAY BOCA RATON FL 33487-	GENE DELONG 561-942-6590
6 25855	EAST PENN - MK BATTERY LONGWOOD 1024 SAVAGE COURT LONGWOOD FL 32750-	EAST PENN MANUFACTURING d/b/a MK BATTERY POST OFFICE BOX 147 LYON STATION PA 19536	GARY MULLER 407-331-7771
6 33234	G E CONSUMER FINANCE - WEKIVA SPRINGS 140 WEKIVA SPRINGS ROAD LONGWOOD FL 32779	G E CONSUMER FINANCE 3802 NORTHDALE BOULEVARD TAMPA FL 33624-	RUSSELL SPOR 407-788-4149
6 33008	CITY OF OVIEDO - WEST MITCHELL HAMMOCK WTP 250 WEST MITCHELL HAMMOCK ROAD OVIEDO FL 32765	CITY OF OVIEDO 400 ALEXANDRIA BOULEVARD OVIEDO FL 32765	STEPHEN MEDEIROS 407-971-5684
6 24083	INTERSTATE BATTERY SYSTEM OF ORLANDO 366 LOYD LANE OVIEDO FL 32765-	INTERSTATE BATTERY SYSTEMS OF ORLANDO INC 366 LOYD LANE OVIEDO FL 32765-6774	DAN LOYD 407-366-1190
6 29241	SEARS ROEBUCK AUTO CENTER - 2691 1370 OVIEDO MARKETPLACE BOULEVARD OVIEDO FL 32765-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 847-286-7222

LEPC/SERC Code	Physical Address	Mailing Address	Facility Representative
6 24972	FLORIDA EXTRUDERS INTERNATIONAL 2540 JEWETT LANE SANFORD FL 32771-160	FLORIDA EXTRUDERS INTERNATIONAL 2540 JEWETT LANE SANFORD FL 32771-1600	STEPHEN LITTLE 407-323-3300
6 34975	NEFF RENTAL - SANFORD 500 AERO LANE SANFORD FL 32771	NEFF RENTAL 3750 NORTHWEST 87 AVENUE - SUITE 400 MIAMI FL 33178-	SCOTT CARINI 407-320-9990
6 30643	SAMS CLUB - STORE 4785 1101 RINEHART ROAD SANFORD FL 32771	SAMS EAST INC - CORPORATE COMPLIANCE 508 SOUTHWEST 8 STREET BENTONVILLE AR 72712-0505	JAMIE HUENS 479-204-8453
6 29085	SEARS ROEBUCK AUTO CENTER - 6986 450 TOWNE CENTER SANFORD FL 32771-	SEARS ROEBUCK AND COMPANY 3333 BEVERLY ROAD - A2-238A HOFFMAN ESTATES IL 60179-	MICHAEL OLSEN 407-328-2695
6 4726	T I GROUP AUTOMOTIVE SYSTEMS 2650 JEWETT LANE SANFORD FL 32771-167	T I GROUP AUTOMOTIVE SYSTEMS 2650 JEWETT LANE SANFORD FL 32771-	DON KORFMACHER 321-397-1044
6 7053	CITY OF WINTER SPRINGS - EAST WTP 1 851 NORTHERN WAY WINTER SPRINGS FL 32708	CITY OF WINTER SPRINGS 1126 EAST STATE ROAD 434 CASSELBERRY FL 32708-	KIP LOCKCUFF 407-327-5989

Attachment C
FINANCIAL INVOICE FORM
FOR
HAZARDOUS MATERIALS HAZARDS ANALYSIS UPDATES

RECIPIENT: Seminole County AGREEMENT #_____

	AMOUNT REQUESTED BY THE RECIPIENT	AMOUNT APPROVED BY THE DIVISION
1. First Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
2. Second Payment (45% of contract amount) (50% Hazards Analyses completed/submitted)	$_____	$_____
3. Final Payment(10% of contract amount) (approval, distribution & notification)	$_____	$_____
TOTAL AMOUNT	$_____	$_____

(To be completed by the Division)

I certify that to the best of my knowledge and belief the billed costs are in accordance with the terms of the Agreement.

_____ _____
Signature of Authorized Official/Title Date

TOTAL AMOUNT TO BE PAID AS OF _____

THIS INVOICE $_____

(To be completed by the Division)

Attachment D

HAZARDS ANALYSIS CONTRACT CHECKLIST AND CAMEO GUIDE

	FACILITY INFORMATION
	Facility Name {per Attachment C} **(Facility page)**
	Facility Physical address **(Facility page)**
	SERC Code identification number {per Attachment C, i.e. SERC#XXXXX} **(Department Field on Facility page)**
	Latitude & Longitude in degrees/minutes/seconds {i.e. 30.1917 - 84.3621} **(Map Data tab on Facility page)**
	Facility Emergency Coordinator name, title, phone # {including 24 hr. number} **(Contact tab on Facility page)**
	Transportation Route(s) {from county line to the facility} **(Notes tab on Facility page)**
	Evacuation Route(s) to exit the vulnerable zone **(Notes tab on Facility page)**
	Historical Accident Record {If none, please note} **(Notes tab on Facility page)**
	HAZARD IDENTIFICATION (for each Extremely Hazardous Substance on site)
	Proper chemical name(s) **(Chemical in Inventory page{s})**
	Chemical Abstract Service (CAS) number **(Chemical in Inventory page{s})**
	Natural physical state {i.e. mixture, pure, liquid, solid, gas} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Maximum quantity on-site in pounds **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Amount in largest container or interconnected containers **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	Type and design of storage container(s) {i.e. cylinder, steel drum, carboy etc.} **(Chemical in Inventory page{s}, Location tab)**
	Nature of the hazard {i.e., acute, chronic, fire, pressure etc.} **(Chemical in Inventory page{s}, Physical State and Quantity tab)**
	VULNERABILITY ANALYSIS (for each Extremely Hazardous Substance on site)
	Estimate vulnerable zone {threat zone} radius **(bottom of Scenario page{s})**
	Facility Population {unmanned facilities minimum of one is required for maintenance personnel} **(ID Codes tab on Facility page)**
	Critical Facilities {name of facilities and max occupancy for each} [if none, please note] **(Notes tab on Scenario page{s})**
	Estimate Total Exposed Population(s) {facility + general population + critical facilities} **(Notes tab on Scenario page{s})**
	RISK ANALYSIS (for each Extremely Hazardous Substance on site) (Scenario page{s}) **The three ratings {Risk Assessment} at the bottom of the SCENARIO PAGE(S) will meet the four requirements below**
	Rate probability of release {i.e., low, medium or high}
	Rate severity of consequences of human injury {i.e., low, medium or high}
	Rate severity of consequences of damage to property {i.e., low, medium or high}
	Rate severity of consequences of environmental exposure {i.e., low, medium or high}
	ON-SITE VISITS (within the contract period)
	Completed hazards analysis site visit certification form **(submitted electronically or hard copy)**
	Site plan map (submitted electronically) for each facility, with SERC code number and with sufficient detail to identify:
	Location of major building(s)
	Location of container(s) of Extremely Hazardous Substance(s)
	Location of major street(s) and entrance(s)
	North arrow

The data in the Facility Information, Hazard Identification, Vulnerability Analysis and Risk Analysis sections noted above shall be submitted electronically in a CAMEO*fm* zip file format.

Attachment E

FLORIDA STATE EMERGENCY RESPONSE COMMISSION FOR HAZARDOUS MATERIALS

HAZARDS ANALYSIS SITE VISIT CERTIFICATION FORM

_____
Name of Facility (Please print)

_____
Name of County (Please print)

_____
State Emergency Response Commission (SERC) Code

_____
Name of Facility Representative (Please print)

_____ _____
Facility Representative Signature Site Visit Date

_____
Name of Inspector (Please print)

_____ _____
Inspector's Signature Site Visit Date

The individuals signing above certify that a hazards analysis site visit was conducted on the above date.

Attachment F

Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program in accordance with Paragraph (7) and Paragraph (12) of this Agreement.

(2) If applicable, records that identify adequately the source and application of funds for all federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, un-obligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) If applicable, written procedures to minimize the time elapsing between the transfer of funds to the Recipient from the U.S. Treasury and the issuance or redemption of checks, warrants or payments by other means for program purposes by the recipient. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) If applicable, written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records, including cost accounting records that are supported by source documentation.

Competition

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient. Any and all bids or offers may be rejected when it is in the recipient's interest to do so.

Codes of Conduct

The recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a

financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from at least 9:00 am to 5:00 pm, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

End Attachment F

Attachment G

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, 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 subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Recipient's Name

_____ _____

Name and Title DCA Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-95 - $27,309,406 - Environmental Services - Water and Sewer Funds

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Lin Pok **EXT:** 7177

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) #08-95 through the Water and Sewer Funds in the amount of $27,309,406.00 to increase/decrease funding of capital projects.

County-wide Lin Polk

BACKGROUND:

The various priorities of the Water and Sewer capital project program were recently reviewed with the Consultant. Re-prioritization of certain projects was determined to be in the best interests of the County. The re-prioritization allows currently defined projects with the greatest immediate need to be moved up in the schedule, as well as project increases for revised enhancements.

The following documents were provided by the Project Consultants and are attached:

- Capital Improvement Program Matrix- This document compares the Current Plan (FY 06 - FY13) with the Original Plan (FY 06 - FY FY11). In summary, the Current Plan's projected total cost of $381M, increased $49M over the Original Plan's total cost of $332M. Each project in the plan is identified in the attached Matrix, along with the *projected change over the seven (7) years*. Note, the adjustment amount reported in the Matrix is not the requested adjustment to current fiscal year's budget, as it includes the projected future year changes.
- Project Detail Sheets - These documents provide additional detail for each project. The adjustment being requested for the *current* fiscal year is shown at the top of each page. The total project cost (as reported in the Plan Change Summary) is shown on the project sheets, along with breakdown of prior year costs and projected current/future fiscal year costs.
- BAR 08-95 - This is the official document needing to be approved in order to adjust the *current* fiscal year budget of each project for the amount listed (which correlates to the amount reported at the top of each Project Detail Sheet). There are twenty (20) projects requiring an increase in the current year budget and thirty-eight (38) project budgets being reduced in the current fiscal year.

The attached Budget Amendment Request *increases* reserves $1,641,873 in the Water and Sewer Operating Fund and *decreases* reserves $1,641,873 in the Water and Sewer Bond Fund, Series 2006.

Adjusted reserve balance will be $10,983,468 in the Water and Sewer Operating Fund and $9,076,629 in the Water and Sewer Bond Fund, Series 2006, net of debt service reserve.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a resolution implementing Budget Amendment Request (BAR) #08-95 through the Water and Sewer Funds in the amount of $27,309,406.00 to increase/decrease funding of capital projects.

ATTACHMENTS:

1. Capital Improvement Plan Matrix
2. Project Detail Sheets
3. BAR 08-95

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
Capital Improvement Program

Legend

Blue	Construction Complete
Purple	Under Design
Green	Under Construction
Orange	CIP Consolidated
Red	Deleted CIP

Cell Color Filled = Multi Year project requiring future funding.

Purpose:
This table provides an overview of the execution and budget status of the projects in the Water/Wastewater Capital Improvement Program (CIP). The color coding of the CIP Title indicates the stage of each project. (See Legend). The budgetary comparison of the Original Plan and Current Plan show how each project budget has evolved since the FY06-11 Original Plan worth a total $332M to the Current Plan which adds out year requirements in FY 12 & FY 13 for a total compilation of approximately $380M through 2013.

Projects with blue background project titles require funding beyond the 1st bond to be completed.

CIP	CIP_Title	Original Plan (FY 06 - FY 11)	Current Plan (FY 06 - 13)	Adjustment	Program Comments
21701	WS OVERSIZING/EXTENSIONS	$ 9,106,850.50	$ 4,749,401.98	$ (4,357,448.52)	Lower annual allocations to align to current activity levels.
24803	SCADA SYSTEM UPGRADES	$ 803,650.00	$ 1,074,344.97	$ 270,694.97	Multiple projects for SCADA improvements are underway in both design and construction.
56601	WATER PLANT REHABILITATIONS	$ 6,145,936.25	$ 5,621,565.68	$ (524,370.57)	Multiple projects for Greenwood Lakes, Lake Hayes, Heathrow and Lynwood. Design and construction for the projects will occur through FY2011. Cost increase due to recommendations in updated Water Master Plan and further assessments performed as part of revalidation.
63601	CHAPMAN ROAD UTILITY ADJUST	$ -	$ 3,588,843.11	$ 3,588,843.11	Project design is completed. Construction scheduled beyond FY2011.
64501	WATER DISTRIBUTION UPGRADES	$ 2,017,628.75	$ 6,192,567.05	$ 4,174,938.30	Original budget lacked definition since Water Master Plan Update was not complete. Upon completion of Water Master Plan, the following projects were identified: Interconnect Improvements (multiple annual projects), NE/NW service area pipeline (2nd bond), and Lake Harriet pipeline (2nd bond).
64605	EDEN PARK ROAD WATER MAIN	$ 493,179.00	$ 6,759.00	$ (486,420.00)	Combined cost to Bunnel Road (CIP 178101)
64606	EAST LAKE DRIVE WATER MAIN	$ 253,260.00	$ 816,857.37	$ 563,597.37	Construction complete.
64702	LOCKWOOD ROAD WATER MAIN	$ 305,971.00	$ 297,598.14	$ (8,372.86)	Construction complete.

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
Capital Improvement Program

Legend	
Blue	Construction Complete
Purple	Under Design
Green	Under Construction
Orange	CIP Consolidated
Red	Deleted CIP
Cell Color Filled = Multi Year project requiring future funding.	

Purpose:
This table provides an overview of the execution and budget status of the projects in the Water/Wastewater Capital Improvement Program (CIP). The color coding of the CIP Title indicates the stage of each project. (See Legend). The budgetary comparison of the Original Plan and Current Plan show how each project budget has evolved since the FY06-11 Original Plan worth a total $332M to the Current Plan which adds out year requirements in FY 12 & FY 13 for a total compilation of approximately $380M through 2013.

Projects with blue background project titles require funding beyond the 1st bond to be completed.

CIP	CIP_Title	Original Plan (FY 06 - FY 11)	Current Plan (FY 06 - 13)	Adjustment	Program Comments
65001	LYNWOOD STMWTR	$ -	$ 1,639.71	$ 1,639.71	Project deleted.
65101	LAKE EMMA RD UTILITY ADJUSTMENT	$ 2,177,018.91	$ 1,956,822.92	$ (220,195.99)	Design is complete and project will be bid in FY08. Cost adjustment due to completion of final design and updated cost estimates.
65201	MINOR ROADS UTILITY UPGRADES	$ 3,041,899.00	$ 7,965,592.35	$ 4,923,693.35	Multiple annual projects. Increase cost due to prior unidentified public works projects.
67201	CR15 UTILITY ADJUSTMENTS	$ 1,246,883.00	$ 792,874.29	$ (454,008.71)	Currently under construction. Cost reduced in validation.
82904	PUMP STATION UPGRADES	$ 1,441,425.00	$ 7,181,289.07	$ 5,739,864.07	Multiple annual projects for pump station upgrades. Cost increase due to additional scope including combining emergency power/odor control and additional pump stations. Includes scope from CIP 2000501, CIP 201201 and CIP 253701.
83101	COLLECTION SYSTEM UPGRADES	$ 379,710.50	$ 4,157,130.07	$ 3,777,419.57	Multiple projects for collection system upgrades. Budget adjustment due to increased scope from Wastewater Master Plan Update.
115701	CHEMICAL FEED SYSTEMS UPGRADE	$ 495,514.20	$ 541,840.69	$ 46,326.49	Work complete. Additional chemical feed system improvements will be incorporated in water treatment plant projects.
137001	CHAIN LINK FENCE AT YANKEE	$ -	$ 7,252.00	$ 7,252.00	Work completed.

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164301	YANKEE LK ALTERNATIVE WATER	$ 314,780.00	$ 5,496,313.24	$ 5,181,533.24	Development of regionalization of Yankee Lake Surface Water Facility. Cost increase due to additional scope in development of regionalization plan.
164501	EASTERN REGIONAL RECLAIMED	$ 1,391,910.00	$ 3,476,656.87	$ 2,084,746.87	City of Orlando required additional funds for partners in Iron Bridge WWTF due to increased project cost.
164601	SEMINOLE COUNTY/CITY OF OVIEDO	$ 237,166.00	$ 852,820.32	$ 615,654.32	Project construction complete; however, City of Oviedo is still settling potential construction claims.
168801	SE/LK HAYES WTR MAIN PHASE II	$ 4,570,746.50	$ 3,615,613.03	$ (955,133.47)	Water transmission main required in Water Master Plan. Revised cost estimate based on final design drawings. Project will be advertised for bids in August.
178101	BUNNEL ROAD UTILITY ADJUSTMENTS	$ 106,840.00	$ 438,927.00	$ 332,087.00	Utility relocation due to public works roadway project. Combined cost from Eden Park (CIP 64605)
178201	MARKHAM WOODS ROAD UTILITIES	$ 1,281,344.00	$ 518,249.30	$ (763,094.70)	Reclaimed main along Markham Woods to support Phase 1 Reclaimed Retrofit Project. Project construction complete. Remaining scope being accomplished in CIP 182301.
178301	COUNTRY CLUB WELL #3	$ 1,460,246.00	$ 2,751,312.23	$ 1,291,066.23	Upgrade of Country Club WTF. Combined cost from Country Club Storage Tank (CIP 195401) and NE Improvements (CIP212801)

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180601	RANCHLAND TRAIL WATER MAIN	$ 394,554.00	$ -	$ (394,554.00)	Project deleted. Project is dependent on development in area and would be a potential Exhibit G project.
181201	YANKEE LAKE RECLAIMED MAIN	$ 2,443,142.00	$ 2,536,284.11	$ 93,142.11	Reclaimed main from Yankee Lake WRF along Yankee Lake Rd. Construction complete
181601	YANKEE LK SURFACE WATER PLANT	$ 38,272,500.50	$ 59,295,640.72	$ 21,023,140.22	Phase 1 of Surface Water Treatment Facility to provide water augmentation source. Project has been designed and bid. Bid has expired. Project will be rebid upon issuance of SJRWMD and FDEP permits. Project increase due to CUP defense and redesign due to FDEP permit issues.
182301	MARKHAM WOODS RD UTILITIES, PH II	$ 1,710,346.50	$ 4,787,192.54	$ 3,076,846.04	Water and reclaimed main along Markham Woods Road to Markham Road. Combined cost from CIP 193501 and some scope from CIP 193101 and 178201.
182801	SR426-SR434 PUMP STATION	$ 745,200.00	$ 139,990.00	$ (605,210.00)	Project deleted. Project completed as an Exhibit G and funded under CIP 21701
182901	GREENWOOD LK RECLAIM TANK 2	$ 1,633,174.00	$ 1,910,601.45	$ 277,427.45	New 1.75 MG reclaimed water storage tank. Cost increase due to redesign of shelved design and additional scope for automation of flow diversion. Construction complete.

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193101	MARKHAM WOODS RD WTR MAIN	$ 1,337,455.00	$ 982,760.99	$ (354,694.01)	Water main along Markham Woods Road. Project funding also from CIP 182301.
193201	FIRE FLOW IMPROVEMENTS	$ 368,629.00	$ 1,358,648.19	$ 990,019.19	Project includes upgrade of 120 fire hydrants and interconnect with Utilities Inc. for Lake Brantley WTF. Cost increase due to construction of Lake Brantley in two phases, easement acquisition and depth of pipe to replace hydrants.
193301	LK MONROE GROUND STORAGE TANK	$ 1,320,166.60	$ 282,625.29	$ (1,037,541.31)	Minor upgrades to facility required until facility is placed out of service in 2013. Cost decrease due to deletion of ground storage tank replacement.
193401	SR436 WATER MAIN	$ 367,752.00	$ -	$ (367,752.00)	Project deleted. Further investigation showed that easement issues would make construction difficult and that hydraulically was not a necessity.
193501	MARKHAM WOODS RD UTILITIES	$ 1,512,724.00	$ -	$ (1,512,724.00)	Combined to 182301 Markham Woods Rd Utilities Phase II
193601	BEAR LAKE RD WATER INTERCONNECT	$ 293,555.18	$ 725,604.00	$ 432,048.82	Inteconnect in SW service area with Orange County to provide system reliability. Cost increase due to rerouting of pipe.
193701	LONGWOOD-LAKE MARY RD POTABLE WATER MAIN	$ 489,502.00	$ -	$ (489,502.00)	Project deleted based on improvements performed previously as part of roadway improvements.

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193801	SE/LK HAYES WATER MAIN PHASE III	$ 574,573.33	$ 4,889.43	$ (569,683.90)	Project deleted. Further investigation showed that project was not required after completion of pipeline improvements installed as part of SR434 and Lake Hayes roadway improvements
194001	WEATHER STATIONS	$ 69,456.00	$ -	$ (69,456.00)	Project combined to water treatment plant improvement projects.
194101	AUTOMATED VALVE INSTALLATIONS	$ 617,853.50	$ 8,566.22	$ (609,287.28)	Project deleted. County revised plans regarding automation of interconnects.
194301	UTILITY INFORMATION SYSTEMS	$ 134,010.00	$ 87,201.81	$ (46,808.19)	Projects completed. Additional work will be performed under CIP 24803.
194501	YANKEE LAKE CHLORINE CONTACT TANK	$ 9,862,912.00	$ -	$ (9,862,912.00)	Project deleted. Evaluation performed under CIP 195201 determined improvements could be reduced and combined with CIP 195201.
194701	WATER QUALITY TELEMETRY SYSTEM	$ 893,025.00	$ -	$ (893,025.00)	Project deleted.
194901	SAND LAKE RD FORCE MAIN ADJUST	$ 136,262.50	$ 7,452.00	$ (128,810.50)	Project deleted. Public works has delayed bidding project until 2014.
195201	YANKEE LK PLANT EXPANSION RERATE	$ 11,583,706.00	$ 24,804,949.15	$ 13,221,243.15	Two phased upgrade and expansion of the Yankee Lake WRF. Cost increase based on updated Wastewater Master Plan and condition assessment. Includes work from CIP 194501 and CIP 199701.

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195401	COUNTRY CLUB STORAGE TANK	$ 502,326.56	$ -	$ (502,326.56)	Upgrade of Country Club WTF. Combined cost to Country Club Well No. 3 (CIP 178301)
195501	WATER QUALITY IMPROVEMENTS	$ 16,836,090.00	$ 304,646.43	$ (16,531,443.57)	The Phase 1 of the Water Quality Master Plan did not recommended any additional pipe line improvements for water quality.
195701	WATER QUALITY PLANT UPGRADES	$ 41,262,050.88	$ 43,974,554.29	$ 2,712,503.42	Upgrade of Southeast and Lynwood WTFs including ozone treatment conversion. Southeast design is included in FY 07-FY11 budget; however remainder of projects slated to start in 2012.
199701	YANKEE LAKE WRF FUEL TANK REPLACEMENT	$ 223,256.25	$ -	$ (223,256.25)	Project deleted. Work was combined to Yankee Lake WRF Rerate (CIP 195201)
199901	GWL SLUDGE SYSTEM	$ 827,177.00	$ 773,092.20	$ (54,084.80)	Project under construction to be completed Fall 2008.
200401	MARKHAM AQUIFER STORAGE WELL	$ 381,881.24	$ 364,845.57	$ (17,035.67)	ASR test well program in partnership with the SJRWMD.
200501	CRITICAL WELL SITES - EMERGENCY POWER SYSTEM	$ 702,835.00	$ -	$ (702,835.00)	Combined to Emergency Power Generators (CIP 201201)
200901	AAA DRIVE RECLAIMED WATER MAIN	$ 560,868.00	$ -	$ (560,868.00)	Reclaimed water main completed as Exhibit G under CIP 21701.
201101	CONSUMPTIVE PERMIT	$ 1,519,153.00	$ 2,248,235.52	$ 729,082.52	Permitting assistance to obtain consolidated groundwater CUP. Cost increase due to additional requests for information by the SJRWMD.

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201201	EMERGENCY POWER SYSTEMS	$ 2,539,717.50	$ 1,523,269.38	$ (1,016,448.12)	Installation of new emergency power generators at lift stations and well sites. All future units will be installed under CIP82904.
201301	MAIN REPLACEMENT-PUBLIC WORKS COUNTY SURTAX	$ 2,555,600.00	$ 2,509,860.60	$ (45,739.40)	Utility relocation construction for the 436/Red Bug Flyover. No funding required before 2012 due to delay in Public Works schedule.
201501	POTABLE WELL IMPROVEMENTS	$ 1,390,223.00	$ 1,935,529.52	$ 545,306.52	Upgrades of potable wells to current well head protection standards and other well upgrades. Additional funding required due to recent well condition evaluations performed to investigate water quality issues.
203101	SECURITY IMPROVEMENTS	$ 1,339,055.00	$ 934,700.02	$ (404,354.98)	Enhances the capability and cost effectiveness of the existing system, and provides design standards for future facilities.
203201	FWS WATER SYSTEM UPGRADES	$ 6,599,452.00	$ 2,295,527.53	$ (4,303,924.47)	Former Florida Water Service area distribution system improvements. Required budget decrease after analysis of Apple Valley distribution system.

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203301	FWS WATER PLANT UPGRADES	$ 5,860,849.00	$ 1,923,432.93	$ (3,937,416.07)	Upgrade of Florida Water Service Plants. Completion of Economic Analysis comparing plant upgrades to interconnection with local utilities concluded that inconnection with local utilities would be the most cost effective .
203401	HANOVER WATER PLANT GS TANK	$ 649,421.20	$ -	$ (649,421.20)	Project deleted.
203601	YANKEE LAKE RD WATER MAIN	$ 694,575.00	$ 584,272.27	$ (110,302.73)	Potable water main from Yankee Lake WRF along Yankee Lake Rd. Project construction complete. Cost reduction due to a favorable bid environment.
203701	AQUIFER PERFORMANCE TESTS	$ 364,612.50	$ -	$ (364,612.50)	Project combined to CUP Consolidation Project (CIP 201101).
203801	FERN PARK WATER SYSTEM UPGRADES	$ 425,250.00	$ 361,246.85	$ (64,003.15)	Potable water system in Fern Park area. Project construction complete. Cost reduction due to a favorable bid environment.
203901	APPLE VALLEY PUMP STATION UPGRA	$ 283,500.00	$ 451,970.73	$ 168,470.73	Pump station replacement due to poor condition. Scope increase due to required pipe relocation. Project currently under construction.
204001	TRI-PARTY OPTIMIZATION PROGRAM	$ -	$ 2,526,506.01	$ 2,526,506.01	Reclaimed water partnership with Sanford and Lake Mary. Additional project funding required due to regulatory issues.

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207801	ORANGE BLVD UTILITY ADJUSTMENTS	$ 4,734,033.00	$ 2,196,144.76	$ (2,537,888.24)	Potable, wastewater, and reclaimed pipeline construction in conjunction with roadway improvements. Project construction currently underway. Cost reduction due to a favorable bid environment. (Companion projects: CIP 217701 and CIP 247901)
212801	NE WATER PLANT UPGRADES	$ 446,512.50	$ -	$ (446,512.50)	Upgrade of Country Club WTF. Combined cost to Country Club Well No. 3 (CIP 178301)
212901	SW WATER MAIN IMPROVEMENTS	$ 367,126.50	$ 2,276,983.00	$ 1,909,856.50	Potable water improvements in Southwest service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost increase due to more defined scope of work.
214301	BALMY BEACH DRIVE WATER MAIN	$ 119,055.00	$ 2,524,364.00	$ 2,405,309.00	Potable water improvements as recommended in Water Master Plan for hydraulic improvements. Cost increase due to more defined scope of work.
214401	SE AREA POTABLE WATER TRANS MAIN PH IV	$ 571,536.00	$ -	$ (571,536.00)	Project deleted. Further investigation showed that project was not required after completion of pipeline improvements installed as part of SR434 and Lake Hayes roadway improvements
214501	WALKER ROAD POTABLE WATER MAIN	$ 258,722.00	$ -	$ (258,722.00)	Project deleted. Project anticipated to be developer driven.

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214701	RISING SUN BLVD WATER MAIN	$ 233,214.00	$ 451,180.75	$ 217,966.75	Potable water improvements in Southeast service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost increase due to increased scope of work.
214801	DODD ROAD WATER MAIN PHASE II	$ 941,838.00	$ 1,794,551.00	$ 852,713.00	Potable water improvements in Southeast service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost increase due to increased scope of work.
214901	GRAND ROAD WATER MAIN UPGRADE	$ 263,036.00	$ 431,172.00	$ 168,136.00	Potable water improvements in Southeast service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost increase due to more defined scope of work.
215101	ALOMA WOODS FORCE MAIN	$ -	$ -	$ -	Project deleted.
216401	IRON BRIDGE AGREEMENT	$ 6,264,715.00	$ 11,614,295.07	$ 5,349,580.07	Seminole County's cost share for Iron Bridge WRF improvements. Cost increase due to requirements of the City of Orlando.

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216501	ELDER RD/ORANGE BLVD WATER MN	$ 2,061,318.00	$ 3,512,828.90	$ 1,451,510.90	Potable water improvements in Northwest service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost increase due to increased scope of work.
216601	MARKHAM PLANT WELLS 4 & 5	$ 3,529,577.00	$ 2,218,876.24	$ (1,310,700.76)	Construction of fourth well at Markham Regional WTF required to provide additional capacity and reliability to Northwest service area. Cost reduction due to further analysis of demand requirements that allowed deletion of construction of Well No. 5.
216701	MARKHAM PLANT H2S TREAMENT	$ 5,798,142.00	$ 27,126,530.62	$ 21,328,388.62	Upgrade of Markham WTF including ozone treatment conversion to remove hydrogen sulfide. Original scope/budget was based on old project scope. New scope based on updated Water Quality Master Plan recommendations.
216901	LONGPOND RD WATER MAIN	$ 1,097,480.08	$ 1,050,490.46	$ (46,989.62)	Potable water improvements in Northwest service area as recommended in Water Master Plan for hydraulic and condition improvements. Cost reduction due to favorable bid environment.

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217101	HEATHROW BLVD RECLAIM MAIN	$ 3,721,713.50	$ 4,896,699.69	$ 1,174,986.19	Reclaimed water system transmission main in Northwest service area as recommended in Reclaimed Water Master Plan for capacity. Cost increase due to more defined scope of work.
217201	RESIDENTIAL RECLAIMED RETROFIT P II	$ 7,827,193.00	$ 10,750,536.54	$ 2,923,343.54	Neighborhood reclaimed water retrofit in Alaqua Lakes subdivision as required in CUP and effluent management plan. Cost increase due to increased scope of work.
217301	RESIDENTIAL RECLAIM RETROFITS P I	$ 9,196,752.00	$ 8,883,676.73	$ (313,075.27)	Neighborhood reclaimed water retrofit as required in CUP and effluent management plan. Cost increase due to increased scope of work.
217401	LONGWOOD/MARKHAM RD UTILITIES	$ 7,768,754.00	$ 4,540,064.55	$ (3,228,689.45)	Construction of water, wastewater and reclaimed main. Design and construction via Exhibit G
217601	NW RECLAIM AUGMENTATION WELLS	$ 215,381.00	$ 161,422.79	$ (53,958.21)	Project Deleted
217701	ORANGE BLVD UTILITY ADJUSTMENTS	$ 4,592,174.50	$ 2,187,134.27	$ (2,405,040.23)	Potable, wastewater, and reclaimed pipeline construction in conjunction with roadway improvements. Project construction currently underway. Cost reduction due to a favorable bid environment. (Companion projects: CiP 207801 and 247901)

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217801	MARKHAM RECLAIM STORAGE/REPUMP	$ 3,208,225.00	$ 4,172,205.98	$ 963,980.98	Reclaimed water storage and repump facility in the Northwest Service Area as required in the Reclaimed Water Master Plan. Cost increase due to incorporation of augmentation to provide system reliability.
218001	SYLVAN LK FORCE MN	$ 2,079,728.50	$ 252,969.88	$ (1,826,758.62)	Force main along Lake Markham Road. Design completed to 30%. Project was deleted after further analysis of system .
218301	NW COLLECTION SYSTEM UPGRADES	$ 802,056.25	$ 1,990,446.15	$ 1,188,389.90	Collection system upgrades as recommended in the Wastewater Master Plan. Cost increase due to increased scope of work.
219201	COMPUTERIZED MAINTENANCE MANAG	$ 4,150,825.00	$ 990.00	$ (4,149,835.00)	Project Deleted from CIP. Work will be performed by Operations.
219501	ELDER ST FORCE MAIN	$ 472,468.00	$ -	$ (472,468.00)	Project combined to Orange Blvd/Elder Road Improvements (CIP 216501)
219701	SR 46 FORCE MAIN UPGRADE	$ 7,966,272.00	$ 11,327,092.00	$ 3,360,820.00	Collection and reclaimed system upgrade as recommended in the Wastewater and Reclaimed Water Master Plans. Cost increase due to addition of reclaimed main to the project.
223001	RESIDENTIAL RECLAIMED RETROFIT P III	$ 7,696,230.00	$ 10,403,769.62	$ 2,707,539.62	Neighborhood reclaimed water retrofit as required in CUP and effluent management plan. Cost increase due to increased scope of work.

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
Capital Improvement Program

Legend	
Blue	Construction Complete
Purple	Under Design
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Orange	CIP Consolidated
Red	Deleted CIP
Cell Color Filled = Multi Year project requiring future funding.	

Purpose:
This table provides an overview of the execution and budget status of the projects in the Water/Wastewater Capital Improvement Program (CIP). The color coding of the CIP Title indicates the stage of each project. (See Legend). The budgetary comparison of the Original Plan and Current Plan show how each project budget has evolved since the FY06-11 Original Plan worth a total $332M to the Current Plan which adds out year requirements in FY 12 & FY 13 for a total compilation of approximately $380M through 2013.

Projects with blue background project titles require funding beyond the 1st bond to be completed.

CIP	CIP_Title	Original Plan (FY 06 - FY 11)	Current Plan (FY 06 - 13)	Adjustment	Program Comments
223101	RESIDENTIAL RECLAIM RETROFIT PH IV	$ 20,405,133.06	$ 6,686,491.82	$ (13,718,641.24)	Neighborhood reclaimed water retrofit as required in CUP and effluent management plan. Cost decrease due to evaluation during revalidation.
223201	RESIDENTIAL RECLAIM RETROFIT PH V	$ 10,221,262.00	$ 6,231,012.00	$ (3,990,250.00)	Neighborhood reclaimed water retrofit as required in CUP and effluent management plan. Cost decrease due to evaluation during revalidation.
227401	GREENWOOD RECLAIM PLANT RERATE	$ 3,617,550.00	$ 18,890,487.86	$ 15,272,937.86	Upgrade and rerate of the Greenwood Lakes WWTF. Cost increase due to recommendations in the Wastewater Master Plan based on condition assessment of the facility.
243301	GWL RIB SITE RECLAIMED BOOSTER	$ 805,938.75	$ -	$ (805,938.75)	Project deleted as recommended in the update of the Water Master Plan.
243501	INDIAN HILLS WTF UPGRADE	$ 902,940.00	$ 4,419,872.00	$ 3,516,932.00	Upgrade of Indian Hills WTF. Cost increase due to recommendations in the Water Master Plan and further investigations during revalidation.
247901	ORANGE BLVD RECLAIM MAIN	$ 3,559,430.00	$ 2,081,959.89	$ (1,477,470.11)	Potable, wastewater, and reclaimed pipeline construction in conjunction with roadway improvements. Project construction currently underway. Cost reduction due to a favorable bid environment. (Companion projects: CIP 207801 and CIP 217701)

SEMINOLE COUNTY
ENVIRONMENTAL SERVICES
Capital Improvement Program

Legend

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Purpose:
This table provides an overview of the execution and budget status of the projects in the Water/Wastewater Capital Improvement Program (CIP). The color coding of the CIP Title indicates the stage of each project. (See Legend). The budgetary comparison of the Original Plan and Current Plan show how each project budget has evolved since the FY06-11 Original Plan worth a total $332M to the Current Plan which adds out year requirements in FY 12 & FY 13 for a total compilation of approximately $380M through 2013.

Projects with blue background project titles require funding beyond the 1st bond to be completed.

CIP	CIP_Title	Original Plan (FY 06 - FY 11)	Current Plan (FY 06 - 13)	Adjustment	Program Comments
249801	CRA FERN PARK UTILITIES	$ 931,093.00	$ 708,585.89	$ (222,507.11)	Utility relocation in conjunction with roadway improvements. Project construction currently underway. Cost reduction due to a favorable bid environment.
250201	METER REPLACEMENT PROGRAM	$ 3,701,710.50	$ -	$ (3,701,710.50)	Project Deleted from CIP. Work will be performed by Operations.
253701	PUMP STATION ODOR CONTROL	$ 560,673.50	$ 13,781.24	$ (546,892.26)	Installation of new odor control units at lift stations. All future units will be installed under CIP82904.
254101	RING PLANT HOLDING TANK UPGRADE	$ 16,732.00	$ -	$ (16,732.00)	Project completed in 2006 under budget.
254201	I-4/B1 RAMP US17-92 UTILITY FN242702	$ 45,681.00	$ 81,165.06	$ 35,484.06	Utility relocation as part of roadway improvements. Construction complete.
254202	I-4 SR 46 UTILITY FIN 407573	$ 481,713.00	$ 1,208,850.00	$ 727,137.00	Utility relocation as part of roadway improvements. Cost increase due to increased scope of work.
255001	GREENWOOD LAKES WWTP MONITOR	$ -	$ 79,710.21	$ 79,710.21	Design, construct, and install new controls at GWL WWTF
255201	WASTEWATER RECLAIM MASTER PLAN	$ 2,938,234.00	$ 969,230.24	$ (1,969,003.76)	Update of Wastewater Master Plan completed in July 2007. Next update not yet scheduled.
	40100.999903.599998 Reserves for Contingency		$ -	$ -	
	40105.999915.599994 Reserve for Capital Improvements		$ (449,401.00)	$ (449,401.00)	
999999	MARKHAM RD RECLAIM MAIN		$ 3,281,763.00	$ 3,281,763.00	
		$ 332,122,519.50	380,714,299.35	48,591,779.85	

CIP No. 00021701 – OVERSIZING/EXTENSIONS-WATER

Account Number	Project #	Account Title	Amount
40102.087879.560650	00021701	Oversizing/Extensions-Water	$287,571
40103.087880.560650	00021701	Oversizing/Extensions-Sewer	$287,572
Total			$575,143

1) **Project Description or Change:** To oversize and/or extend, as necessary, potable water, reclaimed water and sewer mains that are developer-constructed in support of the County's Utility Master Plan Requirements. Design and construction reimbursements to developers are via amendments to their utility agreements.

2) **Why the project cost estimate is changing?** Exhibit G work from developer agreements were added for Tesoro Townhome, Oviedo Parcel 16 and potential projects that are in the Development Review Process.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$416,044.00
Adjustment amount	$575,143.00
Adjusted current year budget	$991,187.00
Prior year Costs (FY 06 – 07)	$758,214.98
Future years projected costs (FY 09 – 13)	$3,000,000.00
Total	$4,749,401.98

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2011

5) **Project Status:** Projects are under construction.

CIP No. 00056601 – WATER PLANT REHABILITATIONS

Account Number	Project #	Account Title	Amount
40102.087879.560650	00056601	Water Plant Rehabilitations	$92,766.00

1) **Project Description or Change:** Project scope includes recommended upgrades to the County's 15 existing Water Treatment Plants as recommended by the County's Utility Master Plan and required for regulatory compliance.

2) **Why the project cost estimate is changing?** Costs adjustments based upon revalidation and condition assessment process.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,480,801.00
Adjustment amount	$92,766.00
Adjusted current year budget	$1,573,567.00
Prior year Costs (FY 06 – 07)	$166,394.18
Future years projected costs (FY 09 – 13)	$3,881,604.50
Total	$5,621,565.68

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2012

5) **Project Status:** Projects are under design.

CIP No. 00064501 – WATER DISTRIBUTION UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00064501	Water Distributions Upgrades	($215,884)

1) **Project Description or Change:** Rehabilitation of existing County-wide water distribution systems. This is an ongoing program to improve and sustain reliability of the water piping and valving within systems. This work shall include installation of valves, system interconnections, and line looping.

2) **Why the project cost estimate is changing?** Savings based on updated information on the routing of the Lake Harriet Transmission Main project.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,640,375.00
Adjustment amount	($215,884.00)
Adjusted current year budget	$1,424,491.00
Prior year Costs (FY 06 – 07)	$288,890.55
Future years projected costs (FY 09 – 13)	$4,479,185.50
Total	$6,192,567.05

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2012

5) **Project Status:** Projects are under construction.

CIP No. 00064606 – EAST LAKE DRIVE WATER MAIN

Account Number	Project #	Account Title	Amount
40102.087879.560650	00064606	East Lake Drive Water Main	($92,438)

1) **Project Description or Change:** Design, permit and construct a new 12-inch water main in conjunction with the roadway construction project.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$145,649.00
Adjustment amount	($92,438.00)
Adjusted current year budget	$53,211.00
Prior year Costs (FY 06 – 07)	$763,646.37
Future years projected costs (FY 09 – 13)	$0.00
Total	$816,857.37

4) **Anticipated Project Schedule:**
   Start Date:
   Finish Date:

5) **Project Status:** Project construction is complete.

CIP No. 00065001 – LYNWOOD STORMWATER

Account Number	Project #	Account Title	Amount
40100.087805.560650	00065001	Lynwood Stormwater	($10,279)

1) **Project Description or Change:** Project is to evaluate and improve stormwater retention pond at the Lynwood Water Treatment Plant.

2) **Why the project cost estimate is changing?** Project has been deleted and no further funding is needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$10,279.00
Adjustment amount	($10,279.00)
Adjusted current year budget	$0.00
Prior year Costs (FY 06 – 07)	$1,639.71
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,639.71

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Deleted CIP

CIP No. 00065101 – LAKE EMMA RD UTILITY ADJUST

Account Number	Project #	Account Title	Amount
40105.087817.560650	00065101	Lake Emma Rd Utility Adjust	($88,986)

1) **Project Description or Change:** Design, permit and construct 12-inch and 10-inch water mains and 8-inch force main along Lake Emma Road between Sand Pond Road and Deerview Place.

2) **Why the project cost estimate is changing?** Project to be performed as part of a Public Works project. Estimate of SCESD's cost share has been reduced from earlier estimates.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,019,775.00
Adjustment amount	($88,986.00)
Adjusted current year budget	$1,930,789.00
Prior year Costs (FY 06 – 07)	$26,033.92
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,956,822.92

4) **Anticipated Project Schedule:** Will be based on roadway construction schedule.
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00065201 – MINOR ROADS UTILITY UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00065201	Minor Roads Utility Upgrades	$1,967,643

1) **Project Description or Change:** Design, permitting and construction of adjustments to existing utilities during minor roadway improvements, stormwater improvements, intersection improvements and sidewalk improvements associated with Public Works Minor Roads Program.

2) **Why the project cost estimate is changing?** Projects to be performed as part of Public Works projects. Additional funds needed for construction of utilities as part of Wekiva Interconnect and Bear Lake Road and Markham Woods Road projects.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,638,361.00
Adjustment amount	$1,967,643.00
Adjusted current year budget	$3,606,004.00
Prior year Costs (FY 06 – 07)	$609,588.35
Future years projected costs (FY 09 – 13)	$3,750,000.00
Total	$7,965,592.35

4) **Anticipated Project Schedule:** Will be based on roadway construction schedule.
   Start Date: 2006
   Finish Date: 2012

5) **Project Status:** Projects are under construction.

CIP No. 00067201 – CR15 UTILITY ADJUSTMENTS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00067201	CR15 Utility Adjustments	($514,573)

1) **Project Description or Change:** Design, permit and construct a 4-inch force main and 10-inch water main between Maronda Way and Orange Blvd. in conjunction with roadway construction by Public Works.

2) **Why the project cost estimate is changing?** Project being performed as part of a Public Works project. Project is currently under construction. Cost reduction is due to favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,274,392.00
Adjustment amount	($514,573.00)
Adjusted current year budget	$759,819.00
Prior year Costs (FY 06 – 07)	$33,055.29
Future years projected costs (FY 09 – 13)	$0.00
Total	$792,874.29

4) **Anticipated Project Schedule:** Will be based on roadway construction schedule.
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00082904 – PUMP STATION UPGRADES

Account Number	Project #	Account Title	Amount
40103.087880.560650	00082904	Pump Station Upgrades	($1,753,520)

1) **Project Description or Change:** Pump station upgrades include wet well rehabilitation, control panels, concrete pad repair, odor control and generators as needed.

2) **Why the project cost estimate is changing?** Further upgrades deferred to FY10.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,963,377.00
Adjustment amount	($1,753,520.00)
Adjusted current year budget	$2,209,857.00
Prior year Costs (FY 06 – 07)	$471,432.07
Future years projected costs (FY 09 – 13)	$4,500,000.00
Total	$7,181,289.07

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2011

5) **Project Status:** Projects are under construction.

CIP No. 00083101 – COLLECTION SYSTEM UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00083101	Collection System Upgrades	($388,974)
40103.087880.560650	00083101	Collection System Upgrades	($205,269)
Total			($594,243)

1) **Project Description or Change:** Design, permit and construct improvements in the wastewater collection systems within all of the County's service areas, including wastewater pump stations and transmission mains.

2) **Why the project cost estimate is changing?** Design work ongoing. Construction deferred until FY10.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,204,088.00
Adjustment amount	($594,243.00)
Adjusted current year budget	$609,845.00
Prior year Costs (FY 06 – 07)	$24,462.07
Future years projected costs (FY 09 – 13)	$3,522,823.00
Total	$4,157,130.07

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2011

5) **Project Status:** Project is under design.

CIP No. 00115701 – CHEMICAL FEED SYSTEM UPGRADE

Account Number	Project #	Account Title	Amount
40100.087805.56065	00115701	Chemical Feed System Upgrade	($333,662)

1) **Project Description or Change:** This project will generate a set of design drawings and engineering specifications for a standard chemical storage and feed facility that will be applicable for currently planned and future upgrades to the water treatment plants.

2) **Why the project cost estimate is changing?** Standards for chemical systems have been developed and will be implemented under design improvements for specific water plants.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$608,193.00
Adjustment amount	($333,662.00)
Adjusted current year budget	$274,531.00
Prior year Costs (FY 06 – 07)	$267,309.69
Future years projected costs (FY 09 – 13)	$0.00
Total	$541,840.69

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project is under construction. Chemical feed standards have been completed are being incorporated into the designs of water plant improvements. Construction of chemical feed improvements is underway at the Greenwood Lakes and Country Club Water Treatment Plants.

CIP No. 00164301 – YANKEE LK ALTERNATIVE WATER

Account Number	Project #	Account Title	Amount
40105.087817.560650	00164301	Yankee Lk Alternative Water	$2,942,338

1) **Project Description or Change:** Initial work is for planning the regional water treatment facility expansion to potable water treatment with regional partners. Based on initial planning activities, a design package may be produced for the facility to treat to drinking water standards.

2) **Why the project cost estimate is changing?** Additional funding needed for planning work and participation costs.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,334,411.00
Adjustment amount	$2,942,338.00
Adjusted current year budget	$5,276,749.00
Prior year Costs (FY 06 – 07)	$219,564.24
Future years projected costs (FY 09 – 13)	$0.00
Total	$5,496,313.24

4) **Anticipated Project Schedule:** Project schedule is dependent upon outcome of CUP hearings and negotiations with the SJRWMD.
   Start Date: 2006
   Finish Date: 2008

5) **Project Status:** Project is under the planning phase.

CIP No. 00164501 – EASTERN REGIONAL RECLAIMED

Account Number	Project #	Account Title	Amount
40103.087880.560650	00164501	Eastern Regional Reclaimed	$2,140,600

1) **Project Description or Change:** Interlocal agreement with City of Orlando for the design, permit and construction of a reclaimed transmission system along SR 434 and McCulloch Road and a storage and pumping system at the Iron Bridge Wastewater Treatment Plant to serve Seminole County, City of Oviedo, and UCF.

2) **Why the project cost estimate is changing?** Increase in cost based on latest projection from the City of Orlando.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,282,051.00
Adjustment amount	$2,140,600.00
Adjusted current year budget	$3,422,651.00
Prior year Costs (FY 06 – 07)	$54,005.87
Future years projected costs (FY 09 – 13)	$0.00
Total	$3,476,656.87

4) **Anticipated Project Schedule:** Payments made as invoices are received.
   Start Date: 2007
   Finish Date: 2008

5) **Project Status:** Construction is complete and project is in the close out phase.

CIP No. 00164601 – OVIEDO/COUNTY RECLAIMED

Account Number	Project #	Account Title	Amount
40105.087817.560650	00164601	Oviedo/County Reclaimed	$625,000

1) **Project Description or Change:** Interlocal agreement with City of Oviedo for Oviedo to design, permit and construct a 24-inch reclaimed water transmission along McCulloch Road from Lockwood Boulevard to Old Lockwood Road and on Old Lockwood Road from McCulloch Road to Oviedo city limits at Lockwood Boulevard.

2) **Why the project cost estimate is changing?** Constructability issues required a portion of the reclaimed water main be relocated, which also required a redesign effort.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$214,948.00
Adjustment amount	$625,000.00
Adjusted current year budget	$839,948.00
Prior year Costs (FY 06 – 07)	$12,872.32
Future years projected costs (FY 09 – 13)	$0.00
Total	$852,820.32

4) **Anticipated Project Schedule:** Schedule is being set by the City of Oviedo and is under evaluation at this time.
   Start Date:
   Finish Date:

5) **Project Status:** Construction is complete and project is in the close out phase.

CIP No. 00168801 – SE/LK HAYES WATER MAIN PH II

Account Number	Project #	Account Title	Amount
40105.087817.560650	00168801	SE/LK Hayes Water Main PH II	($327,912)

1) **Project Description or Change:** Construct 9,000 feet of 24-inch potable water transmission main within Florida Power & Light easement (south of Chapman Road) from SR 426 to SR 434.

2) **Why the project cost estimate is changing?** Project design is complete and ready to bid. Cost reduction based on revalidation.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,747,512.00
Adjustment amount	($327,912.00)
Adjusted current year budget	$3,419,600.00
Prior year Costs (FY 06 – 07)	$196,013.03
Future years projected costs (FY 09 – 13)	$0.00
Total	$3,615,613.03

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is proceeding to the bid phase.

CIP No. 00178101 – BUNNEL RD UTILITY ADJUSTMENT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00178101	Bunnel Rd Utility Adjustment	$70,934

1) **Project Description or Change:** Project scope includes relocation of 2,300 linear feet of 8-inch water main along Bunnel Road and Eden Park Avenue in conjunction with roadway project.

2) **Why the project cost estimate is changing?** Project being performed as part of Public Works project with Eden Park Road water main. Additional cost is for SCESD's share of services during construction (SDC) services.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$366,163.00
Adjustment amount	$70,934.00
Adjusted current year budget	$437,097.00
Prior year Costs (FY 06 – 07)	$1,830.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$438,927.00

4) **Anticipated Project Schedule:** Based on roadway construction schedule.
   Start Date: 2006
   Finish Date: 2011

5) **Project Status:** Project is proceeding to construction phase.

CIP No. 00178301 – COUNTRY CLUB WELL 3

Account Number	Project #	Account Title	Amount
40105.087817.560650	00178301	Country Club Well 3	$50,000

1) **Project Description or Change:** Project will design improvements to the Country Club Water Treatment Plant. Project will also include development of a disinfection by-product (TTHM) reduction plan.

2) **Why the project cost estimate is changing?** Additional funds needed for the development of a disinfection by-product (TTHM) reduction plan.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$772,301.00
Adjustment amount	$ 50,000.00
Adjusted current year budget	$822,301.00
Prior year Costs (FY 06 – 07)	$16,511.23
Future years projected costs (FY 09 – 13)	$1,912,500.00
Total	$2,751,312.23

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Developing plan and preliminary design evaluation is underway.

CIP No. 00181201 – YANKEE LK RD RECLAIM MAIN

Account Number	Project #	Account Title	Amount
40105.087817.560650	00181201	Yankee Lk Rd Reclaim Main	($56,158)
40103.087880.560650	00181201	Yankee Lk Rd Reclaim Main	($1,235,464)
Total			($1,291,622)

1) **Project Description or Change:** Design, permit, and construct 1,600 linear feet of 24-inch reclaimed main from Longwood Markham Road and SR 46 to Yankee Lake Road and SR 46. 6,100 linear feet of 30-inch reclaimed main from the south side of SR 46 north to Yankee Lake WRF.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,169,568.00
Adjustment amount	($1,291,622.00)
Adjusted current year budget	$1,877,946.00
Prior year Costs (FY 06 – 07)	$658,338.11
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,536,284.11

4) **Anticipated Project Schedule:**
   Start Date: NA
   Finish Date: NA

5) **Project Status:** Construction is complete. Close out is occurring.

CIP No. 00181601 – YANKEE LK SURFACE WATER PLANT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00181601	Yankee Lk Surface Water Plant	$11,675,468
Total			$11,675,468

1) **Project Description or Change:** Construct a Surface Water Treatment Plant to provide an augmented reclaimed water supply.

2) **Why the project cost estimate is changing?** Cost estimate increase based on revised design, construction bid price, plus contingency, plus additional professional services for permitting.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$45,534,915.00
Adjustment amount	$11,675,468.00
Adjusted current year budget	$57,210,383.00
Prior year Costs (FY 06 – 07)	$2,085,257.72
Future years projected costs (FY 09 – 13)	$0.00
Total	$59,295,640.72

4) **Anticipated Project Schedule:** Schedule is contingent upon receipt of Consumptive Use Permit from SJRWMD.
   Start Date: 2007
   Finish Date: 2011

5) **Project Status:** Project is under permitting.

CIP No. 00182801 – SR426-SR434 PUMP STATION

Account Number	Project #	Account Title	Amount
40103.087880.560650	00182801	SR426-SR434 Pump Station	($605,210)

1) **Project Description or Change:** Project is a new master sanitary pump station to serve the area south of State Road 426 at the intersection of Tuskawilla Road and Clifton Park.

2) **Why the project cost estimate is changing?** Project has been constructed and no further funding is needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$605,210.00
Adjustment amount	($605,210.00)
Adjusted current year budget	$0.00
Prior year Costs (FY 06 – 07)	$139,990.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$139,990.00

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project is deleted.

CIP No. 00182901 – GREENWOOD LK BOOSTER STATION

Account Number	Project #	Account Title	Amount
40103.087880.560650	00182901	Greenwood Lk Booster Station	($39,957)

1) **Project Description or Change:** Design, permit and construct a second 1.75 million gallon reclaimed water storage tank at the Greenwood Lakes Rapid Infiltration Basins site.

2) **Why is the project cost estimate changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$257,233.00
Adjustment amount	($39,957.00)
Adjusted current year budget	$217,276.00
Prior year Costs (FY 06 – 07)	$1,693,325.45
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,910,601.45

4) **Anticipated Project Schedule:**
   Start Date: NA
   Finish Date: NA

5) **Project Status:** Construction is complete.

CIP No. 00193201 – FIRE FLOW IMPROVEMENTS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00193201	Fire Flow Improvements	$522,386

1) **Project Description or Change:** Design, permit and construct water system improvements to support installation of new fire hydrants. Replace existing fire hydrants that are obsolete, inoperable and undersized.

2) **Why is the project cost estimate changing?** Projects have been bid and remaining project estimates have been revised based on rising material costs and project budget requires adjustment based on awards and revised estimates**.**

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$717,204.00
Adjustment amount	$522,386.00
Adjusted current year budget	$1,239,590.00
Prior year Costs (FY 06 – 07)	$119,058.19
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,358,648.19

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00193301 – LK MONROE GROUND STORAGE TANK

Account Number	Project #	Account Title	Amount
40105.087817.560650	00193301	Lk Monroe Ground Storage Tank	($1,123,536)

1) **Project Description or Change:** Rehabilitation of Lake Monroe Water Treatment Plant including ground storage tank, high service pumps and controls.

2) **Why is the project cost estimate changing?** Well No. 1R has been rehabilitated. Rehabilitation of ground storage tank has been eliminated.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,386,375.00
Adjustment amount	($1,123,536.00)
Adjusted current year budget	$262,839.00
Prior year Costs (FY 06 – 07)	$19,786.29
Future years projected costs (FY 09 – 13)	$0.00
Total	$282,625.29

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Construction is complete.

CIP No. 00193601 – BEAR LK RD WATER INTERCONNECT

Account Number	Project #	Account Title	Amount
40102.087879.560650	00193601	Bear Lk Rd Water Interconnect	$347,977

1) **Project Description or Change:** Design and construct water main interconnect with Orange County at Bear Lake Woods Road

2) **Why is the project cost estimate changing?** Initial planning of the project was dependent upon approximate locations of existing Orange County water mains. Upon verification of existing water mains, it was determined that Seminole County will need to construct additional transmission mains and jack and bore under SR 436 by Seminole County to complete the interconnect with Orange County.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$377,627.00
Adjustment amount	$347,977.00
Adjusted current year budget	$725,604.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$725,604.00

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under design.

CIP No. 00194101 – AUTOMATED VALVE INSTALLATIONS

Account Number	Project #	Account Title	Amount
40100.087805.560650	00194101	Automated Valve Installations	($88,670)

1) **Project Description or Change:** Project scope is to design and install automatic valves and metering for critical locations within water mains, force mains and reclaimed mains.

2) **Why is the project cost estimate changing?** Project has been deleted and no further funding is needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$93,547.00
Adjustment amount	($88,670.00)
Adjusted current year budget	$4,877.00
Prior year Costs (FY 06 – 07)	$3,689.22
Future years projected costs (FY 09 – 13)	$0.00
Total	$8,566.22

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Deleted CIP.

CIP No. 00194901 – SAND LAKE RD FORCE MAIN ADJUST

Account Number	Project #	Account Title	Amount
40105.087817.560650	00194901	Sand Lake Rd Force Main Adjust	($115,187)

1) **Project Description or Change:** Design, permit and construct a 6-inch force main on Sand Lake Road in conjunction with County roadway improvements.

2) **Why is the project cost estimate changing?** Project has been deleted and no further funding is needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$122,639.00
Adjustment amount	($115,187.00)
Adjusted current year budget	$7,452.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$7,452.00

4) **Anticipated Project Schedule:** Beyond 2013.
   Start Date:
   Finish Date:

5) **Project Status:** Deleted CIP.

CIP No. 00195201 – YANKEE LK PLANT EXPANSION/RERATE

Account Number	Project #	Account Title	Amount
40105.087817.560650	00195201	Yankee Lk Plant Expansion/Rerate	($4,597,390)
40103.087880.560650	00195201	Yankee Lk Plant Expansion/Rerate	($1,185,442)
Total			($5,782,832)

1) **Project Description or Change:** Phase 1: Construction of diffusers, slide gates, equalization basin, sludge treatment improvements and sludge dewatering system. Phase II A & B: Construction of pretreatment upgrade, additional equalization basin, expansion of biological process, and expansion of sludge treatment system.

2) **Why is the project cost estimate changing?** Based on current flow projections and the modifications to the Greenwood Lakes WRF, the requirement to increase the capacity to 5.0 MGD has been postponed. Phase II has been split into Part A and B projects. Part A is reduced in scope to provide upgrades to the operating capability of the facility without increasing the capacity.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$20,690,558.00
Adjustment amount	($5,782,832.00)
Adjusted current year budget	$14,907,726.00
Prior year Costs (FY 06 – 07)	$1,344,946.15
Future years projected costs (FY 09 – 13)	$8,552,277.00
Total	$24,804,949.15

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Phase I is under construction. Phase II A is under design.

CIP No. 00195501 – WATER QUALITY IMPROVEMENTS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00195501	Water Quality Improvements	$49,956

1) **Project Description or Change:** Evaluation of primary and secondary water quality characteristics in existing distribution system and design and construction of water system modifications and additions to improve water quality.

2) **Why is the project cost estimate changing?** Additional funds are necessary to support tasks related to disinfection by-products.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$112,292.00
Adjustment amount	$49,956.00
Adjusted current year budget	$162,248.00
Prior year Costs (FY 06 – 07)	$142,398.43
Future years projected costs (FY 09 – 13)	$0.00
Total	$304,646.43

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project is continuing with a projected completion of August 2009.

CIP No. 00195701 – WATER QUALITY PLANT UPGRADES

Account Number	Project #	Account Title	Amount
40100.087805.560650	00195701	Water Quality Plant Upgrades	($39,075)
40105.087817.560650	00195701	Water Quality Plant Upgrades	($134,547)
Total			($173,622)

1) **Project Description or Change:** Design, permit and construct improvements to meet compliance with existing and future regulations regarding water quality and disinfection by-products while simultaneously improving drinking water aesthetic characteristics.

2) **Why is the project cost estimate changing?** Project scope is being focused on preliminary design evaluations to be performed in FY08/09.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,069,687.00
Adjustment amount	($173,622.00)
Adjusted current year budget	$1,896,065.00
Prior year Costs (FY 06 – 07)	$1,483,637.29
Future years projected costs (FY 09 – 13)	$40,594,852.00
Total	$43,974,554.29

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2008

5) **Project Status:** Phase 2 of the Water Quality Master Plan is underway with scheduled completion in December 2008.

CIP No. 00199901 – GREENWOOD LK SLUDGE SYSTEM

Account Number	Project #	Account Title	Amount
40100.087805.560650	00199901	Greenwood Lk Sludge System	($258,372)

1) **Project Description or Change:** The purpose of this project is to improve the sludge (biosolids) dewatering system, conveying equipment and electrical facilities at the Greenwood Lakes Wastewater Treatment Facility

2) **Why is the project cost estimate changing**. Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$667,471.00
Adjustment amount	($258,372.00)
Adjusted current year budget	$409,099.00
Prior year Costs (FY 06 – 07)	$363,993.20
Future years projected costs (FY 09 – 13)	$0.00
Total	$773,092.20

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under construction and proceeding to substantial completion.

CIP No. 00200901 – AAA DR RECLAIMED WATER MAIN

Account Number	Project #	Account Title	Amount
40103.087880.560650	00200901	AAA Dr Reclaimed Water Main	($560,868)

1) **Project Description or Change:** Project scope entails design, permitting and installation of 3,200 linear feet of 8-inch reclaim water main along AAA Drive from International Parkway to the end of AAA Drive.

2) **Why is the project cost estimate changing?** Project has been deleted.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$560,868.00
Adjustment amount	($560,868.00)
Adjusted current year budget	$0.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$0.00

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Deleted CIP.

CIP No. 00201101 – CONSUMPTIVE USE PERMIT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00201101	Consumptive Use Permit	$198,397

1) **Project Description or Change:** Permitting activities to consolidate the County's CUPs for the Northwest, Northeast, Southeast and Southwest service areas.

2) **Why is the project cost estimate changing?** Additional funds needed for ongoing professional permitting services for the groundwater CUP application to the SJRWMD.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$634,035.00
Adjustment amount	$198,397.00
Adjusted current year budget	$832,432.00
Prior year Costs (FY 06 – 07)	$1,415,803.52
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,248,235.52

4) **Anticipated Project Schedule:** Schedule is dependent upon resolution of CUP requests for additional information from SJRWMD.
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under permitting.

CIP No. 00201201 – EMERGENCY POWER SYSTEMS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00201201	Emergency Power Systems	($415,900)

1) **Project Description or Change:** Provide generator power for critical pump stations and well sites to allow for continuous operation during power outages.

2) **Why is the project cost estimate changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$888,287.00
Adjustment amount	($415,900.00)
Adjusted current year budget	$472,387.00
Prior year Costs (FY 06 – 07)	$1,050,882.38
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,523,269.38

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Project is complete.

CIP No. 00201501 – POTABLE WELL IMPROVEMENTS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00201501	Potable Well Improvements	$133,364

1) **Project Description or Change:** Project scope encompasses the 46 existing groundwater production wells that supply the existing water treatment facilities. The project will include well head protection improvements, modifications and upgrades.

2) **Why the project cost estimate is changing?** Funding is needed to perform capacity restoration work at Markham Regional WTP and Indian Hills WTP well fields

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$744,356.00
Adjustment amount	$133,364.00
Adjusted current year budget	$877,720.00
Prior year Costs (FY 06 – 07)	$540,309.52
Future years projected costs (FY 09 – 13)	$517,500.00
Total	$1,935,529.52

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00203101 – SECURITY IMPROVEMENTS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00203101	Security Improvements	($199,058)

1) **Project Description or Change:** After September 11, 2001, Seminole County Environmental Services Division (SCESD) took an aggressive approach to protecting the water system infrastructure and installed a security system designed to provide access control and real-time monitoring of all water plants. This project is intended to further enhance the capability and cost-effectiveness of the existing system, and provide design standards for future facilities.

2) **Why the project cost estimate is changing?** Cost reduction based upon standardizing security specifications.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$585,199.00
Adjustment amount	($199,058.00)
Adjusted current year budget	$386,141.00
Prior year Costs (FY 06 – 07)	$281,109.02
Future years projected costs (FY 09 – 13)	$267,450.00
Total	$934,700.02

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Project is under construction.

CIP No. 00203201 – FWS WATER DISTRB UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00203201	FWS Water Distrib Upgrades	($688,538)
40102.087879.560650	00203201	FWS Water Distrib Upgrades	($960,604)
Total			($1,649,142)

1) **Project Description or Change:** Design, permit and construct distribution system upgrades to Apple Valley, Meredith Manor, Dol Ray Manor, Druid Hills and Lake Harriet service areas to bring these systems in compliance with County standards.

2) **Why the project cost estimate is changing?** Project scope is being reduced to focus on the Apple Valley service area.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,249,793.00
Adjustment amount	($1,649,142.00)
Adjusted current year budget	$600,651.00
Prior year Costs (FY 06 – 07)	$42,828.53
Future years projected costs (FY 09 – 13)	$1,652,048.00
Total	$2,295,527.53

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under design.

CIP No. 00203301 – FWS WATER PLANT UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00203301	FWS Water Plant Upgrades	$190,912

1) **Project Description or Change:** Design and construct water treatment plant upgrades to Apple Valley and decommission Meredith Manor, Dol Ray Manor, Lake Brantley, Druid Hills and Lake Harriet plants.

2) **Why the project cost estimate is changing?** Project scope was modified to add two preliminary design alternatives for the Apple Valley system.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,427,059.00
Adjustment amount	$190,912.00
Adjusted current year budget	$1,617,971.00
Prior year Costs (FY 06 – 07)	$42,950.93
Future years projected costs (FY 09 – 13)	$262,511.00
Total	$1,923,432.93

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2011

5) **Project Status:** Project is under design.

CIP No. 00204001 – TRI-PARTY OPTIMIZATION PROGRAM

Account Number	Project #	Account Title	Amount
40105.087817.560650	00204001	Tri-Party Optimization Program	$287,652

1) **Project Description or Change:** Cooperative project with Cities of Lake Mary and Sanford to optimize the storage and distribution of reclaimed water.

2) **Why the project cost estimate is changing?** Payment is anticipated to be required earlier than previously scheduled. Additional funding is required due to additional scope for treatment components required by the Florida Department of Environmental Protection for the Mill Creek project.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,072,850.00
Adjustment amount	$287,652.00
Adjusted current year budget	$1,360,502.00
Prior year Costs (FY 06 – 07)	$16,004.01
Future years projected costs (FY 09 – 13)	$1,150,000.00
Total	$2,526,506.01

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is ongoing.

CIP No. 00207801 – ORANGE BLVD UTILITY ADJUSTMENT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00207801	Orange Blvd Utility Adjustment	($1,478,045)

1) **Project Description or Change:** Design, permit and construct 24-inch, 16-inch and 12-inch water main, 16-inch and 8-inch force main and 20-inch and 16-inch reclaimed water main between CR 46A and SR 46. (Note: this is one of three CIPs for this project)

2) **Why the project cost estimate is changing?** Adjustment to match actual costs for construction, construction management and construction modifications. Cost reduction is due to a favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,596,272.00
Adjustment amount	($1,478,045.00)
Adjusted current year budget	$2,118,227.00
Prior year Costs (FY 06 – 07)	$77,917.76
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,196,144.76

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Project is under construction.

CIP No. 00216501 – ELDER RD/ORANGE BLVD WATER MAIN

Account Number	Project #	Account Title	Amount
40102.087879.560650	00216501	Elder Rd/Orange Blvd Water Main	$274,603

1) **Project Description or Change:** Design, permit and construct approximately 5,500 linear feet of 12-inch potable water main and 6,300 linear feet of 10-inch sanitary force main along Elder Road and Orange Boulevard and approximately 4,500 linear feet of 8-inch potable water mains along Kastner Place and Dolgner Street.

2) **Why the project cost estimate is changing?** Project design completed. Awaiting Progress Energy agreement and then project will be bid. Change in cost is based on increase of pipe material cost.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,124,712.00
Adjustment amount	$274,603.00
Adjusted current year budget	$3,399,315.00
Prior year Costs (FY 06 – 07)	$113,513.90
Future years projected costs (FY 09 – 13)	$0.00
Total	$3,512,828.90

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2010

5) **Project Status:** Project will proceed to bidding.

CIP No. 00216601 – MARKHAM PLANT WELLS 4 & 5

Account Number	Project #	Account Title	Amount
40105.087817.560650	00216601	Markham Plant Wells 4 & 5	$123,326

1) **Project Description or Change:** Design, permit and construct two Floridian aquifer wells and associated yard piping, electrical and control systems.

2) **Why the project cost estimate is changing?** Bid results for Well No. 4 exceeded estimated project costs.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,003,807.00
Adjustment amount	$123,326.00
Adjusted current year budget	$2,127,133.00
Prior year Costs (FY 06 – 07)	$91,743.24
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,218,876.24

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Well No. 4 is under construction.

CIP No. 00216701 – MARKHAM PLANT H2S TREATMENT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00216701	Markham Plant H2S Treatment	($313,615)
40102.087879.560650	00216701	Markham Plant H2S Treatment	$114,679
Total			($198,936)

1) **Project Description or Change:** Design, permit and construct ozone system to remove hydrogen sulfide, new chemical feed systems, ground storage tank, electrical upgrades, raw water main from Heathrow WTP well field, property acquisition, security upgrades, new generator and yard piping, electrical and control systems.

2) **Why the project cost estimate is changing?** Cost adjusted based upon revalidation.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,413,048.00
Adjustment amount	($198,936.00)
Adjusted current year budget	$3,214,112.00
Prior year Costs (FY 06 – 07)	$703,680.20
Future years projected costs (FY 09 – 13)	$23,208,738.42
Total	$27,126,530.62

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2011

5) **Project Status:** Project is under design.

CIP No. 00216901 – LONGPOND ROAD WATER MAIN

Account Number	Project #	Account Title	Amount
40105.087817.560650	00216901	Longpond Road Water Main	($70,720)

1) **Project Description or Change:** Design, permit and construct 4,100 linear feet of new 16-inch water main along Long Pond Road from Northwest/Northeast PWS interconnect to Markham Woods Road.

2) **Why the project cost estimate is changing?** Cost reduction due to favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$971,154.00
Adjustment amount	($70,720.00)
Adjusted current year budget	$900,434.00
Prior year Costs (FY 06 – 07)	$150,056.46
Future years projected costs (FY 09 – 13)	$0.00
Total	$1,050,490.46

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00217101 – HEATHROW BLVD RECLAIMED MAIN

Account Number	Project #	Account Title	Amount
40103.087880.560650	00217101	Heathrow Blvd Reclaimed Main	$1,037,749

1) **Project Description or Change:** Design, permit and construct a 16-inch reclaimed water main along CR 46A from International Parkway to Orange Boulevard along Heathrow Boulevard and a 12-inch main from Orange Boulevard to Bridgewater Drive.

2) **Why the project cost estimate is changing?** Project in design. Cost increase resulting from pipeline route realignment due to easement conflicts.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,596,029.00
Adjustment amount	$1,037,749.00
Adjusted current year budget	$4,633,778.00
Prior year Costs (FY 06 – 07)	$262,921.69
Future years projected costs (FY 09 – 13)	$0.00
Total	$4,896,699.69

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under design.

CIP No. 00217201 – RESIDENTIAL RECLAIM RETRO PH II

Account Number	Project #	Account Title	Amount
40105.087817.560650	00217201	Residential Reclaim Retro Ph II	$167,281
40103.087880.560650	00217201	Residential Reclaim Retro Ph II	$2,528,760
Total			$2,696,041

1) **Project Description or Change:** Design, permit and construct reclaimed water distribution system to retrofit the Alaqua Lakes subdivision with reclaimed water service for an estimated groundwater offset of 0.62 mgd.

2) **Why the project cost estimate is changing?** Project design is complete. Awaiting easements from property owners and Homeowner's Association. Project costs increase due to additional transmission piping along Markham Woods Road, road crossing and realignment of pipe due to easement conflicts.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$7,560,837.00
Adjustment amount	$2,696,041.00
Adjusted current year budget	$10,256,878.00
Prior year Costs (FY 06 – 07)	$493,658.54
Future years projected costs (FY 09 – 13)	$0.00
Total	$10,750,536.54

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under design.

CIP No. 00217301 – RESIDENTIAL RECLAIM RETRO PH 1

Account Number	Project #	Account Title	Amount
40105.087817.560650	00217301	Residential Reclaim Retro Ph I	($27,367)
40103.087880.560650	00217301	Residential Reclaim Retro Ph I	($153,721)
Total			($181,088)

1) **Project Description or Change:** Design, permit and construct reclaimed water distribution system to retrofit Heathrow Woods, Magnolia Plantation, Bristol Park, Chestnut Hill and East Camden subdivisions with reclaimed water service for an estimated groundwater offset of 1.09 mgd.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds are not needed

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,062,327.00
Adjustment amount	($181,088.00)
Adjusted current year budget	$2,881,239.00
Prior year Costs (FY 06 – 07)	$6,002,437.73
Future years projected costs (FY 09 – 13)	$0.00
Total	$8,883,676.73

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Construction is complete.

CIP No. 00217401 – LONGWOOD/MARKHAM RD UTILITIES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00217401	Longwood/Markham Rd Utilities	($3,178,781)

1) **Project Description or Change:** Design, permit and construct a 12-inch water main, 8-inch force main and 24-inch reclaimed water main along Longwood Markham Road between Markham Road and State Road 46. Design, permit and construct a 24-inch reclaimed water main along Markham Road from Longwood Markham Road to Lake Markham Road.

2) **Why the project cost estimate is changing?** Project is constructed in conjunction with an adjacent subdivision development via the Exhibit G process.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$7,618,687.00
Adjustment amount	($3,178,781.00)
Adjusted current year budget	$4,439,906.00
Prior year Costs (FY 06 – 07)	$100,158.55
Future years projected costs (FY 09 – 13)	$0.00
Total	$4,540,064.55

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00217601 – NW RECLAIM AUGMENTATION WELLS

Account Number	Project #	Account Title	Amount
40105.087817.560650	00217601	NW Reclaim Augmentation Wells	($293,218)
40103.087880.560650	00217601	NW Reclaim Augmentation Wells	($180,005)
Total			($473,223)

1) **Project Description or Change:** Design, permit and construction of augmentation source for reclaimed water prior to implementation of surface water augmentation.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$581,626.00
Adjustment amount	($473,223.00)
Adjusted current year budget	$108,403.00
Prior year Costs (FY 06 – 07)	$53,019.79
Future years projected costs (FY 09 – 13)	$0.00
Total	$161,422.79

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Delete CIP.

CIP No. 00217701 – ORANGE BLVD UTILITY ADJUSTMENT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00217701	Orange Blvd Utility Adjustment	($916,496)

1) **Project Description or Change:** Design, permit and construct 24-inch, 16-inch and 12-inch water main, 16-inch and 8-inch force main and 20-inch and 16-inch reclaimed water main between CR 46A and SR 46. (Note: this is one of three CIPs for this project)

2) **Why the project cost estimate is changing?** Adjustment to match actual costs for construction, construction management and construction modifications. Cost reduction is due to a favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,017,871.00
Adjustment amount	($916,496.00)
Adjusted current year budget	$2,101,375.00
Prior year Costs (FY 06 – 07)	$85,759.27
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,187,134.27

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Project is under construction.

CIP No. 00218001 – SYLVAN LAKE ROAD FORCE MAIN

Account Number	Project #	Account Title	Amount
40105.087817.560650	00218001	Sylvan Lake Road Force Main	($114,038)
40103.087880.560650	00218001	Sylvan Lake Road Force Main	($32,951)
			($146,989)

1) **Project Description or Change:** Design, permit and construct approximately 7,900 feet of 12-inch force main along Lake Markham Road from SR 46 to Markham Road.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$360,762.00
Adjustment amount	($146,989.00)
Adjusted current year budget	$213,773.00
Prior year Costs (FY 06 – 07)	$39,196.88
Future years projected costs (FY 09 – 13)	$0.00
Total	$252,969.88

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Deleted CIP.

CIP No. 00218301 – NW COLLECTION SYSTEM UPGRADES

Account Number	Project #	Account Title	Amount
40105.087817.560650	00218301	NW Collection System Upgrades	($48,915)

1) **Project Description or Change:** Design and construct 5,200 linear feet of 12-inch force main along Orange Boulevard from Indiana Street to Maryland Avenue. Design and construct 2,900 linear feet of 8-inch force main along Orange Boulevard from Dolgner Street to Oregon Street.

2) **Why the project cost estimate is changing?** Based upon updated Utilities Master Plan, project implementation will be deferred until 2010.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$158,968.00
Adjustment amount	($48,915.00)
Adjusted current year budget	$110,053.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$1,880,393.15
Total	$1,990,446.15

4) **Anticipated Project Schedule:** Project is scheduled to start in 2010.
   Start Date:
   Finish Date:

5) **Project Status:** Project is being deferred to 2010.

CIP No. 00227401 – GREENWOOD RECLAIM PLANT RERATE

Account Number	Project #	Account Title	Amount
40105.087817.560650	00227401	Greenwood Reclaim Plant Rerate	($1,149,784)

1) **Project Description or Change:** Design and construct modifications to the Greenwood Lakes Wastewater Treatment Facility including pumps, oxidation ditch improvements, chlorine contact chamber improvements, electrical controls tied into SCADA. Plant to be re-rated to 3.0 MGD.

2) **Why the project cost estimate is changing?** Project cost estimate has been adjusted based on preliminary design effort. Plant will be upgraded in late 2009 to meet FDEP Class I reliability for an average daily flow of 3.0 mgd.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$3,748,893.00
Adjustment amount	($1,149,784.00)
Adjusted current year budget	$2,599,109.00
Prior year Costs (FY 06 – 07)	$91,959.36
Future years projected costs (FY 09 – 13)	$16,199,419.50
Total	$18,890,487.86

4) **Anticipated Project Schedule:**
   Start Date: 2007
   Finish Date: 2010

5) **Project Status:** Project is under design.

CIP No. 00243501 – INDIAN HILLS WATER PLANT UPGRADE

Account Number	Project #	Account Title	Amount
40105.087817.560650	00243501	Indian Hills Water Plant Upgrade	($641,201)

1) **Project Description or Change:** Design, permit and construct improvements to Indian Hills WTP.

2) **Why the project cost estimate is changing?** Cost savings realized during revalidation process including need for land acquisition.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$1,191,202.00
Adjustment amount	($641,201.00)
Adjusted current year budget	$550,001.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$3,869,871.00
Total	$4,419,872.00

4) **Anticipated Project Schedule:**
   Start Date: 2008
   Finish Date: 2012

5) **Project Status:** Project is under design

CIP No. 00247901 – ORANGE BLVD UTILITY ADJUSTMENT

Account Number	Project #	Account Title	Amount
40105.087817.560650	00247901	Orange Blvd Utility Adjustment	($263,961)

1) **Project Description or Change:** Design, permit and construct 24 inch, 16 inch and 12 inch water main, 16 inch and 8 inch force main and 20 inch and 16 inch reclaimed water main between CR 46A and SR 46. (Note: this is one of 3 CIP's for this project)

2) **Why the project cost estimate is changing?** Adjustment to match actual costs for construction, construction management and construction modifications. Cost reduction is due to a favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$2,327,156.00
Adjustment amount	(263,961.00)
Adjusted current year budget	$2,063,195.00
Prior year Costs (FY 06 – 07)	$18,764.89
Future years projected costs (FY 09 – 13)	$0.00
Total	$2,081,959.89

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2010

5) **Project Status:** Project is under construction.

CIP No. 00249801 – CRA FERN PARK UTILITIES

Account Number	Project #	Account Title	Amount
40102.087879.560650	00249801	CRA Fern Park Utilities	($64,554)
40103.087880.560650	00249801	CRA Fern Park Utilities	($42,274)
Total			($106,828)

1) **Project Description or Change:** Construction of new water and sewer mains built in conjunction with CRA project along US 17/92.

2) **Why the project cost estimate is changing?** Actual construction costs were less than estimated due to favorable bidding environment.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$606,893.00
Adjustment amount	($106,828.00)
Adjusted current year budget	$500,065.00
Prior year Costs (FY 06 – 07)	$208,520.89
Future years projected costs (FY 09 – 13)	$0.00
Total	$708,585.89

4) **Anticipated Project Schedule:**
   Start Date: 2006
   Finish Date: 2009

5) **Project Status:** Project is under construction.

CIP No. 00254101 – RING PLANT HOLDING TANK UPGRADE

Account Number	Project #	Account Title	Amount
40100.087805.560650	0254101	Ring Plant Holding Tank Upgrade	($16,732)

1) **Project Description or Change:** Project is complete**.**

2) **Why the project cost estimate is changing?** Project has been completed and no further funding is needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$16,732.00
Adjustment amount	(16,732.00)
Adjusted current year budget	$0.00
Prior year Costs (FY 06 – 07)	$0.00
Future years projected costs (FY 09 – 13)	$0.00
Total	$0.00

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project is complete.

CIP No. 00254201 – I-4/B1 RAMP US17-92 UTILITY FN

Account Number	Project #	Account Title	Amount
40100.087805.560650	00254201	I-4/B1 Ramp US 17-92 Utility FN	($291,024)

1) **Project Description or Change:** Joint project agreement with the Florida Department of Transportation (FDOT) for relocation of existing utilities within the new interchange area of US 17/92 Ramp B1.

2) **Why the project cost estimate is changing?** Project construction has been completed and awaiting closeout documentation from FDOT.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$297,539.00
Adjustment amount	($291,024.00)
Adjusted current year budget	$6,515.00
Prior year Costs (FY 06 – 07)	$74,650.06
Future years projected costs (FY 09 – 13)	$0.00
Total	$81,165.06

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project complete.

CIP No. 00255201 – WASTEWATER/RECLAIM MASTER PLAN

Account Number	Project #	Account Title	Amount
40100.087805.560650	00255201	Wastewater/Reclaim Master Plan	($154,658)

1) **Project Description or Change:** Prepare a sanitary sewer/reclaimed Utility Master Plan, conduct studies and to prepare recommended improvements to ensure adequate systems for the future and maximize reclaim availability/usage.

2) **Why the project cost estimate is changing?** Remainder of unencumbered funds is not needed.

3) **Project Budget Summary:**

	Budget
Current year (FY 08) budget	$200,006.00
Adjustment amount	($154,658.00)
Adjusted current year budget	$45,348.00
Prior year Costs (FY 06 – 07)	$923,882.24
Future years projected costs (FY 09 – 13)	$0.00
Total	$969,230.24

4) **Anticipated Project Schedule:**
   Start Date: N/A
   Finish Date: N/A

5) **Project Status:** Project is complete.

2008-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
Analyst	Date
Budget Manager	Date
Director	Date
08-95 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Environmental Services
Fund(s): **Water and Sewer Funds**

PURPOSE: Adjustment of capital project funding based on Project Consultant's Re-validation.

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
See attached	See attached	See attached	27,309,406
Total Sources			**$27,309,406**

Uses:

Account Number	Project #	Account Title	Amount
See attached	See attached	See attached	27,309,406
Total Uses			**$27,309,406**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____ By:_____

Maryanne Morse, Clerk to the Board of County Commissioners

Brenda Carey, Chairman

Date: _____ Date: _____

Entered by County Finance Department

_____ Date: _____

Sources:

Account Number	Project #	Account Title	Amount
40105.087817.560650	00064501	Construction in Progress	$215,884
40102.087879.560650	00064606	Construction in Progress	$92,438
40100.087805.560650	00065001	Construction in Progress	$10,279
40105.087817.560650	00065101	Construction in Progress	$88,986
40105.087817.560650	00067201	Construction in Progress	$514,573
40103.087880.560650	00082904	Construction in Progress	$1,753,520
40105.087817.560650	00083101	Construction in Progress	$388,974
40103.087880.560650	00083101	Construction in Progress	$205,269
40100.087805.560650	00115701	Construction in Progress	$333,662
40105.087817.560650	00168801	Construction in Progress	$327,912
40105.087817.560650	00181201	Construction in Progress	$56,158
40103.087880.560650	00181201	Construction in Progress	$1,235,464
40103.087880.560650	00182801	Construction in Progress	605,210
40103.087880.560650	00182901	Construction in Progress	$39,957
40105.087817.560650	00193301	Construction in Progress	$1,123,536
40100.087805.560650	00194101	Construction in Progress	$88,670
40105.087817.560650	00194901	Construction in Progress	$115,187
40105.087817.560650	00195201	Construction in Progress	$4,597,390
40103.087880.560650	00195201	Construction in Progress	$1,185,442
40100.087805.560650	00195701	Construction in Progress	$39,075
40105.087817.560650	00195701	Construction in Progress	$134,547
40100.087805.560650	00199901	Construction in Progress	$258,372
40103.087880.560650	00200901	Construction in Progress	$560,868
40105.087817.560650	00201201	Construction in Progress	$415,900
40105.087817.560650	00203101	Construction in Progress	$199,058
40105.087817.560650	00203201	Construction in Progress	$688,538
40102.087879.560650	00203201	Construction in Progress	$960,604
40105.087817.560650	00207801	Construction in Progress	$1,478,045
40105.087817.560650	00216701	Construction in Progress	$313,615
40105.087817.560650	00216901	Construction in Progress	$70,720
40105.087817.560650	00217301	Construction in Progress	$27,367
40103.087880.560650	00217301	Construction in Progress	$153,721
40105.087817.560650	00217401	Construction in Progress	$3,178,781
40105.087817.560650	00217601	Construction in Progress	$293,218
40103.087880.560650	00217601	Construction in Progress	$180,005
40105.087817.560650	00217701	Construction in Progress	$916,496
40105.087817.560650	00218001	Construction in Progress	$114,038
40103.087880.560650	00218001	Construction in Progress	$32,951
40105.087817.560650	00218301	Construction in Progress	$48,915
40105.087817.560650	00227401	Construction in Progress	$1,149,784
40105.087817.560650	00243501	Construction in Progress	$641,201
40105.087817.560650	00247901	Construction in Progress	$263,961
40102.087879.560650	00249801	Construction in Progress	$64,554
40103.087880.560650	00249801	Construction in Progress	$42,274
40100.087805.560650	00254101	Construction in Progress	$16,732
40100.087805.560650	00254201	Construction in Progress	$291,024
40100.087805.560650	00255201	Construction in Progress	$154,658
40105.999915.599994		Reserves	$1,641,873
Total Sources			**$27,309,406**

Uses:

Account Number	Project #	Account Title	Amount
40102.087879.560650	00021701	Construction in Progress	$287,571
40103.087880.560650	00021701	Construction in Progress	$287,572
40102.087879.560650	00056601	Construction in Progress	$92,766
40105.087817.560650	00065201	Construction in Progress	$1,967,643
40105.087817.560650	00164301	Construction in Progress	$2,942,338
40103.087880.560650	00164501	Construction in Progress	$2,140,600
40105.087817.560650	00164601	Construction in Progress	625,000
40105.087817.560650	00178101	Construction in Progress	$70,934
40105.087817.560650	00178301	Construction in Progress	$50,000
40105.087817.560650	00181601	Construction in Progress	$11,675,468
40105.087817.560650	00193201	Construction in Progress	$522,386
40102.087879.560650	00193601	Construction in Progress	$347,977
40105.087817.560650	00195501	Construction in Progress	$49,956
40105.087817.560650	00201101	Construction in Progress	$198,397
40105.087817.560650	00201501	Construction in Progress	$133,364
40105.087817.560650	00203301	Construction in Progress	$190,912
40105.087817.560650	00204001	Construction in Progress	$287,652
40102.087879.560650	00216501	Construction in Progress	$274,603
40105.087817.560650	00216601	Construction in Progress	$123,326
40102.087879.560650	00216701	Construction in Progress	$114,679
40103.087880.560650	00217101	Construction in Progress	$1,037,749
40105.087817.560650	00217201	Construction in Progress	$167,281
40103.087880.560650	00217201	Construction in Progress	$2,528,760
40100.999903.599998		Reserves for Contingency	$1,192,472
Total Uses			**$27,309,406**

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: BAR #08-96 - $6,472 - Public Safety - Public Safety Grants (State) Fund - Hazards Analysis Grant

DEPARTMENT: Fiscal Services **DIVISION:** Budget

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Ryan Switzer **EXT:** 7174

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-96 through the Public Safety Grants (State) Fund in the amount of $6,472.00 to allocate the Florida Division of Emergency Management's Hazards Analysis Grant.

County-wide Lin Polk

BACKGROUND:

The Florida Division of Emergency Management (DEM) is awarding grant funds to Seminole County to update the statewide hazards analysis database. Based upon the allocation formula developed by the DEM, Seminole County is entitled to received $6,472.00. Funds would be used for training, overtime, and equipment to conduct investigations of hazardous material sites in the County.

The grant approval is presented separately on this meeting's Consent Agenda

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-96 through the Public Safety Grants (State) Fund in the amount of $6,472.00 to allocate the Florida Division of Emergency Management's Hazards Analysis Grant.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By:
No additional reviews

2008-R- **BUDGET AMENDMENT REQUEST**

FS Recommendation	
R,Switzer Analyst	8-19-08 Date
Budget Manager	Date
Director	Date
08-96 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Public Safety
Fund(s): Public Safety Grants – (State)

PURPOSE: Recognize receipt of and allocate funds from the Florida Division of Emergency Management Hazards Analysis grant. The grant will be expended to cover equipment, training, and overtime costs necessary to conduct investigations of Tier 2 (Hazardous Materials) sites in Seminole County. The grant award is for $6,472 and is a non-matching grant.

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
11912.334220.055610		Public Safety Grants	6,472
Total Sources			**$ 6,472**

Uses:

Account Number	Project #	Account Title	Amount
11912.055610.510140		Overtime	3,000
11912.055610.510210		Social Security Matching	230
11912.055610.510220		Retirement Contributions	628
11912.055610.530520		Operating Supplies	2,614
Total Uses			**$ 6,472**

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

_____
Maryanne Morse, Clerk to the
Board of County Commissioners

By:_____
Brenda Carey, Chairman

Date: _____

Date: _____

Entered by County Finance Department

_____

Date: _____

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: First Amendment to Interlocal Agreement between Seminole County and SCSO, Supervisor of Elections, Sanford Airport Authority for Fiber Optic Communication Network Connectivity/Leasing of Telephone Equipment

DEPARTMENT: Information Technology Services **DIVISION:** Operations

AUTHORIZED BY: Robert Beach **CONTACT:** Angela Mejias **EXT:** 1042

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the First Amendment to the Fiber Optic Interlocal Agreement.

County-wide Tommy Oliveras

BACKGROUND:

Project Description: First Amendment to the Interlocal Agreement between Seminole County and Donald Eslinger-Sheriff of Seminole County, Michael Ertel-Supervisor of Elections and Sanford Airport Authority for Fiber Optic Communications Network Connectivity and Leasing of Telephone Equipment.

Project Overview: Extension of term of Interlocal Agreement between Seminole County and Donald Eslinger-Sheriff of Seminole County, Michael Ertel-Supervisor of Elections and Sanford Airport Authority for Fiber Optic Communications Network Connectivity and Leasing of Telephone Equipment.

The present Agreement is set to expire on September 15, 2008. The other parties have all expressed a desire to extend the term current agreement by an additional thirty-six months. This propsed First Amendment makes no other changes to the terms of the contract.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the First Amendment to the Fiber Optic Interlocal Agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:
☐ County Attorney Review (Arnold Schneider)

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, DONALD ESLINGER, AS SHERIFF OF SEMINOLE COUNTY, MICHAEL ERTEL, AS SUPERVISOR OF ELECTIONS AND THE SANFORD AIRPORT AUTHORITY FOR FIBER OPTIC COMMUNICATIONS NETWORK CONNECTIVITY AND LEASING OF TELEPHONE EQUIPMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and executed this _____ day of _____, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771 ("COUNTY"); **DONALD F. ESLINGER, AS SHERIFF OF SEMINOLE COUNTY, FLORIDA**, whose address is 100 Bush Boulevard, Sanford, Florida 32773-6706, ("SHERIFF"); **MICHAEL ERTEL, AS SUPERVISOR OF ELECTIONS**, whose address is 1500 E. Airport Boulevard (P.O. Box 1479), Sanford, Florida 32772-1479, ("SUPERVISOR"); and the **SANFORD AIRPORT AUTHORITY**, a special district heretofore created by the State of Florida, and whose address is 1200 Red Cleveland Boulevard, Sanford, Florida 32773, ("AUTHORITY").

W I T N E S S E T H:

WHEREAS, the parties previously entered into that certain *Interlocal Agreement Between Seminole County, Donald Eslinger, As Sheriff of Seminole County, Michael Ertel, As Supervisor of Elections and The Sanford Airport Authority for Fiber Optic Communications Network Connectivity and Leasing of Telephone Equipment* dated September 16, 2005 (the "Agreement"); and

WHEREAS, the Agreement has a term of thirty six (36) months from its September 16, 2005 effective date; and

SECTION 3. EFFECT OF FIRST AMENDMENT ON AGREEMENT. This First Amendment shall be effective on the date shown on the first page hereto. The remaining portions of the Agreement as well as the Exhibits/Attachments thereto not expressly amended by this instrument shall remain in full force and effect as originally agreed upon. The severability clause in Section 19 of the Agreement shall be deemed applicable to this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to the Agreement:

ATTEST:

ORLANDO SANFORD AIRPORT AUTHORITY

_____
AUTHORITY Clerk

By:_____
LARRY A. DALE, C.M., President/CEO

Date:_____

ATTEST:

SEMINOLE COUNTY SHERIFF'S OFFICE

_____

By:_____
DONALD F. ESLINGER, Sheriff

Date:_____

ATTEST:

SUPERVISOR OF ELECTIONS

_____

By:_____
MICHAEL ERTEL, Supervisor of Elections

Date:_____

(SIGNATURES AND ATTESTATIONS CONTINUED ON PAGE 4 OF 4)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency

_____
County Attorney

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Lake Forest Subdivision Sections 9A and 9B

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:
Authorize the release of the Private Road Maintenance Bond #1015466 in the amount of $113,928.70 for the Lake Forest Subdivision Sections 9A and 9B road improvements.

District 5 Brenda Carey Larry Poliner

BACKGROUND:
Section 35.44 (e) of the Seminole County Land Development Code, concerning *Additional Required Legal Submittals,* required the Lake Forest Section 9A and 9B project to have a Private Road Maintenance Bond, specifically, Maintenance Bond #1015466 for $113,928.70 (Lexon Insurance Company), to insure against any significant degradation in operating conditions resulting from any defective work covered by this bond. Staff conducted a two year maintenance inspection for this project located west of I-4 and north of SR 46 and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:
Staff recommends that the Board authorize the release of the Lake Forest Subdivision Sections 9A and 9B Private Road Maintenance Bond #1015466 in the amount of $113,928.70 for the Lake Forest Subdivision Sections 9A and 9B road improvements.

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney
3. Request for Release Letter

Additionally Reviewed By:
☐ County Attorney Review (Kathleen Furey-Tran)

PRIVATE ROAD MAINTENANCE BOND

#1015466

KNOW ALL MEN BY **THESE** PRESENTS:

That we **ORLANDO LAKE FOREST JOINT VENTURE,** hereinafter referred to as "Principal" and Lexon Insurance Company hereinafter referred to as "Surety" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "Beneficiary" or "Beneficiaries" in the sum of $ One Hundred Thirteen Thousand Nine Hundred Twenty Eight Dollars and 70 /100 ($113,928.70) 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 Section 9A and 9B, a plat of which is recorded in Plat Book _____, Pages _____, Public Records of Seminole County, Florida;

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated JAN 9, 2004, 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 MAY 2, 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 MAY 2, 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 and 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 3rd day of January, ~~2003~~ 2005.

Address:

10172 Linn Station Road
Louisville, KY 40223

Orlando Lake Forest Joint Venture
By: Orlando Lake Forest, Inc., Managing General Partner

By: _____ Its Vice Pres.
(if corporation)

ATTEST: _____, Its Secretary
(if corporation)
SEAL

Address:

10002 Shelbyville Road
Louisville, KY 40223

Lexon Insurance Company
Surety

By: _____
Its Attorney-in-Fact
Myrtie F. Henry

ATTEST: _____

POWER OF ATTORNEY

LX - 012175

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **LEXON INSURANCE COMPANY,** a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John B. Manus, Linda Gibson, Mary E. Joseph, Megan Kaelin, Tammy Masterson

Brook T. Smith, Kathy Hobbs, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Sandra F. Harper, Myrtie F. Henry, Julie Radican

its true and lawful Attorney@)-In-Factto make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **LEXON INSURANCE COMPANY** on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed $2,500,000.00, Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **LEXON INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 2nd day of July, 2003.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

LEXON INSURANCE COMPANY

BY _____

David E. Campbell
President

ACKNOWLEDGEMENT

On this 2nd day of July, 2003, before me, personally came David E. Campbell to **me** known, who being duly sworn, did depose and say that he is the President of **LEXON INSURANCE COMPANY,** the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
LYDIA J. DEJONG
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/12/2007

_____

Lydia J. DeJong
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **LEXON INSURANCE COMPANY,** A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 3rd Day of January 2005.

LEXON INSURANCE COMPANY
A TEXAS INSURANCE COMPANY

_____

Donald D. Buchanan
Secretary

NTS/Orlando Lake Forest Joint Venture
10172 Linn Station Road
Louisville, Kentucky 40223
(502) 426-4800

July 9,2008

BeJay Harbin
1301 E. 2nd Street
Sanford, FL 32771

RE: Private Road Maintenance Bond

Project Name: Lake Forest Subdivision 9A & 9B
Bond Number: 1015466
Bond Amounts: $113,928.70
District #: 5

Dear Ms. Harbin:

Per the attached letter, the Seminole County Development Review Inspectors have notified us that the above mentioned Road Maintenance Bond may be released. This letter serves are our official request for the release of this bond.

If you have any questions or require further information, please contact me at 502-426-4800.

Sincerely,

Matt Ricketts
Vice President

MR/jd

Attachment

cc: Janette Bums
Derek Salmon
File

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Approve the Release of a Performance Bond for Banyan Pointe Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian Walker **EXT:** 7337

MOTION/RECOMMENDATION:
Authorize the release of Performance Bond (Water & Sewer Systems) # B98815017259 for Banyan Pointe Subdivision as requested by Ashton Orlando Residential, LLC, applicant.

District 4 Carlton D. Henley Brian Walker

BACKGROUND:

Banyan Pointe Subdivision is located on Longwood Lake Mary Rd. in Section 17, Township 20 South, Range 30 East.

The following Performance Bond was required as part of the Land Development Code Section 35.44, Required submittals for final plat, Part (e) Additional Required Legal Submittals, Sub-part (1) Bonds, to secure the construction and completion of the subdivision improvements for Banyan Pointe Subdivision:

- Performance Bond (Water & Sewer Systems) # B98815017259 in the amount of $138,787.01 (American Southern Insurance Company)

All work covered by the above referenced bond has been completed, inspected and approved by staff. The performance bond has been replaced by a maintenance bond which covers work quality for a period of two years.

STAFF RECOMMENDATION:
Authorize the release of Performance Bond (Water & Sewer Systems) # B98815017259 for Banyan Pointe Subdivision as requested by Ashton Orlando Residential, LLC, applicant.

ATTACHMENTS:

1. Copy of Performance Bond

Additionally Reviewed By:
☐ County Attorney Review (Kathleen Furey-Tran)

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

Bond #B98815017259

PERFORMANCE BOND (Water and Sewer Systems)

KNOW ALL MEN BY THESE PRESENTS:

That we, Ashton Orlando Residential, LLC, hereinafter called the "Principal", and American Souther 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 One Hundred Thirty Eight Thousand Seven Hundred Eighty Seven and 01/100 Dollars ($138,787.01) ____, 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 Banyan Pointe has covenanted and agreed with Seminole County to construct sewer systems and water distribution systems, and other improvements (delete inapplicable improvements) based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated the 10th October day of 2016 and being on file with the Department of Public Works of Seminole County, Florida, and

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 prescribeed in the approved development plans and plans and specifications dated the 10th day of October, 20 16, 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 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 developments plans and 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 developments plans or plans and specifications above referred to, within the time specified, 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 should 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 23rd day of February, 2007

Address: 2450 Maitland Center Pkwy., Ste. 301

Ashton Orlando Residential, LLC
Principal
By: _____
Its Division President
(if corporation)

ATTEST: _____
Its _____
(if corporation)

CORPORATE SEAL

American Southern Insurance Company
_____
Surety

Address: 3715 Northside Pkwy. NW Bldg. 400, Ste. 800
Atlanta, GA 30327

By: Dawn L. Morgan
Dawn L. Morgan, Attorney-in-Fact
FL License #P011322
ATTEST: Heather A. Beck
Heather A. Beck

(App E, LDC, through Supp 16; Ord. No. 95-4, § 16, 6-26-95)

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW
Building 400, Suite 800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stephen T. Kazmer, James I. Moore, Mary Beth Peterson, Elaine Marcus, Dawn L. Morgan, or Bonnie Kruse all of Westmont, Illinois, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of $1,000,000 (one million dollars).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 16th day of June, 2006.

Attest:

Gail A. Lee, Secretary
American Southern Insurance Company

American Southern Insurance Company

By: Scott G. Thompson, President

STATE OF GEORGIA
COUNTY OF FULTON

On this 16th day of June, 2006, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

Candace T. Cheatham
Notary Public, State of Georgia
Commission Expires December 7, 2009

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and Sealed at the City of Atlanta. Dated the 23rd day of February, 2007.

Jerry A. Underwood
Vice President - Surety

Number 060159

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond for Airport Blvd. Right-of-Way (ROW) – Brio Commerce Center

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Larry Poliner **EXT:** 7318

MOTION/RECOMMENDATION:
Authorize the release of the Airport Blvd. Right-of-Way (ROW) - Brio Commerce Center Paving and Drainage Improvements Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond in the amount of $2,986.50 for the Airport Blvd. Right-of-Way - Brio Commerce Center road improvements.

District 5 Brenda Carey Larry Poliner

BACKGROUND:
Cash Maintenance Bond in the amount of $2,986.50 was required by Section 35.44 (e) *Additional Required Legal Submittals,* (1) Bonds of the Seminole County Land Development Code to insure against any significant degradation in operating conditions resulting from any defective work covered by this agreement and bond. Staff conducted a two year maintenance inspection for this project located Airport Blvd. and Lake Placid Drive and determined the improvements to be satisfactory.

STAFF RECOMMENDATION:
Staff recommends that the Board authorize the release of the Airport Blvd. Right-of-Way (ROW) - Brio Commerce Center Maintenance and Escrow Agreement and the Paving and Drainage Improvements Cash Maintenance Bond in the amount of $2,986.50 for the Airport Blvd. Right-of-Way (ROW) – Brio Commerce Center road improvements.

ATTACHMENTS:

1. Paving and Drainage Improvements and Escrow Agreement
2. Paving and Drainage Improvements Cash Maintenance Bond
3. Request for Release Letter

Additionally Reviewed By:
☐ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

2006 THIS AGREEMENT is made and entered into this 10th day of July, 2006, between Brio, LLC, hereinafter referred to ar "PRINCIPAL," and SEMINOLE COUNTY, a political nubdivision of the State of Florida, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as Brio Commerce Center a Plat of which is recorded in ~~Plat~~ Book 05950 Pages 0403, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated July, ~~19~~ 2006 (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defeets resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from July 6, 2006, ~~19~~; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of twenty nine hundred eighty six and 50/100 DOLLARS ($ 2986.50)

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt: and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned *crrh* as security for the maintenance obligation of the PRINCIPAL.

2. The PRINCIPAL hereby deposits in escrow with COUNTY, ~~the~~ of twenty nine hundred eighty six and 50/100 DOLLARS ($ ~~2986.50~~ 2986.50) to guarantee that all paving and drainage improvements set forth ~~on~~ plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.

3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.

4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be, held and firmly bound to the COUNTY in the sum of twenty nine hundred eighty six and 50/100 DOLLARS ($ 2986.50) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from July 6, 2006, ~~19~~, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect *for* which the PRINCIPAL is responsible and shall specify in *said* notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6, Should the PRINCIPAL fail or refuse to perform or correct raid defects within the time specified, the *COUNTY* shall be authorized, but shall not be Obligated, to take over and perform, or cause to be performed. such work as shall be necessary to correct such defects, and shall be authorized to drav upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other Laators involved, and the consideration in approving and *filing* the said Plat shall have tho right *to* resort to any and all legal remedies against the PRINCIPAL, bath at law and in equity, including specifically, specific performance, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from *faulty* materials or workmanship, or, pursuant to public advertisement and receipt of bids, cauea Co be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cast thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which *may* be sustained on account of the failure of the PRINCIPAL to correct maid defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, sealed and delivered
in the presence of:

Elizabeth McConaughey

By: George J. Viele, Managing Member

Date: July 6, 2006

WITNESSES:

Jerri Dorchen

Sherri Harless

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE *COUNTY*, FLORIDA

Owen D. Reagan
Acting Division Manager
~~Deputy Director of Public Works~~

Date: 7/12/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida)
) ss
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 4th day of July, ~~19~~2006 by GEORGE J. VIELF, who is personally known to me or who has produced _____ as identification.

ELIZABETH DI CONSIGLIO
MY COMMISSION # DD 444261
EXPIRES: October 24, 2009
Bonded Thru Notary Public Underwriters

Elizabeth Di Consiglio
Print Name Elizabeth Di Consiglio
Notary Public in and for the County and State Aforementioned

My commission expires: 10/24/09

P:\USERS\ROGER\PRM\LDCI085
Rev. 05/30/97

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
ROADS DIVISION
SEMINOLE COUNTY, FLORIDA

Acting Division Manager

Date: 7/24/06

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamling of Development-Related Agenda Items and approved on April 2, 1997.

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 24 day of July, 2006, by Owen Reagan, who is personally known to me or who has produced _____ as identification.

Print Name Teresa L. Touchton
Notary Public in and for the County and State Aforementioned

My commission expires:

Notary Public State of Florida
Teresa L. Touchton
My Commission DD532283
Expires 05/19/2010

P:\USERS\ROGER\FRM\LDC2085
Rev. 05/30/97

PAVING AND DRAINAGE IMPROVEMENTS
CASE **MAINTENANCE** BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Brio, LLC, **as** PRINCIPAL is held and **firmly** bound unto SEMINOLE **COUNTY**, a **political subdivision** of the State **of Florida, in** the cash penal **sum** of Twenty nine hundred eighty six & 50/00 **DOLLARS** ($ 2986.50), which **sum** has been deposited in escrow **with** SEMINOLE COUNTY in **accordance with** the **provisions** of a Maintenance and Escrow Agreement of even date **which is** attached hereto and made a part **hereof** by this reference to **it**, does bind Brio, LLC, **reepective** heirs, personal representatives, successors **and** assigns, jointly and severally, **firmly** by this Bond.

The condition **of** this Bond **is** that the paving and **drainage** improvements made as shown on **Subdivision Plans** and Specifications dated July 1 2006, **including** surveying, engineering, **and** land clearing, for Brio Commerce Center Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or **for** any extension thereof **agreed** to by SEMINOLE COUNTY, and if all **costs** incurred in connection with the maintenance **of** said **improvements** shall be made and shall be paid in full, and in accordance therewith and with **the** documents and **specifications referred to** therein or attached thereto, then this obligation ehall be null and void, otherwise **it shall remain** in full **force** and effect.

DATED: July 6, 2006.

Principal Managing Member. (SEAL)

Principal (SEAL)

Principal (SEAL)

(App E, LDC, through Supp 16).

Brio, L.L.C.
815 Orienta Avenue, Suite 1040
Altamonte Springs FL 32701
407-830-1414

July 23, 2008

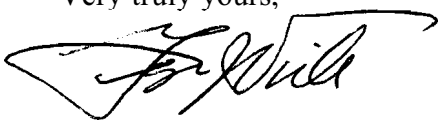
BeJay Harbin
1301 East 2nd Street
Sanford FL 32771

Re: Paving and Drainage Maintenance & Escrow Agreement
Project Name: Airport Blvd ROW-Brio Commerce Center
Bond #: Cash
Bond Amount: $2,986.50
District #: 5

Dear BeJay:

This letter will serve as a request for release of cash bond for the Brio Commerce Center project.

Very truly yours,



George J. Viele
Manager

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Palmer's Lake Brantley Estate Minor Plat

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Brian M. Walker **EXT:** 7337

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the minor plat for Palmer's Lake Brantley Estate located east of W. Lake Brantley Drive at 2201 Peninsular Court in Section 4, Township 21S, Range 29 E. (James & Lisa Palmer, applicant)

District 3 Dick Van Der Weide Brian M. Walker

BACKGROUND:

The applicant, James & Lisa Palmer, is requesting approval of the Palmer's Lake Brantley Estate minor plat. The plat consists of combining four (4) lots into one large parcel containing approximately 6.31 acres. The parcel is zoned R-1AA which requires a minimum lot size of 11,700 square feet. The property is located east of W. Lake Brantley Dr. at 2201 Peninsular Court in Section 4, Township 21S, Range 29E.

The plat meets all applicable requirements of Chapter 35, Section 35.122, Seminole County Land Development Code and Chapter 177, Florida Statutes. The proposed plat does not require a performance bond.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute the minor plat for Palmer's Lake Brantley Estate located east of W. Lake Brantley Drive at 2201 Peninsular Court in Section 4, Township 21 S, Range 29 E.

ATTACHMENTS:

1. Reduced Size Plat
2. Area Map
3. Location Map
4. Aerial Map

Additionally Reviewed By:
☐ County Attorney Review (Kathleen Furey-Tran)

PALMER'S LAKE BRANTLEY ESTATE

SHEET 1 OF 1

PLAT BOOK ____ PAGE ____

A Replat of Lots 22, 23, 24 and 25, Lake Brantley Isles Amended Plat

Recorded in Plat Book 9, Page 67

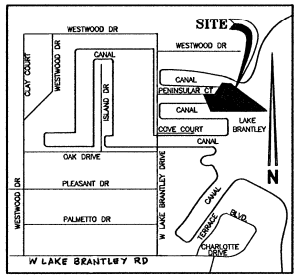
Section 4, Township 21 South, Range 29 East

Seminole County, Florida

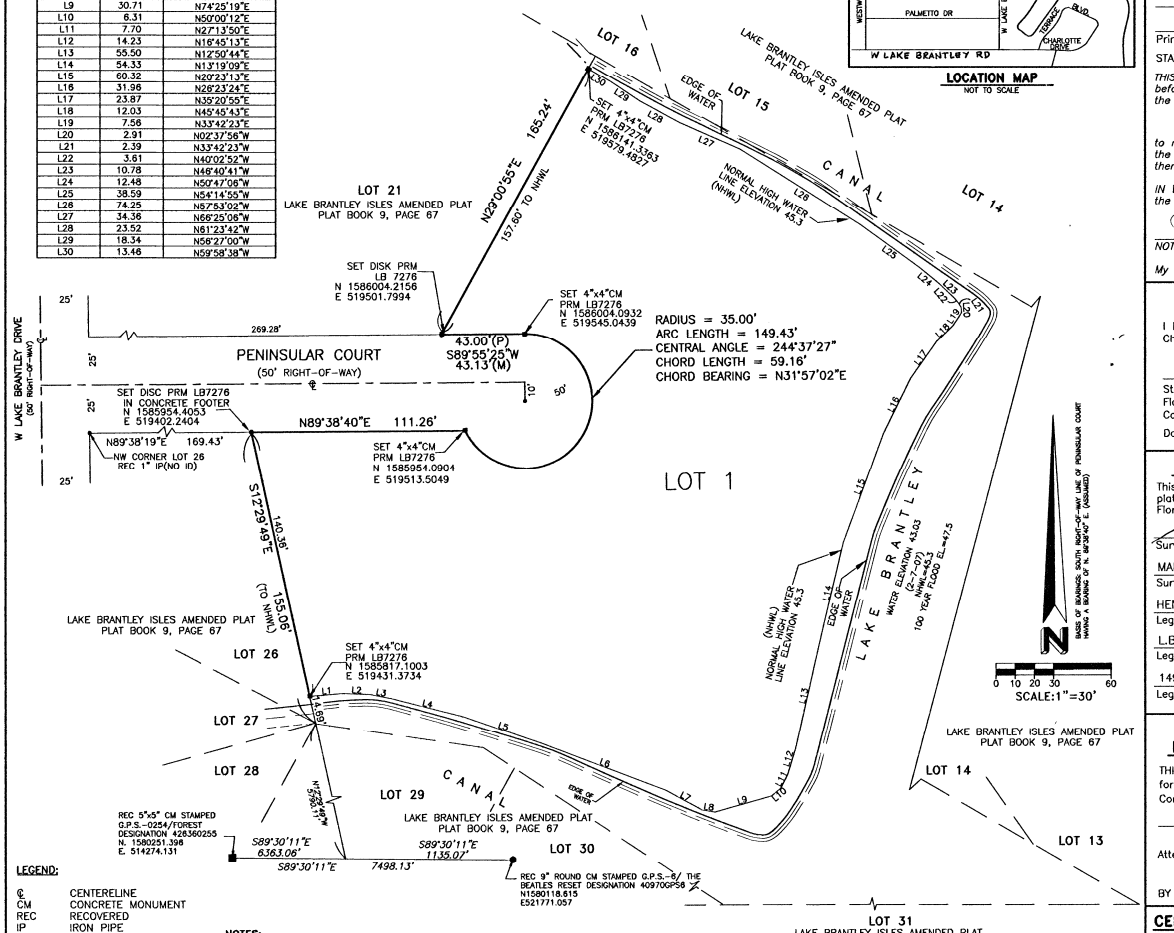
LINE TABLE		
LINE	LENGTH	BEARING
L1	17.43	N85°21'18"E
L2	14.11	S87°38'24"E
L3	11.07	S79°04'34"E
L4	38.53	S75°48'25"E
L5	43.41	S71°00'32"E
L6	69.00	S69°24'03"E
L7	21.41	S61°41'19"E
L8	6.94	S81°06'13"E
L9	30.71	N74°25'19"E
L10	6.31	N50°00'12"E
L11	7.70	N27°13'50"E
L12	14.23	N18°45'13"E
L13	55.50	N12°50'44"E
L14	54.33	N13°19'09"E
L15	60.32	N20°23'13"E
L16	31.96	N26°23'24"E
L17	23.87	N35°20'55"E
L18	12.03	N45°45'43"E
L19	7.56	N33°42'23"E
L20	2.91	N02°37'56"W
L21	2.39	N33°42'23"W
L22	3.61	N40°02'52"W
L23	10.78	N46°40'41"W
L24	12.48	N50°47'06"W
L25	38.59	N54°14'55"W
L26	74.25	N57°53'02"W
L27	34.36	N66°25'06"W
L28	23.52	N61°23'42"W
L29	18.34	N56°27'00"W
L30	13.46	N59°58'38"W

DESCRIPTION:
LOT 22, LOT 23, LOT 24 AND LOT 25, LAKE BRANTLEY ISLES AMENDED PLAT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 67 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

CONTAINING 76,040 SF (1.75 ACRES)± ABOVE NHWL



LOCATION MAP
NOT TO SCALE



LEGEND:

℄	CENTERELINE
CM	CONCRETE MONUMENT
REC	RECOVERED
IP	IRON PIPE
NHWL	NORMAL HIGH WATER LINE

NOTES:
1. BASIS OF BEARINGS: SOUTH RIGHT-OF-WAY LINE OF PENINSULAR COURT HAVING A BEARING OF N. 89°38'40" E. (ASSUMED)
2. ELEVATIONS SHOWN HEREON ARE BASED ON SEMINOLE COUNTY BENCHMARK DATA, NORTH AMERICAN VERTICAL DATUM, 1988 (NAVD88)
3. COORDINATES SHOWN HEREON ARE BASED ON PUBLISHED SEMINOLE COUNTY GEODETIC CONTROL POINTS, SEPTEMBER 2006, REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, N.A.D. 1983 (ADJUSTMENT OF 1990).
4. 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 SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

HENRICH–LUKE & SWAGGERTY, LLC
surveyors & mappers
1490 Sunshadow Drive
Suite 1000
Casselberry, Florida 32707
(407) 647-7346
Fax (407) 647-8097
Licensed Business No. 7276

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.

PALMER'S LAKE BRANTLEY ESTATE
(A REPLAT)
DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the individuals named below, being the owners in fee simple of the lands described in the caption to this plat hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates (NOTHING DEDICATED) to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to or witnessed this 15th day of July, 2008.

James R. Palmer, Owner — Lisa J. Palmer, Owner

Signed and sealed in the presence of:

Amber L. Mowrey — Milagros Fernández
Printed Name: Amber L. Mowrey — Printed Name: Milagros Fernández

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on July 15th, 2008 before me an officer duly authorized to take acknowledgements in the State and County aforesaid, personally appeared:

JAMES R. PALMER LISA J. PALMER

to me known to be the individuals described in and who executed the foregoing Dedication severally acknowledged the execution thereof to the their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Paul Maria Baker
NOTARY PUBLIC
Notary Public State of Florida Paula Maria Baker My Commission DD515581 Expires 11/12/2010
My Commission Expires: ____

COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177 Florida Statutes.

Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida..
Date: ____

CERTIFICATE OF PREPARING SURVEYOR

This plat was prepared under my direction and supervision. This plat complies with all the survey requirements of Chapter 177, Florida Statutes.

Mark I. Luke — June 30, 2008
Surveyor's Signature — Date

MARK I. LUKE — L.S. 5006
Surveyor's Name (printed) — Surveyor's Registration Number

HENRICH–LUKE & SWAGGERTY, LLC
Legal Entity's Name

L.B. 7276
Legal Entity's Certificate of Authorization Number

1490 Sunshadow Drive, Suite 1000, Casselberry, Florida 32707
Legal Entity's Address

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on ____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

Chairman of the Board

Attest: ____
Clerk of the Board

BY ____ D.C.

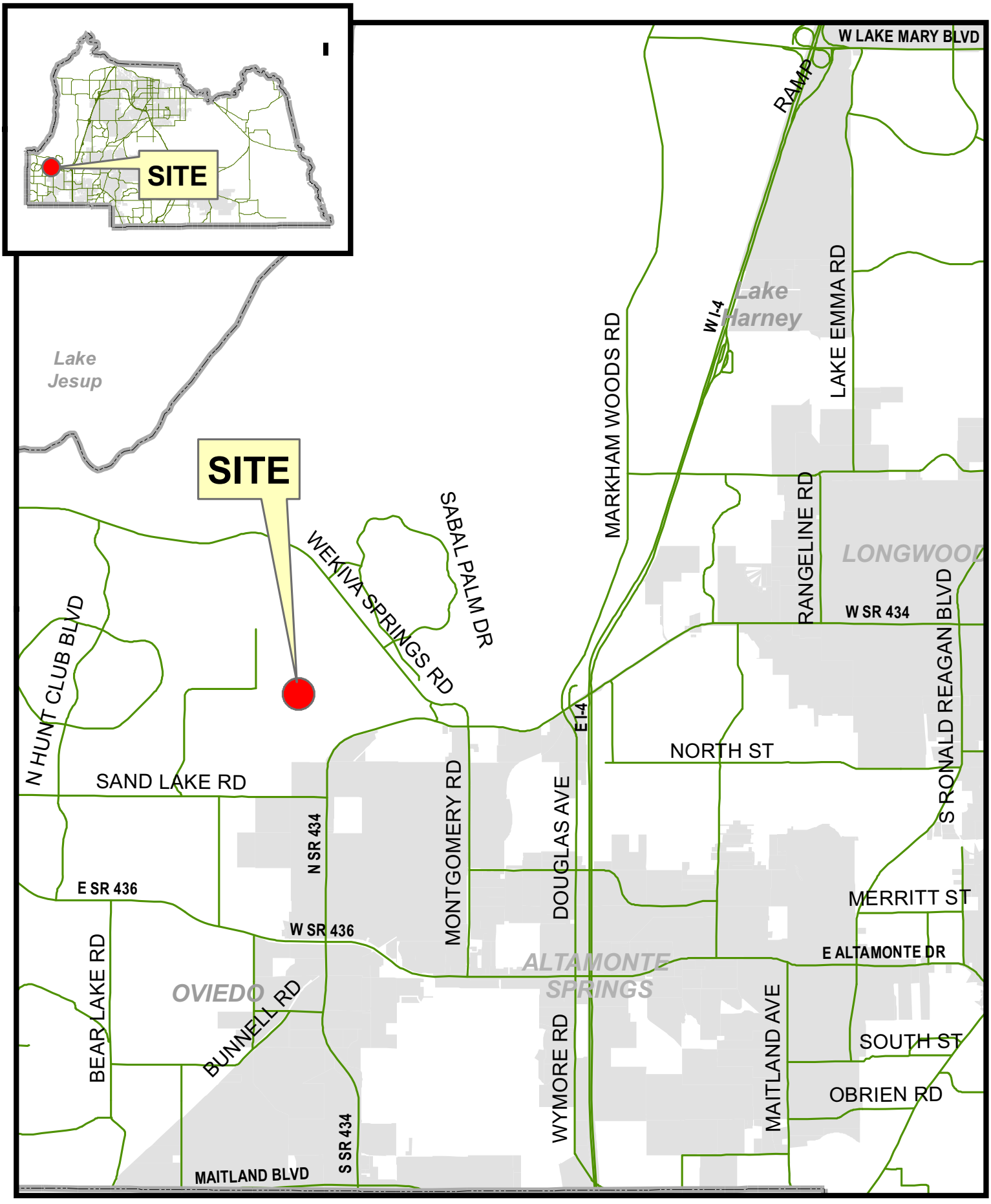
CERTIFICATE OF CLERK OF CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the Foregoing plat and find that it complies with all the requirements of Chapter 177, Florida Statutes, and was filed for record on ____

at ____ File No. ____

CLERK OF THE COURT

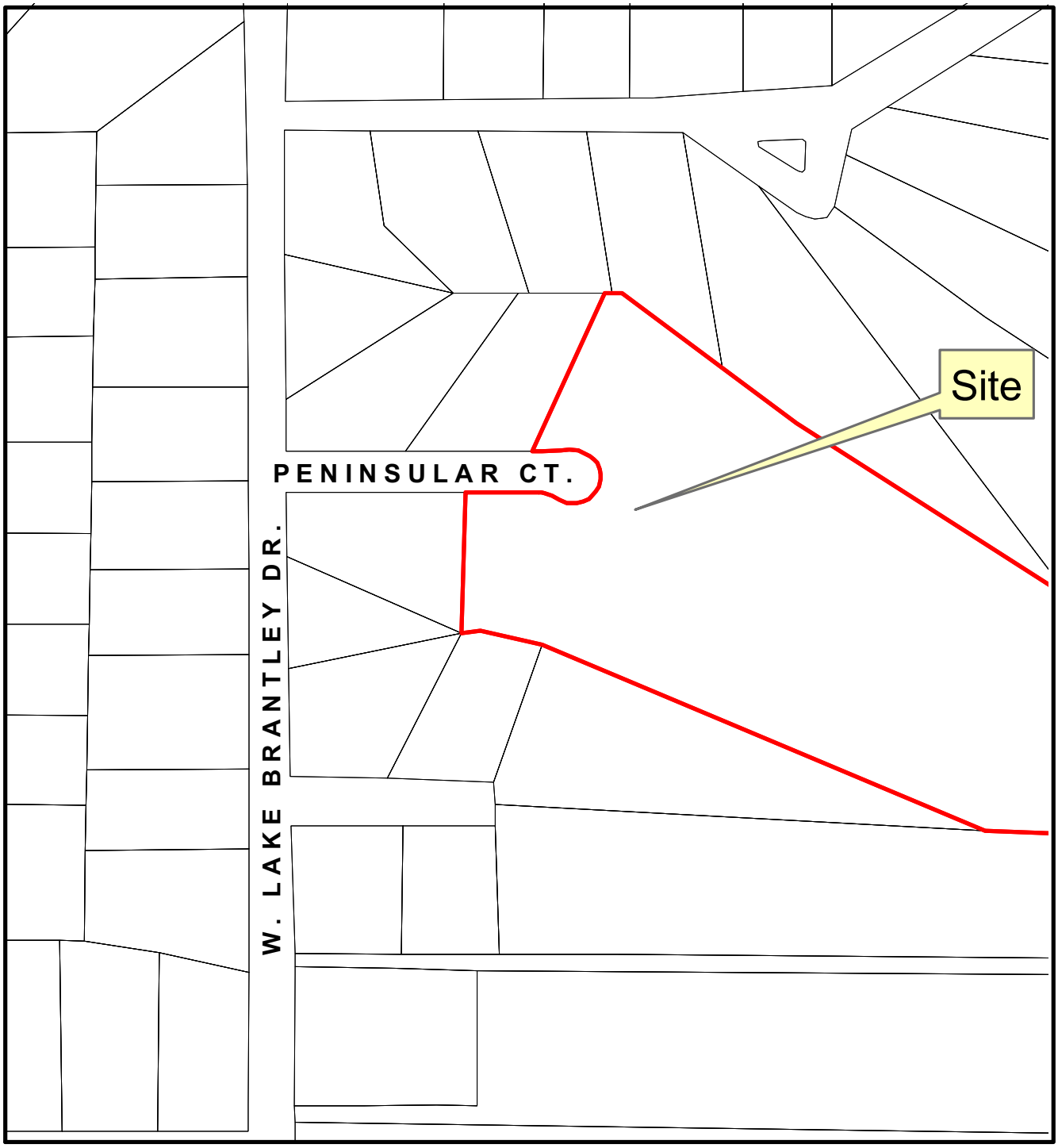
BY ____ D.C.



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd **/**/06

Palmer's Lake Brantley Estate Minor Plat

Area Map



Palmer's Lake Brantley Estate
Minor Plat

Location Map



Palmer's Lake Brantley Estate
Minor Plat

Aerial Map

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Authorization to Enter into an Interlocal Agreement Between Seminole County and the City of Casselberry Relating to Landscaping and Irrigation on a Portion of Seminola Boulevard in Connection with the Lake Drive Phase I and II Project

DEPARTMENT: Public Works **DIVISION:** Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Jerry Matthews **EXT:** 5646

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to enter into an Interlocal Agreement with the City of Casselberry relating to landscape and irrigation installation, and ongoing maintenance of landscaping and irrigation, on a portion of Seminola Boulevard in conjunction with the Lake Drive Phase I and II Project.

District 1 Bob Dallari Jerry McCollum

BACKGROUND:

The City of Casselberry proposes installation of additional landscaping, irrigation (by extending a 12 inch reclaimed water line), and City maintenance of landscaping and irrigation along the newly-constructed portion of Seminola Boulevard between Lake Drive and the City of Casselberry corporate limits. This agreement will facilitate implementation of their proposal.

Seminole County will reimburse the City that proportionate share of the funding for landscaping originally committed for the roadway project, not to exceed $30,945.00. Funds are available in Capital Improvement Project #00012401.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to enter into an Interlocal Agreement with the City of Casselberry relating to landscape and irrigation installation, and ongoing maintenance of landscaping and irrigation, on a portion of Seminola Boulevard in conjunction with the Lake Drive Phase I and II Project.

ATTACHMENTS:

1. City of Casselberry Resolution - Seminola Boulevard
2. Interlocal Agreement - City of Casselberry - Seminola Boulevard

Additionally Reviewed By:

☐ Budget Review (Fredrik Coulter, Lisa Spriggs)

☐ County Attorney Review (Matthew Minter)

RESOLUTION 08-1908

"A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY RELATING TO LANDSCAPE AND IRRIGATION INSTALLATION AND THE RELATED BUDGET AMENDMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

WHEREAS, for the past five years the City has maintained and upgraded the medians along Seminola Boulevard; and

WHEREAS, the City of Casselberry desires to add landscaping along the newly constructed portion of Seminola Boulevard within the City's jurisdiction; and

WHEREAS, in order to obtain a cohesive landscaping plan along Seminola Boulevard and a higher level of plant material than the County would have installed, the estimated cost will be $76,085 ; and

WHEREAS, Seminole County has agreed to compensate the City in the amount of $30,945.00 towards this landscaping improvement; and

WHEREAS, a budget amendment is necessary to recognize the contribution from Seminole County as well as the City's share funded from reserve; and

WHEREAS, City staff has reviewed the proposed Agreement from Seminole County and finds it favorable to the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. The City Commission of the City of Casselberry hereby approves the Interlocal Agreement between Seminole County and the City of Casselberry relating to landscape and irrigation installation, from Seminole County, (attached as Exhibit "A"), and authorizes the Mayor to execute said document on behalf of the City.

SECTION II. The City Commission hereby accepts the terms and conditions as presented in said Agreement.

SECTION III. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION IV. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION V. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 28th day of July, AD 2008.

ATTEST:

Donna G. Gardner
City Clerk

Bob Goff
Mayor/Commissioner

INTERLOCAL AGREEMENT
BETWEEN SEMINOLE COUNTY AND THE CITY OF CASSELBERRY RELATING TO LANDSCAPE AND IRRIGATION INSTALLATION

THIS INTERLOCAL AGREEMENT, is made and entered into this 28th day of July, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereafter referred to as the "COUNTY") and the **CITY OF CASSELBERRY,** a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707 (hereafter referred to as "CITY").

W I T N E S S E T H:

WHEREAS, the COUNTY is currently prosecuting the Lake Drive Phase I and II CC-0256-06/TLR Project; and

WHEREAS, a portion of Seminola Boulevard, described herein as the Project Area, lies within the COUNTY's Lake Drive project; and

WHEREAS, the COUNTY's current landscaping plans for the Lake Drive project do not envision landscaping requiring irrigation to survive; and

WHEREAS, the CITY has expressed a desire to upgrade the planned landscaping within the Project Area on Seminola Boulevard; and

WHEREAS, the planned and uniform development of this road as a well landscaped, scenic roadway will contribute to the general health, safety and welfare of the residents of the CITY and the COUNTY; and

WHEREAS, the CITY and the COUNTY have worked together in a cooperative manner relating to this road and desire to continue to mutually cooperate with each other in order to enhance the quality of life of the citizens of the CITY and the COUNTY.

NOW, THEREFORE, in consideration of the promises, covenants and commitments contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged as to both parties, the parties agree as follows:

Section 1. **Purpose of this Agreement.** The purpose of this Agreement is to provide for landscaping, irrigation and maintenance of the landscaping and the irrigation system, all to be installed by the CITY, on that portion of Seminola Boulevard lying between Lake Drive and the City corporate limits (hereafter the area covered by this Agreement will be referred to as the "Project Area"). Attached as Attachment "A" is a map of the Project Area, which is reflective in the Lake Drive Phase I & II CC-0256A-06/TLR Project construction plans from approximately Station 534 to Station 578.

Section 2. **Term.** This Interlocal Agreement shall become effective upon approval by the Governing Bodies of the COUNTY and the CITY.

Section 3. **City's Obligations.** Throughout the term of this Agreement the CITY shall:

(a) Provide reclaimed water to the Project Area; and

(b) Upon completion of the CITY's construction contractor's warranty period, be solely responsible for providing all necessary functional and aesthetic maintenance of the landscaping and irrigation system located within the Project Area, including, but not limited to, watering, mowing, fertilizing, litter removal, aesthetic appearance, replacement and sustainable care of plantings (replacing like with like, to the maximum extent possible), maintenance and repair of the irrigation system as required, and the

replacement and sustainable care of decorative pavements and concrete damaged as a result of any of the foregoing activities; and

(c) To the extent allowable by law, indemnify and hold the COUNTY harmless from and against all liability, claims, demands, attorneys fees (both at trial and on appeal), judgments and costs relating to personal injuries, including death, and property damage arising from CITY's acts and omissions in the performance of the CITY's obligations under this Agreement.

Section 4. **Reclaimed Water Line.** In order to meet the CITY's obligations specified above, the CITY shall, at no cost to the COUNTY, extend a 12 inch (12") reclaimed water line to the Project Area. The reclaimed water line, all meters and other infrastructure constructed by the CITY shall remain the property of the CITY. In order to clearly state the intent of the parties, the COUNTY's landscaping plans existing on the date of this Agreement (the "Existing Plans") do not envision an irrigation system and landscaping requiring water to survive. As a result of this Agreement the Existing Plans will be changed to provide for plantings and landscaping dependent upon regular watering. Thereafter, the CITY shall bear all costs associated with making the connection of the reclaimed water line to the irrigation system and the new plants and landscaping required to meet the changed landscaping plans. Should the CITY fail in a material way to make the connection and install new plantings then the CITY shall reimburse the COUNTY for the costs associated with the COUNTY's compliance with the terms of this Agreement (changed plans and installation of the irrigation system).

Section 5. **County Obligations.** The COUNTY shall reimburse the CITY that proportionate share of the landscaping funding originally committed for the roadway

project; not to exceed $30,945.00. The COUNTY shall reimburse the CITY the compensation, not to exceed $30,945.00, within 60 (sixty) calendar days of submittal of the invoice for said work effort.

Section 6. **Assignment**. This Agreement shall not be assigned by either party without the prior written approval of the other, however, this prohibition shall not prevent either party from meeting its obligations hereunder by using independent contractors.

Section 7. **Public Records.** The parties shall allow public access to all documents, papers, letters or other materials which have been made or received by the parties in conjunction with this Agreement.

Section 8. **Records and Audits.** The parties shall maintain any and all records, documents, papers, and other evidence pertaining to the work performed under this Agreement. Such records shall be available at reasonable times and places during the term of this Agreement and for so long as such records are maintained thereafter. Records shall be maintained in accordance with State law, including but not limited to *Chapter 119, Florida Statutes,* and generally accepted accounting and auditing principles.

Section 9. **Notices.**

(a) Whenever either party desires to give notice to the other, notice may be sent to:

For the COUNTY: **County Manager**
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

With copies to: **Public Works Director**
Reflections Plaza
520 Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

For the CITY: **City Manager**
95 Triplet Lake Drive
Casselberry, Florida 32707

(b) Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices or receipt of invoices. All notices shall be effective upon receipt.

Section 10. **Headings**. All sections and description headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation of this Agreement.

Section 11. **Entire Agreement**. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and may not be modified or amended except by a written instrument equal in dignity to this Agreement, and executed by the parties to be bound by the amendment to the Agreement.

Section 12. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

THE BALANCE OF THIS PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

ATTEST:

Donna G. Gardner

DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: _____
BOB GOFF, Mayor

Date: 7-28-08

ATTEST:

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

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

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the Board of County Commissioners at its _____, 2008, regular meeting.

Attachment 'A'

Proposed Seminola Boulevard Landscape Median Project
AKA Lake Drive Phase I & II CC-0256A-06/TLR



SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Seminole County and Bolling Farms Homeowners Association, Inc. Signage Agreement

DEPARTMENT: Public Works **DIVISION:** Traffic Engineering

AUTHORIZED BY: Gary Johnson **CONTACT:** Melonie C. Barrington **EXT:** 5676

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Signage Agreement between Seminole County and Bolling Farms Homeowners Association, Inc.

District 4 Carlton D. Henley Melonie C. Barrington

BACKGROUND:
Traffic Engineering has received a request from Bolling Farms Homeowners Association, Inc. to enter into a Signage Agreement for the purpose of installing decorative posts with regulatory signs within their subdivision. This Agreement provides for the Association to pay for the decorative signage in addition to installing, maintaining and repairing all such signage. Also, the Association will pay any increased costs relating in any way to the non-standard posts, signage and associated structures.

STAFF RECOMMENDATION:

Traffic Engineering recommends that the Board approve the Signage Agreement Between Seminole County and Bolling Farms Homeowners Association, Inc.

ATTACHMENTS:

1. Bolling Farms HOA Signage Agreement
2. Bolling Farms Location Map

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

SEMINOLE COUNTY AND BOLLING FARMS HOMEOWNERS ASSOCIATION, INC. SIGNAGE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **BOLLING FARMS HOMEOWNERS ASSOCIATION, INC.**, a Florida non profit corporation, whose mailing address is 2909 West State Road 434, Suite 131, Longwood, Florida 32779, hereinafter referred to as "BOLLING FARMS."

W I T N E S S E T H:

WHEREAS, COUNTY has the responsibility to place and maintain, as appropriate, street and traffic signage on COUNTY roads; and

WHEREAS, BOLLING FARMS desires to utilize sign posts and signage that are not the standard used by the COUNTY, for aesthetic reasons, in that certain residential area of Seminole County known as Bolling Farms subdivision; and

WHEREAS, BOLLING FARMS has agreed to install and maintain such non-standard posts and signage and pay for any increased costs relating in any way to the non-standard posts, signage and associated structures; and

WHEREAS, COUNTY has agreed to enter into this Agreement subject to the COUNTY's continuing ability to protect the public's health, safety and welfare.

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

Section 1. Purpose. The purpose of this Agreement is to establish the terms and conditions by which COUNTY shall permit BOLLING FARMS to utilize non-standard posts and street signage and to install

and maintain such posts and signage.

Section 2. Term. This Agreement shall become effective upon execution by all parties and terminate on the same date five (5) years hence. The Agreement shall automatically be renewed thereafter for successive periods of one (1) year each, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than sixty (60) days' written notice delivered to the other party or, at the option of COUNTY, immediately in the event that BOLLING FARMS fails to fulfill any of the terms, understandings or covenants of this Agreement.

Section 4. Signage.

(a) BOLLING FARMS shall acquire and install, at its sole cost, the posts at the signage locations established by COUNTY in the subdivision as depicted in Exhibit "A," attached hereto and incorporated herein. BOLLING FARMS shall attach, at its sole cost, the street and traffic signage provided or approved by COUNTY to such posts.

(b) COUNTY reserves the right to make any and all final decisions with regard to all post and signage installations. Request for permission to install the above-referenced posts and signage shall be in writing by BOLLING FARMS to COUNTY and include the following information:

(1) the type of post to be installed;

(2) the location of the posts; and

(3) the authorized signature of the individual making the request on behalf of BOLLING FARMS.

(c) It shall be BOLLING FARMS' sole and exclusive obligation to replace lost, stolen, or damaged posts with replacement posts unless BOLLING FARMS requests that COUNTY reinitiate its standard signage program. Such request by BOLLING FARMS shall be in writing and with no

less than thirty (30) days' advance written notice.

Section 5. Final Signage Plans and Related Matters.

(a) BOLLING FARMS shall provide COUNTY with the proposed design plans and specifications for all posts to be installed and COUNTY shall review the plans and specifications and respond appropriately. COUNTY shall be the sole and exclusive party with approval authority as to all final plans and specifications. Prior to commencement of any installation activities by BOLLING FARMS, COUNTY's written approval must be obtained.

(b) Signage standards shall be as follows:

(1) BOLLING FARMS shall comply with applicable signage installation and maintenance regulations set forth in the Manual on Uniform Traffic Control Services promulgated by the United States Department of Transportation Federal Highway Administration; Chapter 316, Florida Statutes; Chapter 250, Seminole County Code; and Seminole County Land Development Code Appendix A.

(2) Method for obtaining replacement signage from COUNTY: faded or damaged signs may be traded on a one (1) for one (1) basis at any reasonable time during a COUNTY workday from 7:00 a.m. to 3:30 p.m. Arrangements must be made, in advance, by telephone with COUNTY's Traffic Engineer. The signage provided by COUNTY shall be COUNTY's standard signage.

(3) Emergency Procedures.

(A) COUNTY's Traffic Engineer operates a twenty-four (24) hour sign service for damaged or stolen traffic regulatory signs such as stop signs, yield signs and do not enter signs as well as some warning signs such as turn signs with speed advisory or chevron curve signs. In emergency situations when BOLLING FARMS cannot immediately replace its signage, BOLLING FARMS shall request emergency signage by contacting COUNTY's emergency contact and advising the individual of the

emergency.

(B) When notified by the Seminole County Sheriff's Office or another responsible third party that any of BOLLING FARMS' signage is downed or damaged, COUNTY shall replace such signage with appropriate standard COUNTY signage. COUNTY shall notify BOLLING FARMS as soon as is reasonably possible of the replacement signage. In turn, BOLLING FARMS shall advise COUNTY of its standard signage repair/replacement schedule for the restoration of BOLLING FARMS signage.

Section 6. Maintenance and Operation. Upon installation of the posts and attachment of the signage, BOLLING FARMS shall maintain full responsibility for maintenance and operation of signage subject to the provisions of this Agreement.

Section 7. Level of Maintenance. BOLLING FARMS shall maintain the signage in accordance with all COUNTY policies. BOLLING FARMS shall record all maintenance activities relative to the signage on a COUNTY approved log sheet and provide a copy of same to COUNTY on the first day of each month after maintenance has been performed.

Section 8. Repair, Modification and Replacement. It is hereby understood and agreed by the parties hereto that COUNTY may remove the signage for repair wherever it deems, in its sole and exclusive discretion, that such action would be in the public interest. BOLLING FARMS shall not replace or make any modifications, excluding normal maintenance activities, to the signage without COUNTY's prior written approval, except in clear emergency situations in which case COUNTY shall be immediately notified.

Section 9. Level of Service. It is expressly understood and agreed by the parties hereto that the effect of the posts must be such that traffic will be properly handled. Necessary modifications or replacements may be made by COUNTY, at its sole cost, to accommodate the changing needs of traffic whenever it deems such action appropriate in

its sole and exclusive discretion.

Section 10. Agreement in Force. It is understood and agreed to by the parties hereto that this Agreement shall, to the extent permitted by law, remain in force during the life of the original installed posts and any replacement posts installed by BOLLING FARMS with the consent of COUNTY.

Section 11. Indemnification. BOLLING FARMS does hereby indemnify and hold harmless COUNTY from any and all liability, costs, claims and judgment, including, but not limited to, attorneys' fees whether resulting from litigation or not, arising out of or allegedly arising out of this Agreement in any way for the design, placement, installation, modification, use, reinstallation or replacement of the posts due to the acts or omissions of BOLLING FARMS, its officers, members, contractors, subcontractors, workers, employees, agents, guests, or representatives, respectively. BOLLING FARMS further agrees to cause the posts to be covered by such insurance as may be required by COUNTY.

Section 12. Insurance.

(a) BOLLING FARMS shall provide, pay for, and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation Insurance, if applicable, General Liability Insurance and Property Damage Insurance as will provide to COUNTY the protection contained in the foregoing indemnification provision.

(b) Policies other than Workers' Compensation shall be issued only by companies authorized by certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Workers' Compensation,

if applicable, may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(c) BOLLING FARMS shall specifically protect COUNTY by either naming the COUNTY as an additional insured under such policies, or, in the alternative, by providing an endorsement in accordance with the indemnification provision of Section 11. Such policies shall contain, as a minimum, the following provisions, coverages and policy limits of liability:

(1) General Liability Insurance. BOLLING FARMS shall carry limits of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($300,000.00) for injuries, including accidental or wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) on account of any one (1) occurrence.

(d) Prior to commencement of work hereunder, BOLLING FARMS shall furnish to COUNTY a certificate of written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of COUNTY in such insurance shall not be effective until thirty (30) days' after written notice thereof to COUNTY. COUNTY may require a certified copy of such policies to be delivered by BOLLING FARMS.

(e) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority; 2) no longer comply with Section 440.57, Florida Statutes; or 3) fail to maintain the Best's Rating and Financial Size Category, BOLLING FARMS shall, as soon as BOLLING FARMS has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a difference insurance company meeting the

requirements of this Agreement. Until such time as BOLLING FARMS has replaced the unacceptable insurer with an insurer acceptable to COUNTY, BOLLING FARMS shall be deemed to be in default of this Agreement.

(f) The maintenance of the insurance coverage set forth herein shall not be construed to limit BOLLING FARMS' liability under the provisions of Section 11.

(g) BOLLING FARMS agrees to insert the substance of this clause, including this subsection (g) in all contracts and subcontracts hereunder.

Section 13. Public Records. BOLLING FARMS shall allow public access to all documents, papers, letters or other material which are made or received in conjunction with this Agreement subject to the provisions of Chapter 119, Florida Statutes. Failure by BOLLING FARMS to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement.

Section 14. Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements of understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document.

Section 15. Assignments. Neither of the parties to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

Section 16. Modifications, Amendments or Alterations. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 17. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid,

it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

Section 18. Independent Contractor. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of employee, contractor, agent, representative, partner or any similar relationship between the parties, or as constituting BOLLING FARMS, including its officers, employees and agents, the partner, agent, contractor, representative or employee of COUNTY for any purpose or in any manner whatsoever. BOLLING FARMS is to be and shall remain forever an independent agency, entity and organization with respect to all matters arising under this Agreement.

Section 19. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 20. Representative of COUNTY and BOLLING FARMS.

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

(b) BOLLING FARMS shall, at all times, designate or appoint one

(1) or more representatives of BOLLING FARMS who are authorized to act in behalf of BOLLING FARMS regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

(c) The undersigned persons signing on behalf of BOLLING FARMS represent that (s)he is the designated officer or general partner acting for BOLLING FARMS; that this document has been revised and duly approved for execution by all necessary officers of directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind BOLLING FARMS to the terms and conditions contained in this Agreement.

Section 19. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt request as follows:

For COUNTY:

Seminole County Traffic Engineer
Department of Public Works
Traffic Engineering Division
1101 East First Street
Sanford, Florida 32773

For BOLLING FARMS:

Bolling Farms Homeowners Association, Inc.
2909 West State Road 434, Suite 131
Longwood, Flroida 32779

Either party may change, by written notice as provided herein, the address or person for receipt of notice.

Section 20. Compliance with Law. BOLLING FARMS agrees to comply with all Federal, State and local laws, rules and regulations.

IN WITNESS THEREOF, the parties have caused these presents to be executed this 30 day of July, 2008.

ATTEST:

Mike Dinnen
MIKE DINNEN, Secretary

(CORPORATE SEAL)

SEAL

BOLLING FARMS
HOMEOWNERS ASSOCIATION, INC.

By: Ray Bowen
RAY BOWEN, President

Date: July 30, 2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its _____, 200__, regular meeting.

Approved as to form and
legal sufficiency.

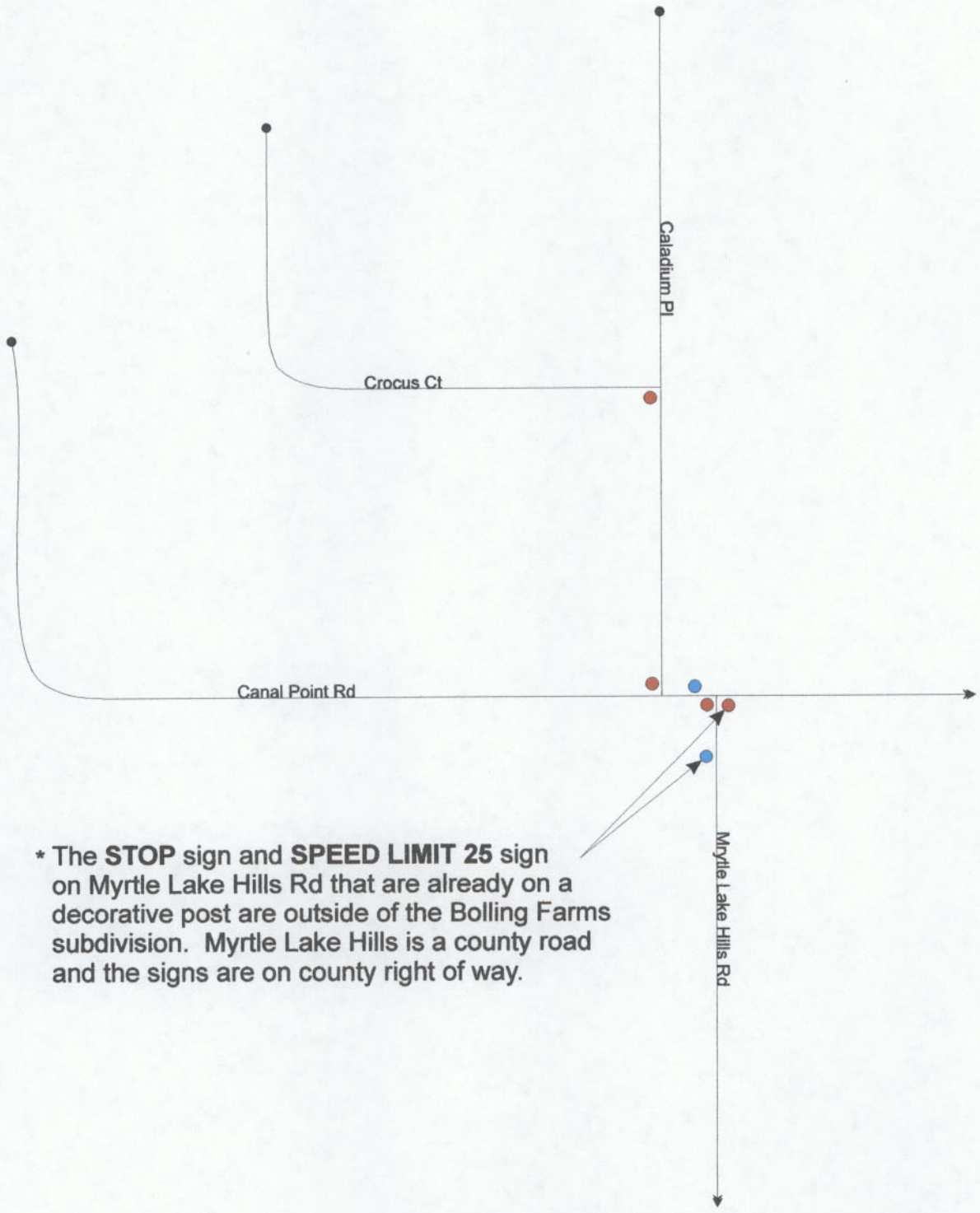
_____
County Attorney

SED/sb
6/18/08
P:\Users\lkennedy\My Documents\Public Works\Decorative Sign Agt-Bolling Farms.doc

Attachment:
Exhibit "A" - Signage Location Map

Bolling Farms
Decorative Post Agreement Review
Existing Signs
6/11/08
District 4

● - Stop signs
● - Speed Limit 25 signs



* The **STOP** sign and **SPEED LIMIT 25** sign on Myrtle Lake Hills Rd that are already on a decorative post are outside of the Bolling Farms subdivision. Myrtle Lake Hills is a county road and the signs are on county right of way.

EXHIBIT A

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Strategic Acquisitions Corp. property

DEPARTMENT: County Attorney's Office **DIVISION:** Litigation

AUTHORIZED BY: Lola Pfeil **CONTACT:** Sharon Sharrer **EXT:** 7257

MOTION/RECOMMENDATION:
Approve proposed pre-trial settlement relating to Parcel Numbers 226A/826B, 226B/226D/826C/826D, and 226C/826A on the East Lake Mary Boulevard Phase IIB project. The proposed settlement at $493,000.00 includes land value, severance damage, statutory interest, statutory attorney's fees, expert fees, and cost reimbursements. Judge Dickey.

District 5 Brenda Carey Bob McMillan

BACKGROUND:
see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed pre-trial settlement relating to Parcel Numbers 226A/826B, 226B/226D/826C/826D, and 226C/826A on the East Lake Mary Boulevard Phase IIB project. The proposed settlement at $493,000.00 includes land value, severance damage, statutory interest, statutory attorney's fees, expert fees, and cost reimbursements.

ATTACHMENTS:

1. Strategic Acquisitions Corp. property

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Robert A. McMillan, County Attorney

FROM: Matthew G. Minter, Deputy County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager / Public Works Department
Antoine Khoury, P.E. / Assistant County Engineer / Engineering Division AIK 8-18-08

DATE: August 15, 2008

RE: Settlement Authorization
East Lake Mary Boulevard Phase IIB
Parcel Nos. 226A/826B, 226B/226D/826C/826D and 226C/826A
Owner: Strategic Acquisitions Corp.
Seminole County v. Strategic Acquisitions Corp., et al.
Case No. 03-CA-2311-13-W

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel Nos. 226A/826B, 226B/226D/826C/826D and 226C/826A. This is the last group of parcels from the East Lake Mary Boulevard Phase IIB project. The case was set for trial on August 18, 2008, and settlement was reached after completion of pre-trial depositions. The proposed settlement at the total recommended sum of $493,000.00 is inclusive of all land value, severance damage, statutory interest, statutory attorney's fees, expert fees and cost reimbursements. The total settlement authorization is allocated as follows:

$360,000.00	land value, severance damage, and statutory interest
$ 48,000.00	statutory attorney's fee; and
$ 85,000.00	cost reimbursements
$493,000.00	Total

I. THE PROPERTY

A. Location Data

Parcel Nos. 226A/826B The subject parcel is located along the east side of Cameron Avenue south of SR46 and north of Moores Station Rd.

Parcel Nos. 226B/226D/826C/826D. The subject parcel is located along the north side of unimproved Jordan Road.

Parcel Nos. 226C/826A. The subject parcel is located at the northeast corner of Beardall Avenue and Bridges Road

Location maps are attached as Composite Exhibit A.

B. Property Address

The referenced properties are vacant and, therefore do not have assigned addresses. Parcel sketches are attached as Composite Exhibit B.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-47 on February 11, 2003 authorizing the acquisition of Parcel Nos. 226A/826B, 226B/226D/826C/826D and 226C/826A. The East Lake Mary Boulevard Phase IIB road improvement project was found to be necessary, served a public purpose, and was in the best interests of the citizens of Seminole County. The Order of Take occurred on November 25, 2003. Seminole County obtained title to Parcel Nos. 226A, 226B, 226C and 226D, and the right to permanent use of Parcel Nos. 826A, 826B, 826C and 826D, on December 4, 2003, the date of deposit of the good faith amounts for the Parcels.

III ACQUISITIONS AND REMAINDER

A. **Parcel Nos. 226A/826B:**

1. BEFORE – In the Before, the property consists of a rectangular shaped parcel of land, otherwise known as the parent tract for Parcel No. 226A. The parent tract is approximately 9.9877 acres and includes 330.11 feet of paved frontage along the eastern side of Cameron Avenue. The subject site includes native vegetation, an active citrus grove and a metal shed. The Before property is zoned Agriculture, AG with an Industrial Future Land Use.

2. TAKING – The acquisition consists of 1.0247 acres of land area for Parcel No. 226A. The taking also includes Parcel No. 826B which is a Permanent Drainage Easement for access and drainage that contains a total of 3,482 square feet.

3. AFTER – In the After, the remainder property consists of 8.9630 acres.

B. **Parcel Nos. 226C/826A:**

1. BEFORE – In the Before, the property consists of a rectangular shaped parcel of land, otherwise known as the parent tract for Parcel No. 226C. The parent tract is approximately 9.3867 acres and includes 643.77 feet of frontage along the eastern side of Beardall Avenue and 635.70 feet of unpaved frontage along the north side of Bridges Road. The subject site is vacant except for fencing. The Before property is zoned Agriculture, AG with an Airport Industry & Commerce (AIC) Future Land Use.

2. TAKING – The acquisition consists of 113 square feet of land area for Parcel No. 226C. The taking also includes Parcel No. 826A for drainage and access which contains 9,606 square feet.

3. AFTER – In the After, the remainder property consists of 9.3841 acres.

C. **Parcel Nos. 226B/226D and 826C/826D:**

1. BEFORE – In the Before, the property consists of a rectangular shaped parcel of land, otherwise known as the parent tract for Parcel Nos. 226B and 226D. The parent tract is approximately 21.7632 acres and includes 446.04 feet of unpaved frontage along the north side of Jordan Avenue. The subject site is vacant except for native vegetation, an active citrus grove, and fencing. The Before property is zoned Agriculture, AG with an Airport Industry & Commerce (AIC) Future Land Use.

2. TAKING – The acquisition consists of 2.1184 acres of land area for Parcel No. 226B. The taking also consists of 2.8788 acres for Parcel No. 226D for a retention pond. The total taking for both parcels equals 5.0672 acres. In addition, the taking includes a permanent easement for Parcel Nos. 826C and 826D for access and drainage containing 13,879 and 12,174 square feet respectively.

3. AFTER – In the After, the remainder property consists of 16.6960 acres.

IV APPRAISED VALUES

A. Parcel Nos. 226A/826B

The County's original report dated February 13, 2003, was prepared by The Spivey Group, Inc., and reported full compensation to be $32,200.00, allocated

$30,600.00 for Parcel No. 226A and $1,600.00 for Parcel No. 826B. The appraisal was updated on October 10, 2003, for the order of take hearing and opined the values to be $35,800.00 Parcel No. 226A and $1,900.00 for Parcel No. 826B. An additional report updated to the date of deposit, December 4, 2003, opines the value to be $36,300.00 for Parcel No. 226A and $1,900.00 for Parcel No. 826B or a total of $38,200.00 for the two parcels.

The property owners' appraisal report was prepared by Calhoun, Dreggors & Associates, Inc., which opined full compensation as of the date of deposit, December 4, 2003, as $73,600.00 for Parcel No. 226A and $2,900.00 for Parcel No. 826B or a total of $76,500.00 for the two parcels.

B. Parcel Nos. 226C/826A

The County's original report dated January 4, 2003, was prepared by The Spivey Group, Inc. and reported full compensation to be $4,400.00, allocated $100.00 for Parcel No. 226C and $4,300.00 for Parcel No. 826A. The appraisal was updated on October 9, 2003, for the order of take hearing and opined the values to be $100.00 for Parcel No. 226C and $7,600.00 for Parcel No. 826A. An additional report updated to the date of deposit, December 4, 2003, opines the value to be $100.00 for Parcel No. 226C and $7,800.00 for Parcel 826A or a total of $7,900.00 for the two parcels.

The property owners' appraisal report was prepared by Calhoun, Dreggors & Associates, Inc., which opined full compensation as of the date of deposit, December 4, 2003, as $23,500.00 for Parcel No. 226C and $7,800.00 for Parcel No. 826A or a total of $31,300.00 for the two parcels.

C. Parcel Nos. 226B/226D and 826C/826D

The County's original report dated March 7, 2003, was prepared by The Spivey Group, Inc., and reported full compensation to be $149,800.00 allocated $137,800.00 for Parcel Nos. 226B/226D and $12,000.00 for Parcel Nos. 826C/826D. The appraisal was updated on October 16, 2003, for the order of take hearing and opined the values to be $139,900.00 for Parcel Nos. 226B/226D and $13,100.00 for Parcel Nos. 826C/826D. An additional report updated to the date of deposit, December 4, 2003, opines the value to be $152,500.00 for Parcel Nos. 226B/226D and $14,300.00 for Parcel Nos. 826C/826D or a total of $$166,800.00 for the four parcels.

The property owners' appraisal report was prepared by Calhoun, Dreggors & Associates, Inc., which opined full compensation as of the date of deposit, December 4, 2003, as $291,200.00 for Parcel Nos. 226B/226D and $8,000.00 for Parcel Nos. 826C/826D or a total of $299,200.00.

V BINDING OFFER/NEGOTIATION/ISSUES

The County's initial written offers approved by the BCC on April 22, 2003, were as follows:

$ 32,200.00 for Parcel Nos. 226A/826B
$ 4,400.00 for Parcel Nos. 226C/826A and 821C
$149,800.00 for Parcel Nos. 226B/226D and 826C/826D
$186,400.00 aggregate total

The final value for all the parcels arrived at by the County totaled $212,900.00 or $26,500.00 greater than its initial written offer. Conversely, the appraiser for the property owner's final value for all the parcels equaled $407,000.00. The property owner, a developer, planned to testify to full compensation of over $500,000.00.

The primary reason for the difference in the parties' opinions as to compensation was the owner's claim for severance damages to the remainder parcels. Parcel No. 226 severed the parent tract, leaving an east and west remainder. The owner claimed that the western remainder had been significantly damaged due to the reduced size and irregular, triangle shape. The owner further claimed damages due to the elevated grade of the new road – 3 to 5 feet above the remainder parcels, alleging that it would incur significant costs to fill dirt to develop the remainder parcels.

The other factors considered in the settlement were 1) the case was five years old and significant interest expense could be incurred as to the portion of the verdict above our initial offer; and 2) the expense of six to eight expert witnesses to try the case.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The $360,000.00 settlement includes interest. It was a matter of debate between the parties how much of the settlement amount should be allocated to interest because of the change in interest rates during the period of this case. The monetary benefit by which statutory attorney fees are determined does not include interest, only the amount of the owner's direct compensation above the first written offer. The parties agreed on $48,000.00 for statutory attorney's fees because it reflects a compromise on how much of the compensation should be allocated to interest.

The owner agreed to settle its claim for costs for Parcel Nos. 226A/826B, 226B/226D/826C/826D and 226C/826A at the amount of $85,000.00. The break down is as follows:

A.	Survey	$11,212.50
B.	Appraisal	$31,423.00

C.	Engineering	$20,513.67
D.	Planning	$17,184.50
E.	Court Reporter	$ 3,719.80
G.	Exhibits	$ 714.36
H.	Miscellaneous	$ 232.17
Total Cost reimbursements		$85,000.00

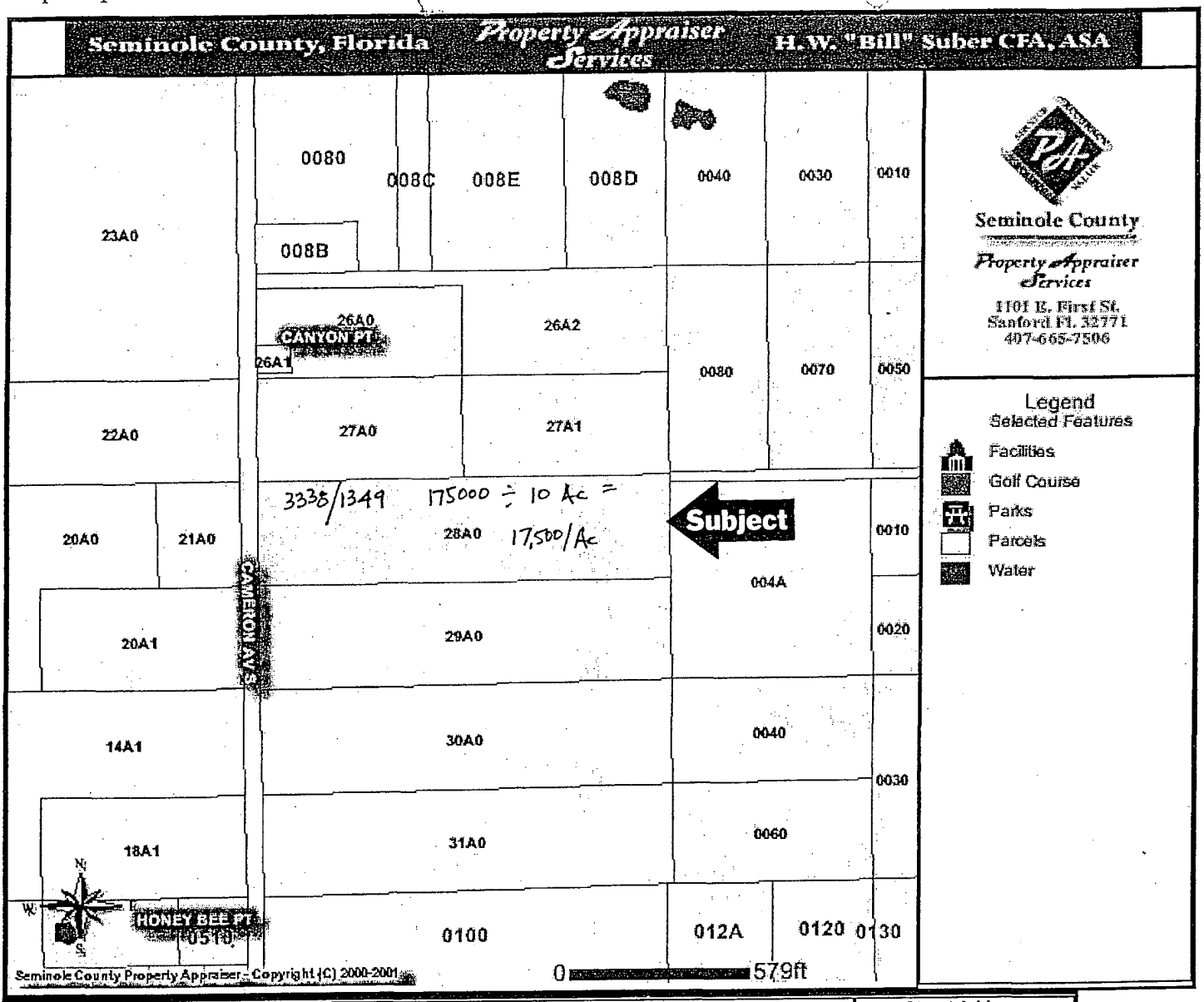
VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve this pre-trial settlement at $493,000.00 that includes land value, severance damage, statutory interest, statutory attorney's fees, expert fees and cost reimbursements.

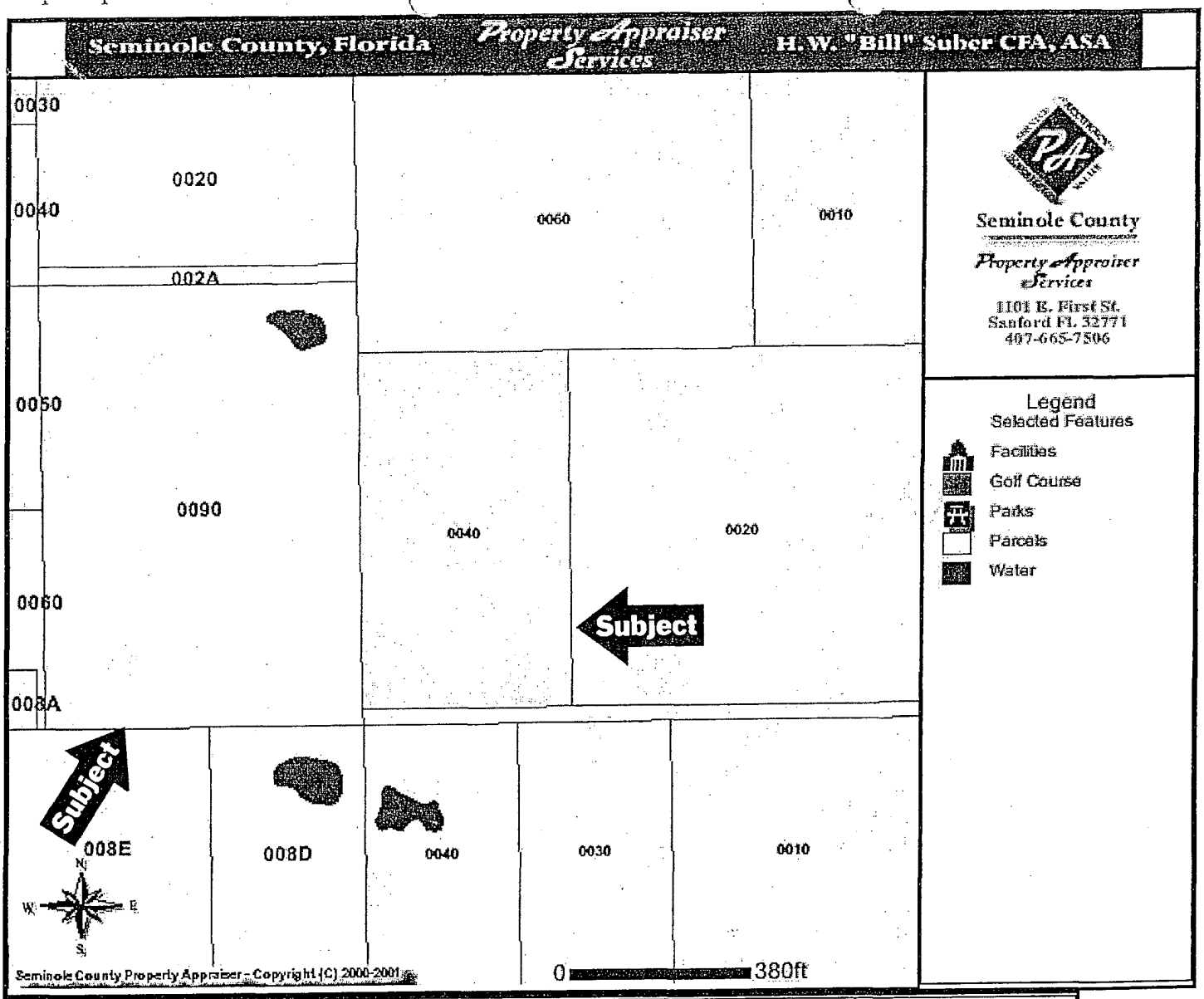
MGM/dre
Attachments:
Composite Exhibit A - Location Maps
Composite Exhibit B - Sketches
P:\Users\Dedge\My Documents\Mem\Agenda Item Strategic 226 Settlement.Doc



Rec	Parcel	Owner	Street Address
1	0320315AY000028A0	STRATEGIC ACQUISTIONS CORP	

226 A | 826 B

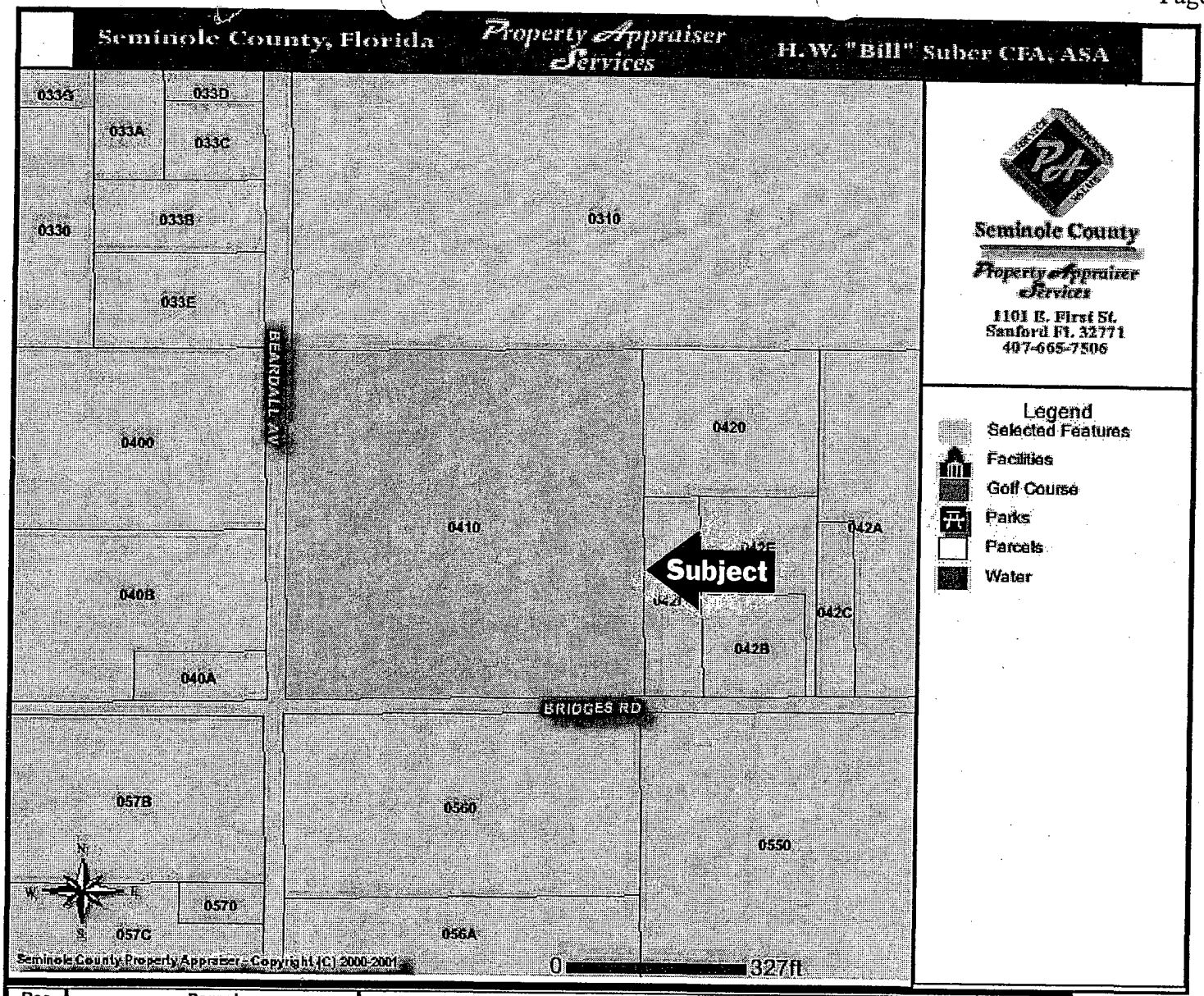
EXHIBIT "A"



Rec	Parcel	Owner	Street Address
1	0320315010A000040	STRATEGIC ACQUISITIONS CORP	

226BD
826CD

EXHIBIT "A"



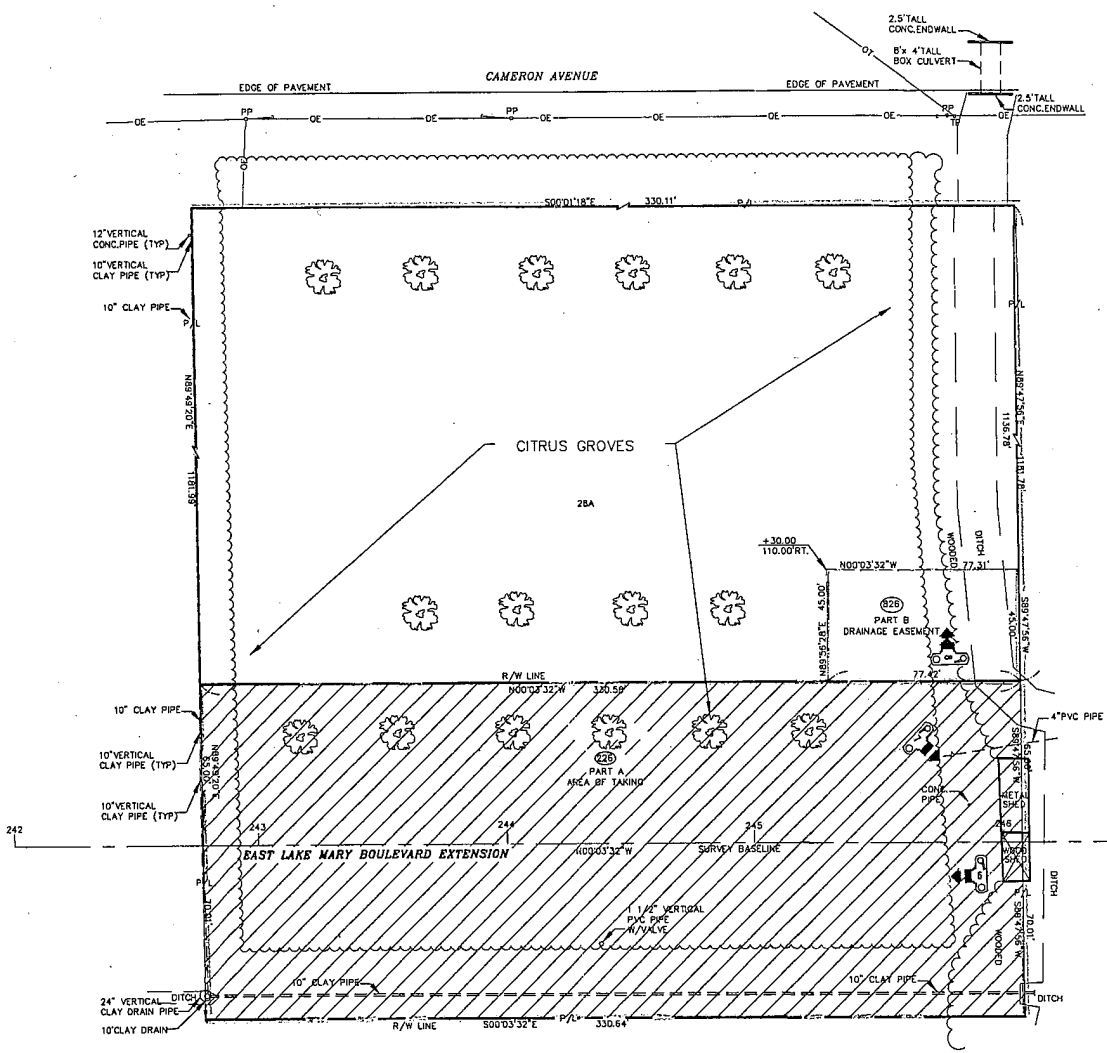
Rec	Parcel	Owner	Street Address
1	0320315AY00000410	STRATEGIC ACQUISTIONS CORP	BEARDALL AVE

226C/826A

EXHIBIT "A"

EAST LAKE MARY BOULEVARD EXTENSION
SEMINOLE COUNTY, FLORIDA
PARCEL 226A – SKETCH OF SURVEY

AREA OF PARENT TRACT = 9.9877 ACRES
AREA OF TAKING = 1.0247 ACRES
AREA OF DRAINAGE EASEMENT 828 "B" = 3,481.6 S/F
AREA OF REMAINDER = 8.9630 ACRES



0 25 50
SCALE: 1"= 50'

LEGEND

⟵O	UTILITY POLE AND GUY ANCHOR
PP	POWER POLE
—o—	SIGN
W.M.	WATER METER
R/W	RIGHT OF WAY
	BROKEN SCALE
EOP	EDGE OF PAVEMENT
FN&C	FOUND NAIL AND CAP
BFP	BACKFLOW PREVENTER
WV	WATER VALVE
D/W	DRIVEWAY
MES	MITERED END SECTION
	LANDSCAPED AREA
SV	SEWER FORCEMAIN VALVE
CO	SEWER CLEAN OUT
	FIRE HYDRANT
LP	LIGHT POLE
PB	PULL BOX
S.W.	SIDEWALK
SSP	SIGNAL SPAN POLE
TP	TELEPHONE POLE
OT	OVERHEAD TELEPHONE
SRVC	TRAFFIC SERVICE CABINET
MHD	DRAINAGE MANHOLE
MHS	SANITARY SEWER MANHOLE
MW	MONITORING WELL
	SPRINKLER HEAD
ELEO	ELECTRIC OUTLET
SHP	SHARED UTILITY POLE

EXHIBIT "B"

NOTES:

THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY

THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL.

ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LAKE DRIVE, COUNTY PROJECT: PS-0137

KEY	DATE	REVISIONS
	12/19/02	CHANGES PER BOB SIMMONS

SKETCH DATE: 10/29/02
FIELD BOOK/PAGE: FB 54/47

CORNERSTONE LAND SURVEYING, INC.
OFFICE ADDRESS: 715 N. CALHOUN ST., STE. 100 TALLAHASSEE, FLORIDA 32303
PHONE: (850) 668-7330
MOBILE: (850) 933-7115
FAX: (850) 894-9693

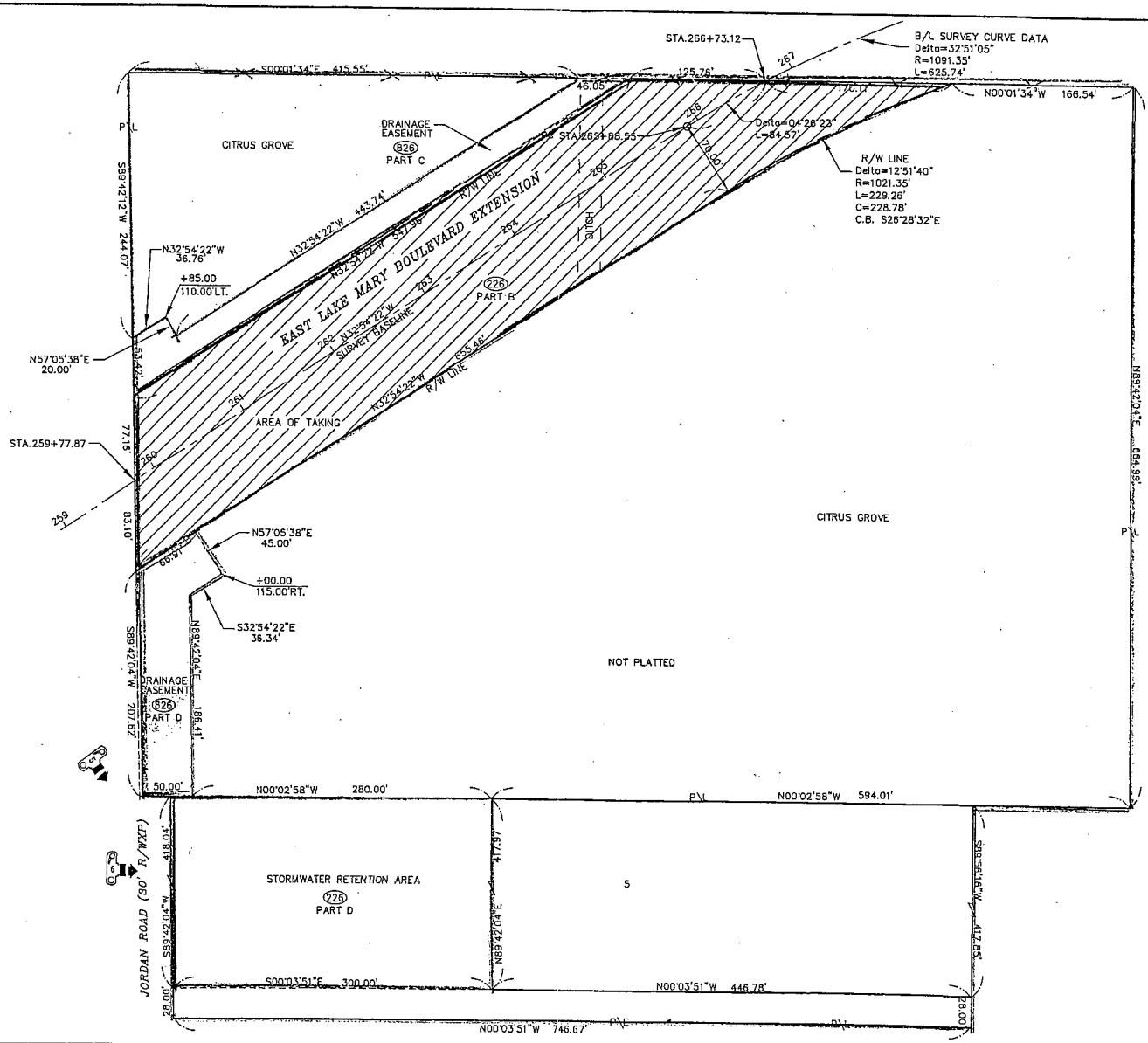
PROJECT: *EAST LAKE MARY BOULEVARD EXTENSION – SEMINOLE COUNTY – PARCEL 226A*
CLIENT: THE SPIVEY GROUP, INC.
SHEET TITLE: SKETCH OF SURVEY
PARENT TRACT AND AREA OF TAKING
JOB NO.: TSG02226A
SHEET NO.: 2 of 3

EAST LAKE MARY BOULEVARD EXTENSION
SEMINOLE COUNTY, FLORIDA
PARCEL 226B – SKETCH OF PARCEL

AREA OF PARENT TRACT = 21.7632 ACRES
AREA OF TAKING 226B = 2.1884 ACRES
AREA OF TAKING 226D = 2.8788 ACRES
AREA OF REMAINDER = 16.6960 ACRES
AREA OF REMAINDER RIGHT = 15.1160 ACRES
AREA OF REMAINDER LEFT = 1.5800 ACRES
AREA OF TAKING 826 "C" = 13,878.9 S/F
AREA OF TAKING 826 "D" = 12,173.8 S/F

LEGEND

⟜O	UTILITY POLE AND GUY ANCHOR
PP	POWER POLE
—o—	SIGN
W.M.	WATER METER
R/W	RIGHT OF WAY
	BROKEN SCALE
EOP	EDGE OF PAVEMENT
FN&C	FOUND NAIL AND CAP
BFP	BACKFLOW PREVENTER
	WATER VALVE
D/W	DRIVEWAY
MES	MITERED END SECTION
	LANDSCAPED AREA
SV	SEWER FORCEMAIN VALVE
CO	SEWER CLEAN OUT
	FIRE HYDRANT
LP	LIGHT POLE
PB	PULL BOX
S.W.	SIDEWALK
SSP	SIGNAL SPAN POLE
TP	TELEPHONE POLE
OT	OVERHEAD TELEPHONE
SRVC	TRAFFIC SERVICE CABINET
MHD	DRAINAGE MANHOLE
MHS	SANITARY SEWER MANHOLE
MW	MONITORING WELL
	SPRINKLER HEAD
ELEC	ELECTRIC OUTLET
SHP	SHARED UTILITY POLE



NOTES:

THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY

THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL.

ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LAKE DRIVE. COUNTY PROJECT: PS-0137

EXHIBIT "B"

KEY	DATE	REVISIONS

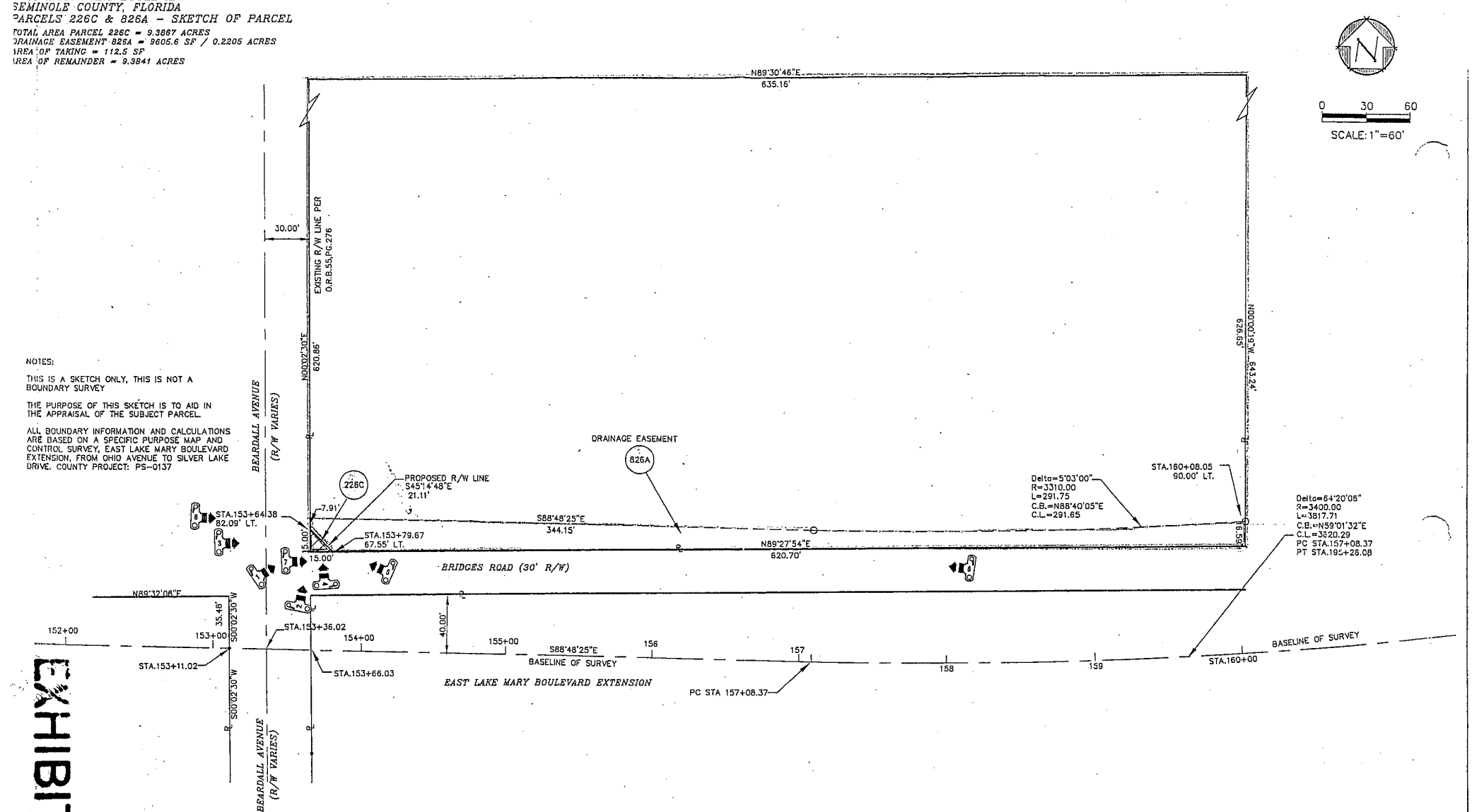
SKETCH DATE: 11/22/02
FIELD BOOK/PAGE: N\A

CORNERSTONE LAND SURVEYING, INC.
OFFICE ADDRESS: 715 N. CALHOUN ST., STE. 100 TALLAHASSEE, FLORIDA 32303
PHONE: (850) 668-7330
MOBILE: (850) 933-7115
FAX: (850) 894-9693

PROJECT: *EAST LAKE MARY BOULEVARD EXTENSION – SEMINOLE COUNTY – PARCEL 226BD*
CLIENT: THE SPIVEY GROUP, INC.
SHEET TITLE: SKETCH OF PARCEL PARENT TRACT AND AREA OF TAKING
JOB NO.: TSG02226BD
SHEET NO.: 2 of 3

EAST LAKE MARY BOULEVARD EXTENSION
SEMINOLE COUNTY, FLORIDA
PARCELS 226C & 826A – SKETCH OF PARCEL

TOTAL AREA PARCEL 226C = 9.3867 ACRES
DRAINAGE EASEMENT 826A = 9605.6 SF / 0.2205 ACRES
AREA OF TAKING = 112.5 SF
AREA OF REMAINDER = 9.3841 ACRES



NOTES:

THIS IS A SKETCH ONLY, THIS IS NOT A BOUNDARY SURVEY

THE PURPOSE OF THIS SKETCH IS TO AID IN THE APPRAISAL OF THE SUBJECT PARCEL.

ALL BOUNDARY INFORMATION AND CALCULATIONS ARE BASED ON A SPECIFIC PURPOSE MAP AND CONTROL SURVEY, EAST LAKE MARY BOULEVARD EXTENSION, FROM OHIO AVENUE TO SILVER LAKE DRIVE. COUNTY PROJECT: PS-0137

EXHIBIT "B"

KEY	DATE	REVISIONS	SKETCH DATE:	FIELD BOOK/PAGE:
			10/7/02	NA

CORNERSTONE LAND SURVEYING, INC.
OFFICE ADDRESS: 715 N. CALHOUN ST., STE.100 TALLAHASSEE, FLORIDA 32303
PHONE: (850) 668-7330
MOBILE: (850) 933-7115
FAX: (850) 894-9693

PROJECT: EAST LAKE MARY BOULEVARD EXTENSION – SEMINOLE COUNTY – PARCEL 226C

CLIENT: THE SPIVEY GROUP, INC.

SHEET TITLE: SKETCH OF PARCELS
PARENT TRACT & AREA OF TAKING

JOB NO.: TSG02226C

SHEET NO.: 2 of 3

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes & Clerk's Received and Filed

DEPARTMENT: Clerk's Office **DIVISION:**

AUTHORIZED BY: Sharon Peters, Sabrina O'Bryan **CONTACT:** Sandy McCann **EXT:** 7662

MOTION/RECOMMENDATION:
Approval of Expenditure Approval Lists dated August 11 & 18, 2008; approval of Payroll Approval List dated August 7, 2008; approval of BCC Minutes dated August 12, 2008; Clerk's "Received and Filed' - for information only.

County-wide Dave Godwin

BACKGROUND:
Clerk's Report attached

STAFF RECOMMENDATION:
Staff recommends that the Board approve Expenditure Approval Lists dated August 11 & 18, 2008; approve Payroll Approval List dated August 7, 2008; and approve of BCC Minutes dated August 12, 2008; Clerk's "Received and Filed' - for information only.

ATTACHMENTS:

1. Clerk's Report 9-9-08

Additionally Reviewed By:
No additional reviews

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 09-09-2008 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes dated August 12, 2008

BACKGROUND:

1. Expenditure Approval Lists dated August 11 & 18, 2008; and Payroll Approval List dated August 7, 2008
2. BCC Minutes dated August 12, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:
Co. Att
OMB
Other
DCM
CM

CLERK'S REPORT
SEPTEMBER 9, 2008

I. **ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

A. EXPENDITURE APPROVAL LISTS AND PAYROLL LIST

Expenditure Approval Lists dated August 11 and 18, 2008; and Payroll Approval List dated August 7, 2008, presented.

ACTION REQUESTED: Motion approving same.

II. **ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated August 12, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Work Order #19 to PS-5175-04.

2. Memorandum to Sandy McCann, Commission Records, from Liz Parkhurst, Planning & Development, re: P&D Outstanding Documents.

3. Contract for Services for Ja-net C. Fishback.

4. M-3653-08 Basic Agreement with Epic Engineering & Consulting Group.

5. M-3687-08 Basic Agreement with Environmental PR Group.

6. Closeout for CC-2648-07.

7. Federally-Funded Homeland Security Subgrant Agreement with Dept. of Emergency Management, as approved by the BCC on January 22, 2008.

8. Sixth Amendment to RFP-1091-06 Custodial Services Agreement, The Budd Group.

9. Work Order #34 to PS-1074-06.

10. Cash Maintenance Bond with Escrow Agreement in the amount of $1,294.87 for the project known as Pools By Bradley.

11. Work Order #12 to CC-0012-05.

12. Amendment #1 to Work Order #6 to PS-5182-05.

13. Change Order #2 to CC-2648-07.

14. First Amendment to Planning Funding Agreement/Sprint Nextel Corp.

15. M-3763-08 Basic Agreement, ZHA, Inc.

16. Work Order #3 to RFP-2251A-07.

17. Second Amendment to IFB-600168-07.

18. Change Order #1 to CC-2244-07.

19. First Amendment to PS-1182-06.

20. Cash Maintenance Bond and Escrow Agreement in the amount of $1,044 for the project known as Maple Leaf Commerce Center; Escrow Agreement and Cash Maintenance Bond in the amount of $1,800 for the project known as Norrell Office Site; Maintenance Agreement in the amount of $13,526.60 for the project known as Regal Pointe Park; and Maintenance Agreement in the amount of $180,536.20 for the project known as I-4 Industrial Park Sections 5 & 6.

21. Amendment #1 to Work Order #24 to PS-5190.

22. BOA Development Orders as follows: #08-30000054, Maryann Fitzgerald variance; #08-30000055, Takchileey & Tian Chan variance; #08-30000056, Cayce Forrester variances; #08-3100057, Raymond & Ann Converse variance; #08-30000058, Brian & Mindy Shams variance; #08-30000059, Sandra McCready variance; #08-3100060 Mary Ferraro variance; #08-30000061, Florida Conference Association of Seventh Day Adventist variance; #08-30000062, David & Cheryl Boyd variance; #08-30000064, Alcides Beauchamp variance; #08-32000005, SCI Funeral Serv. of Fla. Inc. Special Exception; #07-300005, Luis Linares variance; #07-3000006,

William Gribben variance; and #08-31000007, Richard Center.

23. Conditional Utility Agreements for Water and Sewer Service with Odyssey (III) DP, IV LLC for the project known as Bridgewater Commons Out Parcel.

24. Utility Agreement for Sewer Service with Fields MotorCars of Central Florida, Inc. for the project known as Fields BMW.

25. Amendment #1 to Work Order #2 to PS-5139-03.

26. Head Tennis Pro Agreement, Brian Morrissey.

27. Closeout for CC-1237-06.

28. Work Order #35 to PS-1074-06.

29. Fourth Amendment to IFB-3110-05.

30. RFP-600323-08 Term Contract for Electronics Collection and Recycling, Great Lakes Electronic/Almet, Inc.

31. Amendment #1 to Work Order #4 to CC-2190-07.

32. Work Order #13 to CC-1741-07.

33. Bids as follows: IFB-600445-08; RFI-600486-08; and IFB-600464-08.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Dello Russo Residence PUD Final Master Plan

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:
1. Approve the Final Master Plan and Developer's Commitment Agreement and authorize the Chairman to execute the Developer's Commitment Agreement for the Dello Russo Residence PUD, consisting of 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings (Robert Dello Russo, applicant); or

2. Deny the Final Master Plan and Developer's Commitment Agreement for the Dello Russo Residence PUD, consisting of 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate (Robert Dello Russo, applicant); or

3. Continue the request until a time and date certain.

District 5 Brenda Carey Austin Watkins

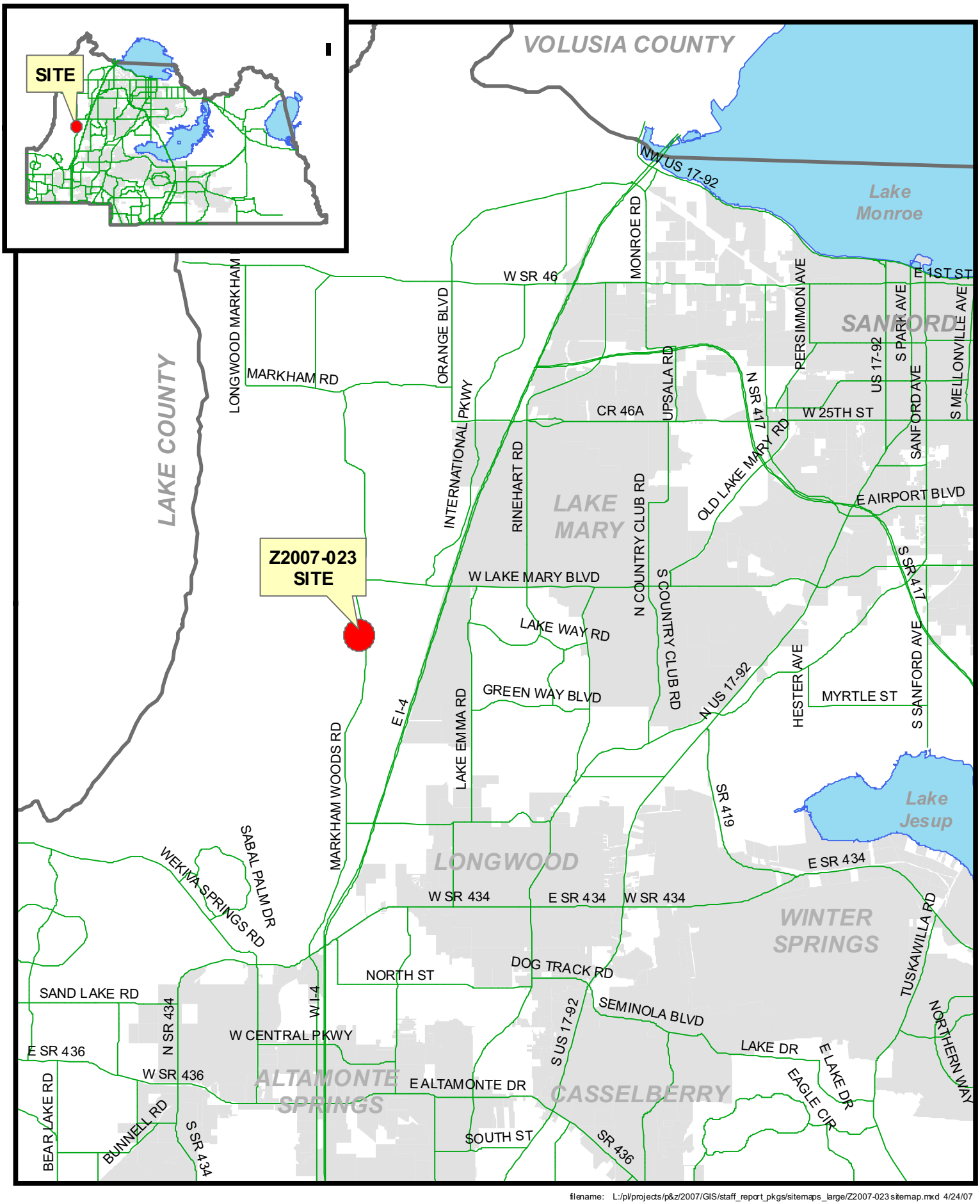
BACKGROUND:
On June 10, 2008, the Board of County Commissioners approved a Major Amendment to the Alaqua Lakes PUD to remove the subject property from the Alaqua Lakes PUD and rezoned it from PUD to PUD to create the Dello Russo Residence PUD. The Dello Russo Residence PUD is approved for for one single-family dwelling no larger than 36,000 square feet and one guest house no larger than 6,000 square feet. The applicant is proposing access through an existing driveway on Markham Woods Road, a 6' masonry or brick wall with a landscaped berm adjacent to the Markham Woods right-of-way and a 100' natural buffer and building setback adjacent to Markham Woods Road. Staff finds that all conditions of approval, as outlined in the Development Order and Preliminary Master Plan are incorporated into the proposed Final Master Plan and Developer's Commitment Agreement.

STAFF RECOMMENDATION:
Staff recommends that the Board approve the Final Master Plan and Developer's Commitment Agreement for the Dello Russo Residence PUD, consisting of 10.29 ± acres, located at the northwest corner of Markham Woods Road and S. Stone Gate, based of staff findings.

ATTACHMENTS:

1. Location Map
2. Aerial Map
3. Final Master SitePlan
4. Developer Committment Agreement
5. Development Order

Additionally Reviewed By:
☐ County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2007/GIS/staff_report_pkgs/sitemaps_large/Z2007-023 sitemap.mxd 4/24/07

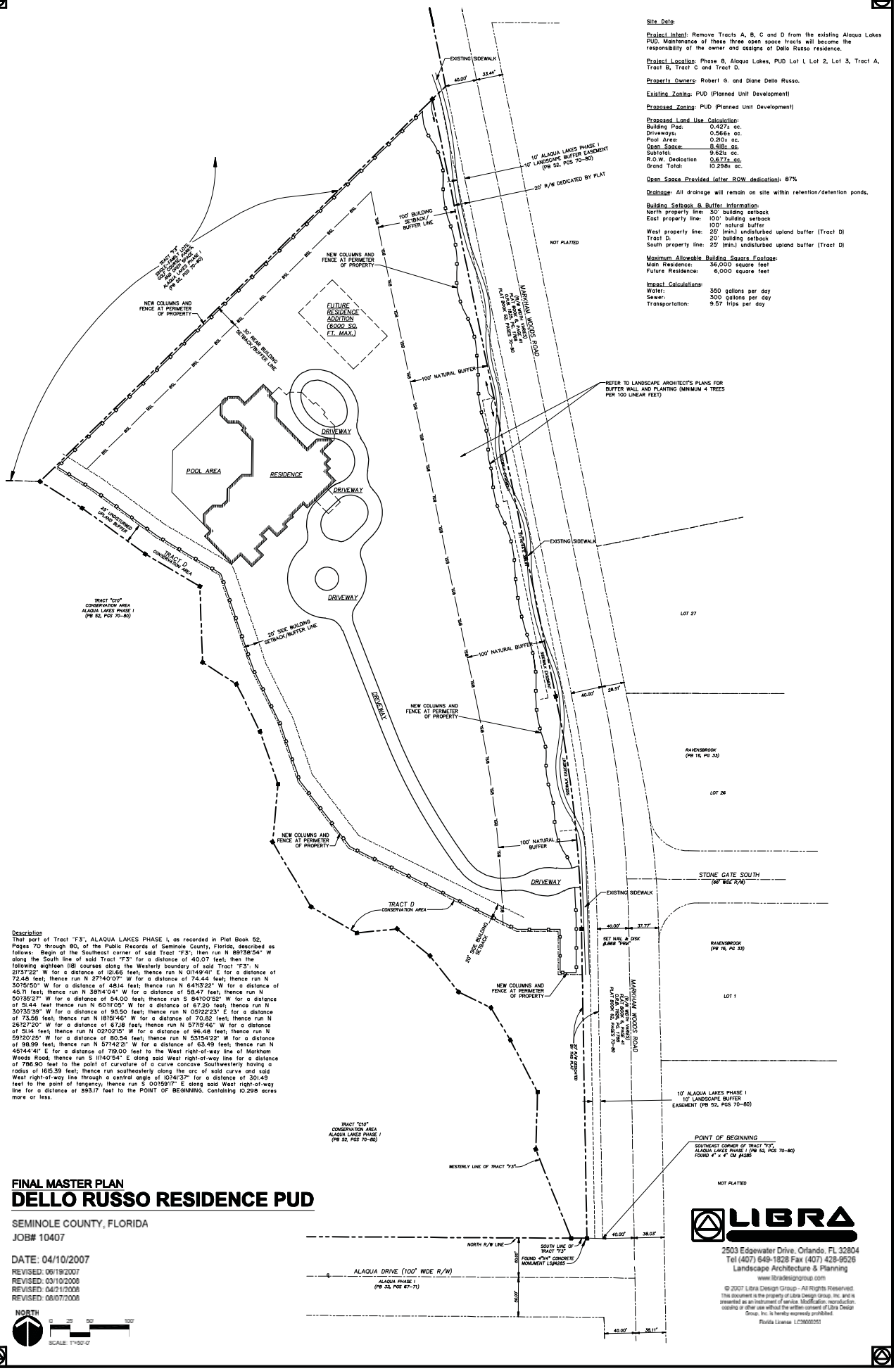


Rezone No: Z2007-023
From: PUD To: PUD

Parcel
Subject Property

Winter 2006 Color Aerials

filename: L:/pl/projects/p&z/GIS/staff_report_pkgs2007/site_aerials/Z2007-023 adaer 4/24/07



Site Data:

Project Intent: Remove Tracts A, B, C and D from the existing Alaqua Lakes PUD. Maintenance of these three open space tracts will become the responsibility of the owner and assigns of Dello Russo residence.

Project Location: Phase B, Alaqua Lakes, PUD Lot 1, Lot 2, Lot 3, Tract A, Tract B, Tract C and Tract D.

Property Owners: Robert G. and Diane Dello Russo.

Existing Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)

Proposed Land Use Calculation:

Building Pad:	0.427± ac.
Driveways:	0.566± ac.
Pool Area:	0.210± ac.
Open Space:	8.416± ac.
Subtotal:	9.621± ac.
R.O.W. Dedication	0.677± ac.
Grand Total:	10.298± ac.

Open Space Provided (after ROW dedication): 87%

Drainage: All drainage will remain on site within retention/detention ponds.

Building Setback & Buffer Information:

North property line:	30' building setback
East property line:	100' building setback
	100' natural buffer
West property line:	25' (min.) undisturbed upland buffer (Tract D)
Tract D:	20' building setback
South property line:	25' (min.) undisturbed upland buffer (Tract D)

Maximum Allowable Building Square Footage:

Main Residence:	36,000 square feet
Future Residence:	6,000 square feet

Impact Calculations:

Water:	350 gallons per day
Sewer:	300 gallons per day
Transportation:	9.57 trips per day

Description

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89°38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21°37'22" W for a distance of 121.66 feet; thence run N 01°49'41" E for a distance of 72.48 feet; thence run N 27°40'07" W for a distance of 74.44 feet; thence run N 30°59'50" W for a distance of 48.14 feet; thence run N 64°13'22" W for a distance of 45.71 feet; thence run N 38°14'04" W for a distance of 58.47 feet; thence run N 50°35'27" W for a distance of 54.00 feet; thence run S 84°00'52" W for a distance of 51.44 feet thence run N 60°11'05" W for a distance of 67.20 feet; thence run N 30°35'39" W for a distance of 95.50 feet; thence run N 05°22'23" E for a distance of 73.58 feet; thence run N 18°59'46" W for a distance of 70.82 feet; thence run N 26°27'20" W for a distance of 67.18 feet; thence run N 57°15'46" W for a distance of 51.14 feet; thence run N 02°02'15" W for a distance of 96.48 feet; thence run N 59°20'25" W for a distance of 80.54 feet; thence run N 53°54'22" W for a distance of 98.99 feet; thence run N 57°42'21" W for a distance of 65.49 feet; thence run N 45°44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11°40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10°41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00°59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

FINAL MASTER PLAN
DELLO RUSSO RESIDENCE PUD

SEMINOLE COUNTY, FLORIDA

JOB# 10407

DATE: 04/10/2007

REVISED: 06/19/2007
REVISED: 03/10/2008
REVISED: 04/21/2008
REVISED: 06/07/2008

NORTH

0 25 50' 100'

SCALE: 1"=50'-0"

LIBRA

2503 Edgewater Drive, Orlando, FL 32804
Tel (407) 649-1828 Fax (407) 428-9526
Landscape Architecture & Planning
www.libradesigngroup.com

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DELLO RUSSO RESIDENCE
PLANNED UNIT DEVELOPMENT
DEVELOPERS COMMITMENT AGREEMENT
COMMITMENTS, CLASSIFICATIONS AND DISTRICT DESCRIPTION

On September 23, 2008, the Board of County Commissioners of Seminole County, Florida and Robert and Diane Dello Russo executed the Developer's Commitment Agreement relating to and touching and concerning the following described property:

I. LEGAL DESCRIPTION:

See attached Exhibit "A"

II. PROPERTY OWNER:

Robert G. and Diane M. Dello Russo
108 Amberwood Court
Longwood, FL 32719

III. STATEMENT OF BASIC FACTS:

Total Acreage:	10.298 acres
Total Dwelling Units:	Maximum 2 dwelling units
Permitted Uses:	One (1) single-family dwelling up to 36,000 square feet in size and one (1) guest house up to a maximum of 6,000 square feet in size
Site Plan	Development shall comply with the PUD Final Master Plan, attached as Exhibit "B"

IV. LAND USE

Building Pad	.427 acre
Driveways	.566 acre
Pool Area	.210 acre
Open Space	8.418 acres
Row Dedication	.677 acre
TOTAL	10.298 acres

V. BUILDING AND LOT RESTRICTIONS

	Setback	Buffer	
Property Maximum Building Height	n/a	n/a	35 ft
North Property Line Setback	30 ft	30 ft	
East Property Line Setback	100 ft	50 ft	
South/West Property Line	25 ft	25 ft	undisturbed upland buffer
Minimum Lot Width**	150 ft	n/a	
Accessory Structures, including detached garages, pools, side and rear setbacks***	10 ft	n/a	

VI. VEHICLE CIRCULATION SYSTEM

A. In accordance with the conditions of approval of PUD Zoning, the Developer hereby agrees to:

1. Limit permanent access to Markham Woods Road to a main entrance aligned with Stone Gate South.
2. Dedicate up to twenty (20) feet of right-of-way along Markham Woods Road as required by Seminole County for a sixty (60) foot half right-of-way for future road widening.

VII. LANDSCAPING, SIGNAGE AND BUFFERS

A. Landscaping along Markham Woods Road will consist of a combination of trees, wall, or landscape plantings to provide an attractive visual buffer within a twenty (20) foot landscape easement adjacent to the right-of-way.

B. All landscaped areas to comply with site distance requirements per Green Book Standards.

C. The Dello Russo Residence shall be permitted to have an entry sign not to exceed thirty-two (32) square feet of copy area, located along Markham Woods Road.

D. There will be a 100 foot natural buffer between the property line and Markham Woods Road. The buffer will be supplemented with additional plant material where necessary to create a visually opaque screen.

E. The Developer shall provide the following buffers along Markham Woods Road:

A 100 foot natural buffer measured from the ROW line of Markham Woods Road as shown on the final master plan.

F. An upland buffer average 50 feet but no less than 25 feet in width shall be maintained surrounding areas assigned the Conservation land use designation or FP-1 or W-1 zoning classification or properties which have been designated as conservation areas or conservation easements within or adjacent to the PUD.

G. A 6' masonry or brick wall with an associated landscaped berm is permitted within the 100' natural buffer (eastern property line) adjacent to the Mark Woods Road right-of-way. At least 4 canopy trees every 100' linear feet must be provided in-between the wall and Markham Woods Road. No canopy trees over 8" in diameter may be removed to install the wall. The wall and adjacent landscaping shall comply with the Wall Cross Section, attached as Exhibit "C".

H. Developer shall demonstrate that at least fifty percent (50%) of the trees located within the developable areas of Tract V, including areas subject to residential platting, are preserved on-site. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented as provided for in the Land Development Code of Seminole County. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper.

VIII. OTHER COMMITMENTS

A. The maximum allowable building height shall be thirty-five feet.

B. Development shall comply with the Final Master Plan, attached as Exhibit "B".

C. The property provides 8.41 acres of open space within the site. The open space shall be provided on the individual lots and maintained by the property owner.

IX. FACILITY COMMITMENTS

The following conditions shall be met by the Owner prior to a certificate of occupancy being issued by Seminole County.

A. **Water.** Water services has been previously provided by the existing Seminole County Environmental Services water system. The design of lines has been previously approved and complies with the Land Development Code and conforms to the Seminole County and Florida Department of Environmental Protection standards.

B. **Sanitary Sewer.** Sanitary sewer has been previously provided by the existing Seminole County Environmental Services treatment facilities. Design of lines has been previously approved and complies with the Land Development Code and conforms to the Seminole County and Florida Department of Environmental Protection standards.

C. **Stormwater.** Stormwater drainage and stormwater management has been previously provided according to the Seminole County's and St. Johns River Water Management District's stormwater regulations.

D. **Fire Protection.** Fire protection has been previously provided by Seminole County. Fire hydrants have been previously located according to the Seminole County regulations.

X. STANDARD COMMITMENTS

A. Unless specifically addressed otherwise herein, all development shall fully comply with all codes and ordinances, including the impact fee ordinances, in effect in Seminole County at the time of permit issuance.

B. This Developer's Commitment Agreement touches and concerns the aforedescribed property and the conditions, commitments and provisions of the Developer's Commitment Agreement shall perpetually burden, run with and follow the said property and be servitude upon binding upon said property unless release in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The Owner has expressly covenanted and agreed to this provision and all other terms and provision of this Developer's Commitment Agreement.

C. The terms and provisions of the Developer's Commitment Agreement are not severable and in the event that any portion of this Developer's Commitment Agreement shall be found to be invalid or illegal then the entire Developer's Commitment Agreement shall be null and void.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owners, Robert and Diane Dello Russo, on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Developer's Commitment Agreement.

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Robert G. Dello Russo

_____
Robert G. Dello Russo

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

Diane M. Dello Russo

_____
Diane M. Dello Russo

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2008, by _____, as_____, who is personally known to me or who has produced_____ as identification.

_____
Notary Public

_____
(Name of Notary, typed, printed or stamped)
My Commission Expires:

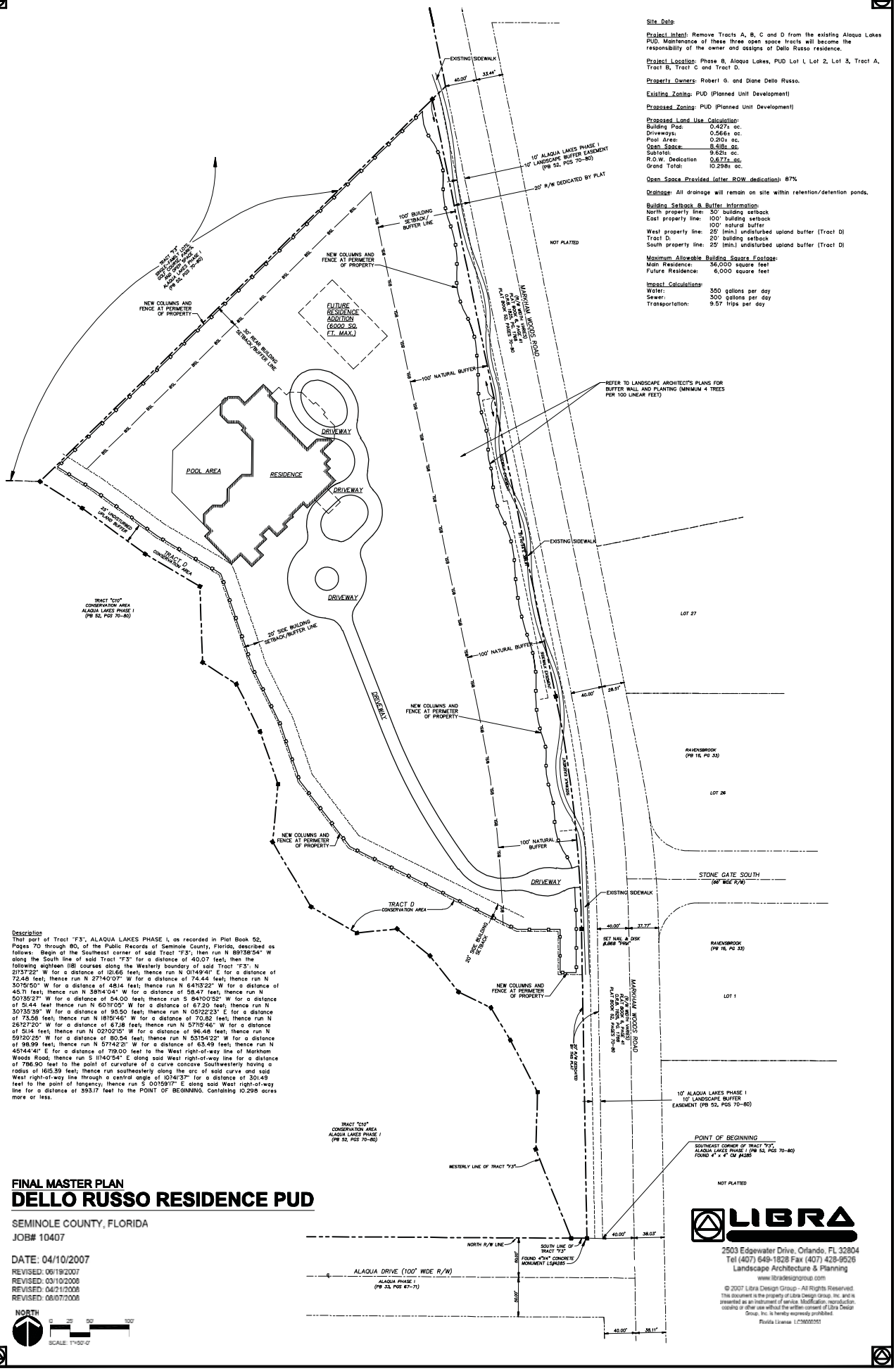
EXHIBIT "A"

Legal Description

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89º38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21º37'22" W for a distance of 121.66 feet; thence run N 01º49'41" E for a distance of 72.48 feet; thence run N 27º40'07" W for a distance of 74.44 feet; thence run N 30º51'50" W for a distance of 48.14 feet; thence run N 64º13'22" W for a distance of 45.71 feet; thence run N 38º14'04" W for a distance of 58.47 feet; thence run N 50º35'27" W for a distance of 54.00 feet; thence run S 84º00'52" W for a distance of 51.44 feet thence run N 60º11'05" W for a distance of 67.20 feet; thence run N 30º35'39" W for a distance of 95.50 feet; thence run N 05º22'23" E for a distance of 73.58 feet; thence run N 18º51'46" W for a distance of 70.82 feet; thence run N 26º27'20" W for a distance of 67.18 feet; thence run N 57º15'46" W for a distance of 51.14 feet; thence run N 02º02'15" W for a distance of 96.48 feet; thence run N 59º20'25" W for a distance of 80.54 feet; thence run N 53º54'22" W for a distance of 98.99 feet; thence run N 57º42'21" W for a distance of 63.49 feet; thence run N 45º44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11º40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10º41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00º59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

EXHIBIT "B"

Final Master Plan



Site Data:

Project Intent: Remove Tracts A, B, C and D from the existing Alaqua Lakes PUD. Maintenance of these three open space tracts will become the responsibility of the owner and assigns of Dello Russo residence.

Project Location: Phase B, Alaqua Lakes, PUD Lot 1, Lot 2, Lot 3, Tract A, Tract B, Tract C and Tract D.

Property Owners: Robert G. and Diane Dello Russo.

Existing Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)

Proposed Land Use Calculation:

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	100' natural buffer
West property line:	25' (min.) undisturbed upland buffer (Tract D)
Tract D:	20' building setback
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FINAL MASTER PLAN
DELLO RUSSO RESIDENCE PUD

SEMINOLE COUNTY, FLORIDA

JOB# 10407

DATE: 04/10/2007

REVISED: 06/19/2007
REVISED: 03/10/2008
REVISED: 04/21/2008
REVISED: 06/07/2008

NORTH

0 25 50' 100'

SCALE: 1"=50'-0"

LIBRA

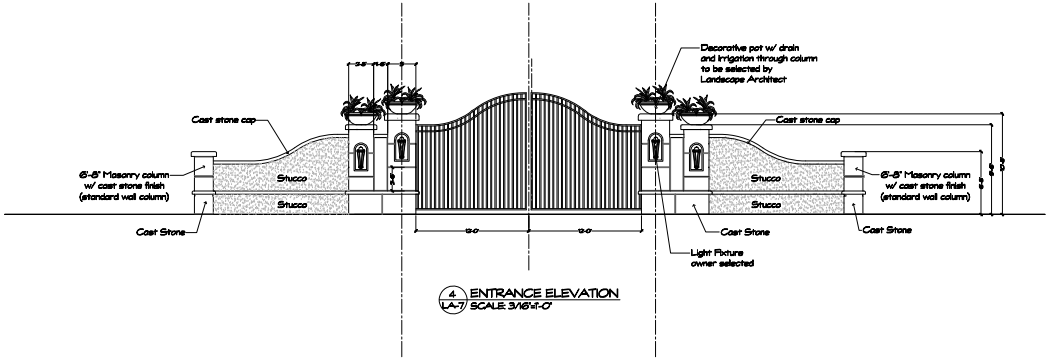
2503 Edgewater Drive, Orlando, FL 32804
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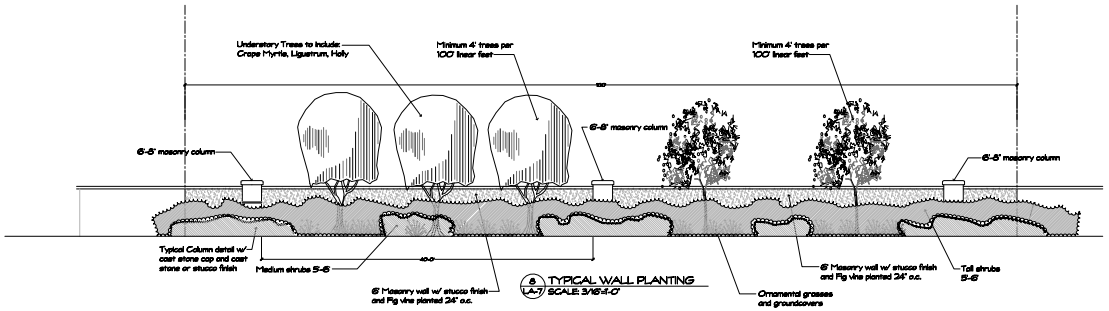
Florida License: LC26000551

EXHIBIT "C"

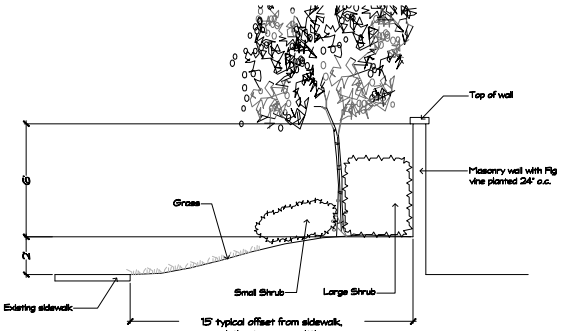
Wall Cross Section



4 LA-7 ENTRANCE ELEVATION
SCALE 3/16"=1'-0"



5 LA-7 TYPICAL WALL PLANTING
SCALE 3/16"=1'-0"



9 LA-7 TYPICAL WALL SECTION
SCALE 3/8"=1'-0"

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REDMON DESIGN COMPANY, P.A.
Landscape Architecture
407.645.2888
Fax 407.647.2554
1235 S. Orange Ave
Maitland, FL
32751

Revisions
Date By
- -

The Dellorusso Residence
Markham Woods Wall Details and Elevations
Lots 1, 2, and 3, Alaqua Lakes, Phase 1, Longwood, Florida

4/21/06 Date
as indicated Scale
S. REDMON Designed By
B. GRAHAM Drawn By
Job #

Sheet
LA-2
of 2 Sheets

SEMINOLE COUNTY DEVELOPMENT ORDER

On June 10, 2008, Seminole County issued this Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

(The aforementioned legal description has been provided to Seminole County by the owner of the subject property.)

FINDINGS OF FACT

Property Owner(s): Robert G. and Diane M. Dello Russo

Project Name: Dello Russo Residence PUD

Requested Development Approval: Rezone from PUD (Planned Unit Development) to PUD (Planned Unit Development).

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforedescribed property.

RETURN TO SANDY McCANN

Prepared by: Austin Watkins, Senior Planner
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07039 Pgs 0338 - 346; (9pgs)
CLERK'S # 2008087171
RECORDED 07/29/2008 02:20:37 PM
RECORDING FEES 78.00
RECORDED BY G Harford

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

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED.**

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

A. Permitted Uses: one (1) single-family dwelling up to a maximum of 36,000 gross square feet in size and one (1) guest house up to a maximum of 6,000 gross square feet in size.
B. The setbacks shall be as follows:
   North: 30'
   South: 25'
   East: 100'
   West: 25'
C. The buffers shall be as follows:
   South: 25' minimum undisturbed upland buffer (Tract D)
   East: 100' natural buffer
   West: 25' minimum undisturbed upland buffer (Tract D)
D. A 6' masonry or brick wall with an associated landscaped berm is permitted within the 100' natural buffer (eastern property line) adjacent to the Markham Woods Road right-of-way. At least 4 canopy trees every 100' linear feet must be provided in-between the wall and Markham Woods Road. No canopy trees over 8' in diameter may be removed to install the wall. The wall and adjacent landscaping shall comply with the Wall Cross Section attached as Exhibit "C".
E. 25% usable open space shall be provided on the subject property.
F. The maximum allowable building height is 35'.
G. Retention of a 100 foot natural buffer between Parcel V and the right-of-way line of Markham Woods Road.
H. Developer shall demonstrate that at least fifty percent (50%) of the trees located with the developable areas of Tract V, including areas subject to residential platting, are preserved on-site. When fifty percent (50%) of the trees cannot be reasonably preserved, a tree replacement ratio shall be implemented as provided for in the Land Development Code of Seminole County. This ratio shall require an increasing number of replacement trees based upon the size of a tree's caliper.
I. An upland buffer average 50 feet but no less than 25 feet in width shall be maintained surrounding areas assigned the Conservation land use designation or

FP-1 or W-1 zoning classification or properties which have been designated as conservation areas of conservation easement within or adjacent to Tract V.

J. Development shall comply with the Preliminary Master Plan attached as Exhibit "B".

(4) This Development Order touches and concerns the aforedescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Brenda Carey

Brenda Carey, Chairman

OWNERS' CONSENT AND COVENANT

COMES NOW, the owners, Robert and Diane Dello Russo , on behalf of itself and its heirs agents, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

WITNESSES:

Print Name: Elizabeth Deen

Print Name: Shona McHarcey

OWNER:

Robert G. Dello Russo

Robert G. Dello Russo

WITNESSES:

Print Name: Elizabeth Deen

Print Name: Shona McHarcey

OWNER:

Diane M. Dello Russo

Diane M. Dello Russo

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 18 day of July, 2008, by ROBERT G. DELLO RUSSO, as _____, who is personally known to me or who has produced _____ as identification.

MIRINDA C. TURNER
MY COMMISSION # DD 667937
EXPIRES: June 14, 2011
Bonded Thru Notary Public Underwriters

Notary Public

Mirinda C. Turner
(Name of Notary, typed, printed or stamped)
My Commission Expires:

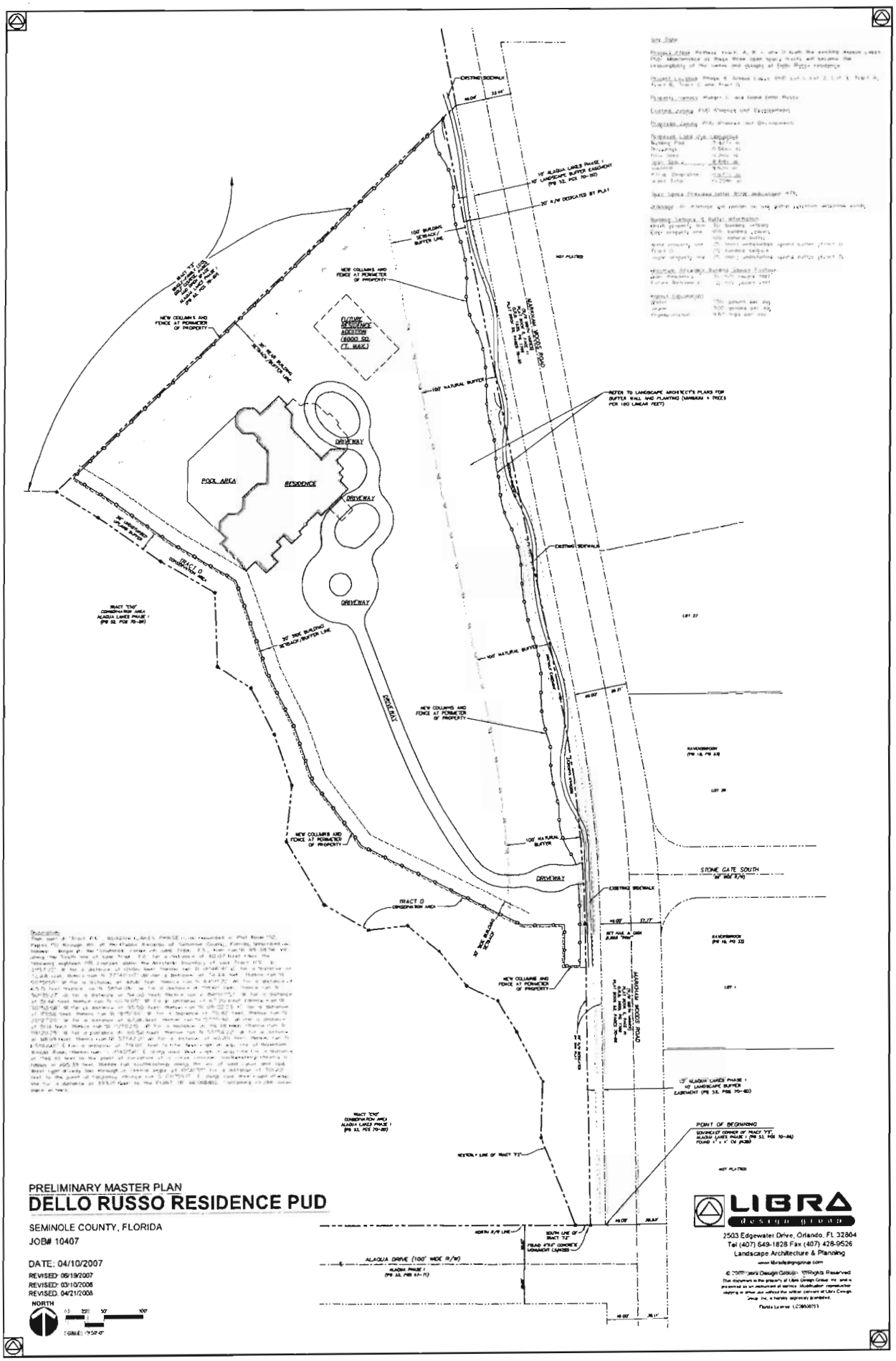
EXHIBIT "A"

Legal Description

That part of Tract "F3", ALAQUA LAKES PHASE I, as recorded in Plat Book 52, Pages 70 through 80, of the Public Records of Seminole County, Florida, described as follows: Begin at the Southeast corner of said Tract "F3"; then run N 89°38'54" W along the South line of said Tract "F3" for a distance of 40.07 feet; then the following eighteen (18) courses along the Westerly boundary of said Tract "F3": N 21°37'22" W for a distance of 121.66 feet; thence run N 01°49'41" E for a distance of 72.48 feet; thence run N 27°40'07" W for a distance of 74.44 feet; thence run N 30°51'50" W for a distance of 48.14 feet; thence run N 64°13'22" W for a distance of 45.71 feet; thence run N 38°14'04" W for a distance of 58.47 feet; thence run N 50°35'27" W for a distance of 54.00 feet; thence run S 84°00'52" W for a distance of 51.44 feet thence run N 60°11'05" W for a distance of 67.20 feet; thence run N 30°35'39" W for a distance of 95.50 feet; thence run N 05°22'23" E for a distance of 73.58 feet; thence run N 18°51'46" W for a distance of 70.82 feet; thence run N 26°27'20" W for a distance of 67.18 feet; thence run N 57°15'46" W for a distance of 51.14 feet; thence run N 02°02'15" W for a distance of 96.48 feet; thence run N 59°20'25" W for a distance of 80.54 feet; thence run N 53°54'22" W for a distance of 98.99 feet; thence run N 57°42'21" W for a distance of 63.49 feet; thence run N 45°44'41" E for a distance of 719.00 feet to the West right-of-way line of Markham Woods Road; thence run S 11°40'54" E along said West right-of-way line for a distance of 786.90 feet to the point of curvature of a curve concave Southwesterly having a radius of 1615.39 feet; thence run southeasterly along the arc of said curve and said West right-of-way line through a central angle of 10°41'37" for a distance of 301.49 feet to the point of tangency; thence run S 00°59'17" E along said West right-of-way line for a distance of 393.17 feet to the POINT OF BEGINNING. Containing 10.298 acres more or less.

EXHIBIT "B"

Preliminary Master Plan



PRELIMINARY MASTER PLAN

DELLO RUSSO RESIDENCE PUD

SEMINOLE COUNTY, FLORIDA

JOB# 10407

DATE: 04/10/2007

REVISED: 06/19/2007

REVISED: 03/10/2008

REVISED: 04/21/2008

NORTH

SCALE: 1"=50'-0"

LIBRA design group

2503 Edgewater Drive, Orlando, FL 32804

Tel (407) 649-1828 Fax (407) 428-9526

Landscape Architecture & Planning

www.libradesigngroup.com

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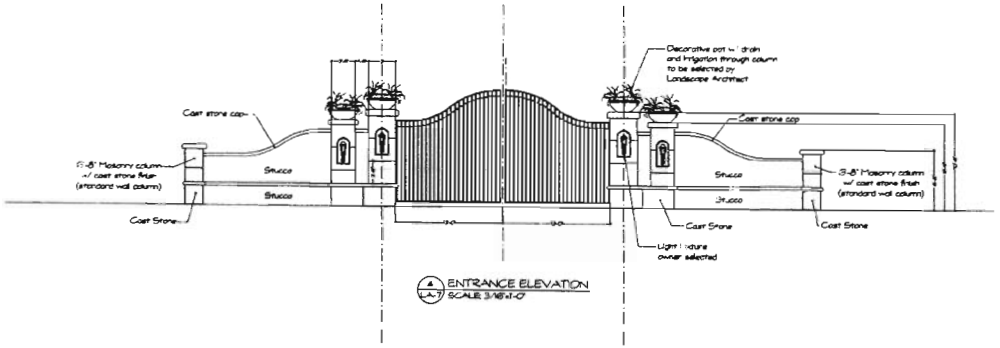
Florida License LC26000751

LEGIBILITY FOR SCANNING

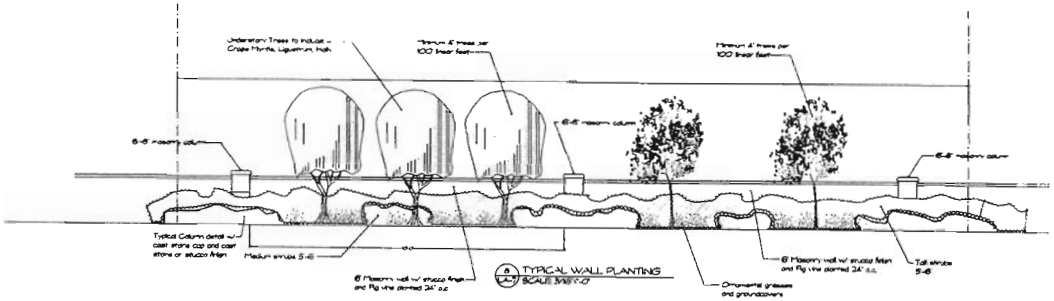
EXHIBIT "C"

Wall Cross Section

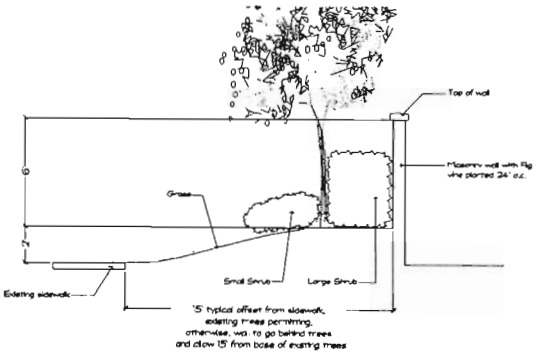
FOR SCANNING



A/L-1 ENTRANCE ELEVATION
SCALE: 3/16"=1'-0"



A/L-1 TYPICAL WALL PLANTING
SCALE: 3/16"=1'-0"



A/L-1 TYPICAL WALL SECTION
SCALE: 3/8"=1'-0"

REDMON DESIGN COMPANY, PA
Landscape Architecture
407.647.2806
Fax 407.647.5314
125 S. Bronque, 101
Maitland, FL 32751

Revisions
Date | By

The Dellorusso Residence
Markham Woods Wall Details and Elevations
Lots 1, 2, and 3, Alaqua Lakes, Phase 1, Longwood, Florida

4/21/06
Date
as indicated
Scale
Designed By
Drawn By
Job #

Sheet
LA-2
of 2 Sheets

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Administrative Code Amendment Section 3.35 Investments and Presentation of Investment Policy and Portfolio Review Report by First Southwest

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

AUTHORIZED BY: Lisa Spriggs **CONTACT:** Angela Singleton **EXT:** 7168

MOTION/RECOMMENDATION:
Approve a Resolution Amending the County's Administrative Code Section 3.35, Investments, to update and clarify the County's Investment Policy.

County-wide Lisa Spriggs

BACKGROUND:

At the December 11, 2007, BCC meeting County staff was directed to evaluate our investment policies and provide an assessment and recommendations for the Board's consideration. Staff determined that an outside firm providing this overview was the most appropriate method in proceeding forward and contacted First Southwest Asset Management to conduct a review and analysis of the fixed income portfolio for Seminole County as of March 31, 2008 inclusive of the following:

1. Review the written policy for compliance with Florida investment law.

2. Review all individual securities held in the Portfolio for compliance with written investment policy.

3. Verify security pricing.

4. Perform market analysis under various rate scenarios.

5. Determine appropriate benchmark comparisons.

6. Provide graphic portfolio breakdown summaries.

7. Recap market and interest rate conditions over the prior quarter and assess the current rate environment.

8. Recommend potential changes to investment policy, market strategy and Portfolio composition.

9. Present the formal written review at a time and date as specified by the County.

The Consultant will be present at the meeting to provide a formal presentation of the "Investment Policy and Portfolio Review" report (attached) and will address any questions the Board may have. The County's Administrative Code Section 3.35, Investments has been revised to reflect the Consultants recommendations as well as modifications to provide for clarification as deemed appropriate.

STAFF RECOMMENDATION:

Approve a Resolution Amending the County's Administrative Code Section 3.35, Investments, to update and clarify the County's Investment Policy.

ATTACHMENTS:

1. Resolution
2. Investment Policy
3. Final Consultant Report

Additionally Reviewed By:

☐ County Attorney Review (Arnold Schneider)

RESOLUTION NO. 2008-R-_____ **SEMINOLE COUNTY, FLORIDA**

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ___ DAY OF _____, 2008.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, the Seminole County Administrative Code needs to be amended from time to time to reflect changes in the administration of County government; and

WHEREAS, the Board of County Commissioners desires to amend sections of the Seminole County Administrative Code to update and clarify the County's Investment Policy,

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

The Seminole County Administrative Code is hereby amended by the revisions to Section 3.35, "Investments", as more particularly described in the attachment hereto.

ADOPTED this _____ day of _____, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:_____
BRENDA CAREY, Chairman

Date:_____

Attachment:
Section 3.35 - "Investments"

P:\CAO Protected\Admin Samples\Admin Resolutions Drafts\08Resolution for 3.35 Investments.doc

SECTION 3. COUNTY ADMINISTRATION

3.35 INVESTMENTS

A. PURPOSE/SCOPE.

(1) This investment policy applies to all financial assets held by or for the benefit of the ~~Seminole County~~ Board of County Commissioners (the "Board") of Seminole County (the "County") by the Seminole County Clerk of the Circuit Court (Clerk) acting in ~~her~~ the capacity as Clerk and the Chief Financial Officer ~~of~~ to the ~~Board~~ County ~~(collectively, the County)~~. This policy does not include the Financial assets held individually or under the control of any of the Constitutional Officers of Seminole County until such time that control of such funds pass to the County.

(2) Investments of the County are subject to Chapter 218, Part IV, Florida Statutes., ~~Chapter 125.31~~. This policy is established pursuant to ~~supplement the existing statutory authority~~ and ~~must~~ shall conform to the provisions of ~~Florida Statutes Chapter 125.31~~ Section 218.415, Florida Statutes, as it may be amended, Resolution 95-R-237, and by Resolution 08-R-____. The proceeds of certain bond issues may be further limited or expanded by their respective bond resolutions or covenants and shall not be considered to be in conflict with this investment policy.

B. INVESTMENT OBJECTIVES. The ~~county~~ County shall strive to achieve with each investment opportunity, the objectives, in order of priority:

(1) Safety – The primary objective of the County's investment activities is the protection and preservation of the investment capital.

(2) Liquidity – The County's investment strategy will provide sufficient liquidity to meet cash flow requirements by utilizing marketable securities with structured maturities.

(3) Investment Income – The County will strive to invest the public funds to maximize the return on the portfolio but will minimize investment risk.

C. INVESTMENT PERFORMANCE AND REPORTING.

(1) ~~The portfolio shall seek to achieve a performance level equivalent to or greater than the 90-day Treasury Bill rate or the monthly rate of the State Board of Administration (SBA), Local Government Surplus Trust Fund.~~ The portfolio's weighted-average yield will be compared to established benchmarks each quarter with both a data table and corresponding graph presented to the Board. The benchmarks that shall be used are the average yield on the 6-month and 12-month Constant Maturity Treasury (CMT) indices during the prior quarter's reporting period. The benchmark is intended to serve as an indication of general market yield and will establish *a clear frame of reference and understanding* for the County's investment performance. It is not

intended as a hurdle that the County must meet, as this practice may encourage undue risk during periods of rapidly rising interest rates.

(2) A portfolio report from the Clerk shall be provided each month to ~~the Clerk of the Circuit Court,~~ the Board ~~of County Commissioners~~, appropriate County management staff, and any other interested parties. The report shall include, but not be limited to, the following:

- Name of the Security
- Cost of the Security
- Market Value
- Date of Purchase
- Date of Maturity
- Coupon Rate
- Yield to Maturity
- Accrued Interest
- Portfolio Diversification Ratios

(3) Mortgage pass-through investments will be categorized by stated maturity, estimated maturity, or average life.

(4) The ~~Clerk of the Circuit Court~~ Board shall be notified immediately upon any deviation from the currently approved investment policies.

D. PRUDENCE AND ETHICAL STANDARDS.

(1) The standard of prudence to be used by investment officials shall be the "prudent person rule" and shall be applied in the context of managing an overall portfolio. Investment officers, or persons performing the investment functions acting in accordance with written policies and procedures, and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

(2) The "prudent person" standard is herein understood to mean the following: Investment shall be made with judgment and care under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

E. AUTHORIZED INVESTMENTS. The Clerk ~~or other designees of the Clerk's office~~ shall purchase or sell investment securities at prevailing market rates except for investments such as Guaranteed Investment Contracts (GICs) or Repurchase Agreements (Repos) involving bond proceeds for which the Board's authorization and approval shall be separately provided for in the bond sale and authorization documents.

~~Authorized instruments are as follows:~~ Authorized Investments shall consist of the following:

(1) The Local Government Surplus Funds Trust Fund, The State Investment Pool administrated by the State Board of Administration (SBA).

(2) Money Market Funds – Securities and Exchange Commission (SEC) registered, AAA-rated money market funds offered by prospectus with permitted investments limited to government securities and repurchase agreements backed by government securities.

~~(2)~~(3) U. S. Treasuries – direct obligations of, or obligations the principal and interest is unconditionally guaranteed by the United States Government. Such securities will include, but not be limited to, Treasury Bills, Treasury Notes, Treasury Bonds, and Treasury Strip Coupons (Zeros).

~~(3)~~(4) Federal Agencies – bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by the United States Government ~~agencies~~. Such agencies will include the Farmers Home Administration, Federal Housing Administration, Federal Financing Bank, Governmental National Mortgage Association ~~Cooperation (GNMA)~~ (Ginnie Mae), Tennessee Valley Authority (TVA), ~~Student Loan Marketing Association (Sallie Mae)~~, and the Department of Veteran Affairs (VA).

~~(4)~~(5) Federal Instrumentalities – bonds, debentures, ~~notes or~~ and other evidence of indebtedness issued or guaranteed by ~~United States Government agencies~~ the issuing entity itself. ~~and it's instrumentalities which are not backed by the full faith and credit of the United States Government. Agencies and instrumentalities will~~ Issuers shall include, but are not ~~be~~ limited to, the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal ~~Notional~~ National Mortgage Association ~~(FNMA)~~ (Fannie Mae), and the Federal Home Loan Mortgage Cooperation (Freddie Mac~~s~~).

~~(5)~~(6) Time deposits, savings accounts, and non-negotiable Certificates of Deposit issued by qualified banks or savings banks ~~and loan associations~~ under the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, and doing business and situated in the State.

~~(6)~~(7) Guaranteed Investment Contracts (GICs) and Repurchase ~~agreements~~ Agreements (Repos) ~~– Repurchase agreements (sale and subsequent repurchase) are utilized as a cash management tool within the confines of the County's banking agreement mainly but may be authorized for any of the investments authorized in items (2) and (3).~~ Any investment in a GIC or Repo shall be done with providers that are Primary Dealers with a credit rating of A or better from S&P or Moody's, or other financial institutions rated "AA" by S&P or "Aa" by Moody's. Repurchase agreements shall include both overnight and term repurchase agreements to be priced daily, as well as flexible repurchase agreements ("flex repos") which are authorized solely for the

investment of bond proceeds. The maturities of the Guaranteed Investment Contracts and Flex Repos shall correspond to the County's cash flow forecasts on the specific bond issue. Required collateral shall be maintained at a minimum of 102% of the outstanding balance of the contract or agreement along with accrued interest and shall be limited to securities authorized within this policy. Collateral shall be held with a third-party safekeeping agent and registered in the name of the County.

All GIC and Flex Repo Investments must be competitively bid and fully documented to the extent required by Federal regulations. The investment of bond proceeds into a GIC or Flex Repo must be approved by the Board prior to initiating the bid process.

(8) Mortgage-backed securities (MBS) issued by Fannie Mae, Freddie Mac and Ginnie Mae: limited to pass-through pools and balloons. Private label pools, whole loans and Collateralized Mortgage Obligations (CMOs) are not permitted.

~~(7)~~(9) Any non-permitted investment currently held in the County's portfolio at the adoption of this policy may continue to be held to maturity or timely, subsequent sale.

F. MATURITY AND LIQUIDITY REQUIREMENTS. The investment portfolio shall be structured in such a manner to match investment maturities with cash needs as they come due. Liquidity and maturity consideration are as follows:

(1) Current operating funds will be matched with anticipated cash flow needs and will be kept in relatively short-term investments. These short-term investments will include the ~~County's~~ depository bank, money market funds, the State Board of Administration (SBA) pool, ~~Repurchase Agreement~~ repurchase agreements, federal agencies and instrumentalities and ~~liquid,~~ U. S. Treasuries with maturities of one (1) year or less.

~~Construction funds, debt service funds, bond reserves and other non-operating funds~~ Bond proceeds and other restricted capital funds will be invested to match the projected~~, approximate~~ cash flow needs in accordance with bond covenants, construction contracts and other ~~planned~~ capital plans. Maximum maturities may be exceeded when deemed beneficial with Board authorization.

The County's total portfolio may contain investments with stated maturities of thirty (30) years or less but the average or estimated life of the portfolio shall not exceed five (5) years (60 months).

Revenue flows and anticipated cash inflows will also be analyzed and ~~anticipated cash in-flows will be~~ considered in the investment decision.

(2) Maximum Maturity on Securities.

Security	Maturity Limit
State Board of Administration (SBA)	N/A
Money Market Funds	N/A
U.S. Treasuries	5 years
Federal Agencies and Federal Instrumentalities	5 years
~~Repurchase Agreements~~	~~30 days~~
Certificates of Deposit	1 year
Term Repurchase Agreements	30 days
~~Treasuries, Agencies, and Instrumentalities~~	~~5 years~~
Mortgage Backed Securities	30 years

To allow for the efficient and effective placement of bond sale proceeds, the limit on repurchase agreements may be exceeded for five (5) business days following the receipt of the bond proceeds.

(3) Portfolio Activity and Maturity Management. The investment philosophy of the County is to "buy and hold" but the maturity composition of the portfolio and the general economic conditions will be evaluated to determine if a replacement investment would be advantageous. Accounting losses may be incurred in this situation if an economic gain is achieved. The portfolio maturity may be shortened or extended dependent on interest rate projections or the portfolio quality may be improved by reducing the maturity or risk of a security.

~~H.~~G. PORTFOLIO COMPOSITION.

(1) Prudent investing necessitates that the portfolio be diversified as to instruments and dealers. The following maximum limits are guidelines established for diversification by investment type. ~~These guidelines may be revised by the Clerk of the Circuit Court in specific circumstances (i.e.: market conditions):~~

Security Type	Portfolio Limitations
State Board of Administration	~~100~~ 50 percent
Money Market Funds	100 percent
U.S. Treasuries	100 percent
U.S. Treasury Strip Coupons (Zeros)	5 percent
Federal Agencies and Federal Instrumentalities	80 percent
Certificates of Deposit	20 percent
Term Repurchase Agreements	~~5~~ 10 percent
~~Certificate of Deposit~~	~~30 percent~~
~~Treasuries, Agencies, Instrumentalities~~	~~100 percent~~
Mortgage Backed Securities	30 percent
~~Zero Coupon (Strips)~~	~~5 percent~~

(2) Leveraged investments or agreements prohibited.

(3) Bond proceeds shall be invested in accordance with the covenants in the governing resolution, indenture and related issuance documents. All GICs and Flex Repos comprised of bond proceeds shall be excluded from the portfolio composition limits in subsection (1), above, when calculating percentages to test portfolio issues.

~~I.~~H. **RISK AND DIVERSIFICATION.** Assets held shall be diversified to control the risk of loss resulting from the over concentration of assets in a specific maturity, issuer, instrument, dealer, or bank. Diversification strategies within established guidelines shall be reviewed and revised periodically by the appropriate management staff.

~~J.~~I. **CONTINUING EDUCATION.** The Clerk, and any investment officers designated by the Clerk to perform the investment functions in accordance with these written policies and procedures, are required to annually complete eight (8) hours of continuing education in subject courses of study related to investment practices and products.

~~K.~~J. **AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.**

(1) It is the policy of the County to purchase securities only from those broker/dealers or ~~banks~~ financial institutions included on the ~~County's~~ Clerk's approved list. ~~as approved by the Clerk of the Circuit Court. The list will be developed in accordance with the these investment policies.~~

(2) A listing of the Qualified Public Depositories is available on a quarterly basis from the *Florida Administrative Weekly*. All ~~banks and savings and loan associations~~ financial institutions will be included on the approved list if they have been designated a Qualified Public Depository as determined by the State of Florida and State Statutes.

(3) In addition, the list ~~will~~ may include ~~brokers~~ primary government security dealers and regional brokers and dealers ~~selected by credit worthiness. These may include primary dealers of regional dealers~~ that qualify under the Securities & Exchange Commission Rule 15C3-1 (Uniform net capital rule) and are registered to do business in the state of Florida.

(4) All approved broker/dealers will acknowledge in writing that they have received a copy, read, and concur with the County's investment policy.

(5) The approved list shall be presented to the Board on an annual basis for information and disclosure purposes.

~~L.~~K. **THIRD PARTY CUSTODIAL AGREEMENTS.** The Clerk ~~of the Circuit Court~~ will execute a third-party custodial and safekeeping agreement with the ~~trust department of~~

~~the~~ County's depository bank. All securities purchased and/or collateral obtained ~~by the County~~ shall be properly designated as an asset of the County and held in safekeeping. ~~by the trust department and no~~ No withdrawal of such securities, in whole or part, shall be made from safekeeping except as authorized by ~~a County staff member~~ the Clerk. The third-party custodial safekeeping agreement shall include letters of authority from the Clerk ~~of the Circuit Court,~~ ; details as to responsibilities of each party~~,~~ ; notification of security purchases, sales delivery, repurchase agreements, wire transfers, safekeeping and transaction costs~~,~~ ; and procedures in case of wire failure or other unforeseen mishaps, including the liability of each party.

~~M.~~L. MASTER REPURCHASE AGREEMENT. The ~~Office of the~~ Clerk ~~of the Circuit Court~~ will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement.

~~N.~~M. BID REQUIREMENT.

~~(1) Although in most situations the competitive bid process shall be utilized, there is no obligation to secure competitive bids from all financial institutions and dealer/brokers on the approved list. Rather, a decision will be made by the Clerk through the Finance Director and County Finance Department Staff as to the institutions that have been competitive over the preceding weeks and these will be contacted for a bid.~~

~~(2) After the~~ The Clerk~~, through County Finance Department personnel, has~~ shall determined the approximate maturity date(s) based on cash flow needs, ~~and~~ market conditions and portfolio analysis ~~has analyzed~~ and ~~has~~ selected one or more optimal types of investments~~,~~. ~~a~~ A minimum of three (3) qualified banks and/or dealers will be contacted and asked to provide bids. ~~on the securities in question.~~

~~(a)~~(1) Bids will be held in confidence until the best bid is determined and awarded.

~~(b)~~(2) Documentation will be retained for all bids, with winning bid clearly identified.

~~(c) If the maturing investment is a certificate of deposit, the present holder of the funds will be one of the contacts made, subject to the portfolio diversification requirements in this policy.~~

(3) If the maturing investment is a certificate of deposit, and the depository institution has performed to the satisfaction of the County, that depository institution shall be asked to submit a competitive bid, and that bid shall be equal to or greater than competing bids in order to retain funds.

~~(d)~~(4) If the highest bid is not selected, the reasons for that decision will be clearly ~~recorded~~ documented on the bid forms.

~~(e)~~(5) ~~This policy need not apply in relation to swap proposals offered by specific broker/dealers or financial institutions as such "shopping" of swap proposals can have an adverse effect on broken motivation to seek swaps.~~ In the event that a broker/dealer or financial institution initiates and proposes a security swap that provides a financial advantage to the County, the Clerk may bypass obtaining bids from competing dealers provided that the Clerk can verify fair market value was obtained.

~~(f)~~(6) In certain circumstances, when the Clerk believes an investment security with exceptional value in the market will not be available for the time it would take to receive additional bids, it may be purchased without obtaining the required three bids, *provided that fair market value can be established.* Fair market value may be established by showing a similar security that is being offered in the market at the same time. ~~when a dealer or bank informs the County of a potential purchase or sale that must be completed within minutes of notification, the competitive bidding policy may be waived. The Clerk or the finance Director will have final approval on these particular transactions before they are completed.~~

~~O.~~N. **INTERNAL CONTROLS.** ~~The Clerk of the Circuit Court shall exercise and monitor a set of internal controls to be conducted through the County Finance Director. Said controls are designed to protect the County's fund and ensure the proper accounting and reporting of investment transactions. Such controls shall consist for the following:~~ The responsibility for establishment, exercise and monitoring of proper internal controls to carry out the investment function is that of the Clerk. The controls should be designed to protect the County's funds and ensure proper accounting and reporting of investment transactions. Written procedures shall be maintained and shall consist of the following:

(1) All securities purchased or sold will be transferred only under the "delivery versus payment" (DVP) method to ensure that the funds or securities are not released until all criteria related to the specific transaction have been met.

(2) The Clerk is authorized to accept on behalf of the County, trust receipts or confirmations as evidence of the actual delivery of the obligation or security in return for the payment of the investment.

(3) Trust receipts or confirmations shall fully describe the various securities held. The receipt or confirmation shall state that the investment is held in the County's name.

(4) Telephone or wire transfer transaction will be confirmed by subsequent written documentation.

(5) There will be adequate separation of duties with a clear delegation of authority among investment personnel.

(6) Custodial safekeeping will be properly utilized.

(7) Operational reviews, ~~and~~ performance evaluations and interim and annual reporting shall be completed by the ~~County Finance Department~~ Clerk. ~~and shall be audited by the County's independent Auditors.~~

~~(8) "Bearer Bonds" will be avoided.~~

~~(9)~~(8) ~~County Finance~~ The Clerk will not take physical possession of any security or investment.

~~(10)~~(9) There shall be specific limitations regarding securities losses and remedial action shall be taken as soon as possible.

~~(11)~~(10) A wire transfer agreement with the ~~County's~~ custodial bank outlining the various controls and security provisions for making and receiving wire transfers will be established. ~~a part of the County Finance Department's Procedures Manual.~~

~~(12)~~(11) Collusion is Prohibited.

~~(13)~~(12) Written dealer confirmation and monthly and/or quarterly custodial account statements will be maintained.

~~(14)~~(13) All daily investment activity will be coordinated and reviewed by the Revenue Supervisor or the Assistant Finance Director and the Finance Director. Investments are under the direct control of the Finance Director and the Clerk. ~~of the Circuit Court~~. In the absence of the ~~finance~~ Finance Director and the Clerk ~~of the Circuit Court~~, investment activity must be approved by the Revenue Supervisor and the Assistant Finance Director and later approved by the Finance Director or the Clerk ~~of the Circuit Court~~.

~~(15)~~(14) The following positions are designated by the Clerk ~~of the Circuit Court~~ as having the authority to initiate all investment activities:

(a) Clerk of the Circuit Court
(b) Finance Director
(c) Assistant Finance Director
(d) Revenue Supervisor
(e) All other designees at the discretion of the Clerk ~~of the Circuit Court~~

~~(16)~~(15) Periodic training and educational opportunities in investment and related subjects will be provided and made available to appropriate investment personnel.

~~(17)~~(16) Additional internal controls may be established by the Clerk. ~~of the Circuit Court.~~

~~P.~~O. AUTHORITY. Resolution 95-R-237 adopted September 26, 1995
BCC approved policy amendment April 9, 2002



Investment Policy and Portfolio Review

May 15, 2008

FINAL VERSION



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SEMINOLE COUNTY FLORIDA
Investment Policy and Portfolio Review
Report Date: ***May 15, 2008***

The following review was based on information provided to First Southwest Asset Management, Inc. (FSAM) by the Seminole County Florida as well as "Yield Book" reports generated by SunTrust Robinson Humphrey, SunTrust safekeeping statements and Prima Portfolio Review and Investment Management Analytics.

I THE CURRENT RATE ENVIRONMENT

As 2008 began, many experts still believed the U.S. economy would narrowly avoid a recession. Indeed, fourth quarter growth turned out to be slightly positive at up 0.6%, but first quarter economic data showed significant deterioration. Although the determination of whether or not an official recession has occurred is surprisingly subjective and not usually determined until long after a recovery has begun, the economy's clearly in bad shape. Harvard Economist, Martin Feldstein, a member of the committee that officially determines whether a recession has occurred, said in late March that the current recession could be the most severe since WW2. A joint economic report by global consulting firm Oliver Wyman and Morgan Stanley supposed that "the (financial) industry is facing the most severe investment banking crisis in 30-years". Not to be outdone, retired Chairman Greenspan described the market turmoil as the "most wrenching" in more than 60 years.

Fortunately, the Fed knows it has a problem, and the financial markets know the Fed knows it has a problem. Frederic Mishkin, a Fed governor and a close ally of Bernanke, recently told the National Association for Business Economics that the risks are so great that the economy may not be able to meet even the Fed's modest forecast, which essentially calls for little or no growth in the first half of the year. Bernanke has assured investors that the Fed was "ready to respond to whatever situation evolves" …and so far, it has. The Greenspan Fed never cut the funds rate by more than 50 bps at a single meeting, but the Bernanke Fed did it twice in less than two months. They've sliced the overnight rate by 200 basis points during the first quarter, bringing the real fed funds rate below zero, cut the discount rate to within a quarter point of the funds target, opened the window to primary dealers and offered several innovative solutions to facilitate liquidity in the markets. Congress and the Administration have pitched in to the cause with promised rebate checks. And of course, income tax refund checks are already appearing in mailboxes. The stimulus is huge, but it hasn't had a chance to work it's way through the system. Right now, the market is still trembling from the Bear Stearns collapse and wondering when and where the next bomb will drop.

At the end of April (as expected) the Fed cut the overnight funds rates by another 25 bps to 2.00%, but will not meet again for two more months on June 25th. By that time, stimulus dollars to consumers will probably have sparked some noticeable GDP growth. A majority of economists are now predicting that the Fed has concluded its easing campaign, but several notable bears including Merrill's Chief Economist David Rosenberg are forecasting that the Fed could *resume* easing in late 2008 or early 2009. Regardless of where the bottom turns out to be, the Fed is unlikely to begin *raising* rates in the foreseeable future.

II INVESTMENT POLICY COMPLIANCE WITH FLORIDA LAW

Current investment policy was compared to Florida State Statutes Chapter 218.415 (attached as Exhibit A) in order to determine compliance with required provisions of the statutes.

Following review, it was determined that the County's investment policy, as written, *adheres to all basic requirements as set forth in Florida Investment Law*.

III INVESTMENT POLICY RECOMMENDATIONS

There are a number of instances throughout the policy where institutions, laws or language is outdated or less appropriate. In those cases in which changes are required, appropriate substitute language is recommended. In other cases, language may be suggested that strengthens or clarifies policy.

Section: 3.35 Investments

Point #1: A. Purpose / Scope (2) Page 1.
The Florida statute that governs local government investment has changed. Policy currently reflects the older statute.

Recommendation: Change all Florida statute reference from Chapter 125.31 to Chapter 218.415.

Rationale: Update reference to governing law.

Point #2: C. Investment Performance and Reporting (1) Page 1.
Performance measurement standards may not be appropriate to established risk parameters. The current policy states that the County shall try to achieve a performance level equal to or greater than the 90-day (91-day) Treasury bill rate or the monthly rate of the SBA. The 91-day T-bill rate is too short to be an effective benchmark and the SBA, at least for the time-being, may be too tainted to use as a measuring stick.

Recommendation: Clarify language and change the performance benchmark as follows –

The portfolio's weighted-average yield will be compared to established benchmarks each quarter with both a data table and corresponding graph presented to the Board. The benchmarks that shall be used are the average yield on the 6-month and 12-month Constant Maturity Treasury (CMT) indices during the prior quarter's reporting period. The benchmark is intended to serve as an indication of general market yield and will establish *a clear frame of reference and understanding* for the County's investment performance. It is not intended as a hurdle that the County must meet, as this practice may encourage undue risk during periods of rapidly rising interest rates.

Rationale: To establish a more appropriate benchmark

Point #3: E. (3) Federal Agencies Page 2.
The Student Loan Marketing Association (Sallie Mae) is a private company and no longer issues debt.

Recommendation: Delete Sallie Mae from Section (3)

Point #4: E. (4) Federal Instrumentalities Page 3.
The Federal National Mortgage Association (Fannie Mae) and the Federal Home Loan Mortgage Corporation (Freddie Mac), as described in this section, are not Agencies of the United States, but rather Government Sponsored Enterprises (GSE's) which act as public companies. In several instances, issuer names are incorrect.

Recommendation: Rewrite to clarify as follows -
Federal Instrumentalities (commonly referred to as "Agencies") – bonds, debentures, and other evidence of indebtedness issued or guaranteed by the agency itself. Issuers shall include, but are not limited to the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal Home Loan Mortgage Corporation (Freddie Mac) and the Federal National Mortgage Association (Fannie Mae).

Point #5: E. (Add) Mortgage-back securities Page 3.
Mortgage-backs are complex and volatile instruments. As such, they should be clearly authorized and defined by policy.

Recommendation: Add mortgage-backs as a specifically authorized investment type
Mortgage-backed securities (MBS) issued by Fannie Mae, Freddie Mac and Ginnie Mae; limited to pass-through pools and balloons. Private label pools, whole loans and Collateralized Mortgage Obligations (CMOs) are not permitted.

Rationale: To control risk and limit exposure to a more volatile investment product.

Point #6: E. (5) Time Deposits Page 3.
Savings & Loans are now referred to as *Banks* or *Savings Banks.*

Recommendation: Delete reference to *Savings & Loans*.

Point #7: E. (6) Repurchase Agreements Page 3.

Recommendation:
Consider rewriting this section to allow for broader use of repurchase agreements as an option for the investment of bond proceeds.

Guaranteed Investment Contracts (GICs) and Repurchase Agreements (Repos). Any investment in a GIC or Repo shall be done with providers that are Primary Dealers with a credit rating of A or better from S&P or Moody's, or other financial institutions rated "AA" by S&P or "Aa" by Moody's. Repurchase agreements shall include both overnight and term repurchase agreements to be priced daily, as well as flexible repurchase agreements ("flex repos") which are authorized solely for the investment of bond proceeds. The maturities of Guaranteed Investment Contracts and Repurchase Agreements shall correspond to the County's cash flow forecasts on the specific bond issue. Required collateral shall be maintained at a minimum of 102% of the outstanding balance of the contract or agreement along with accrued interest and shall be limited to securities authorized within this policy. Collateral shall be held with a third-party safekeeping agent and registered in the name of the County.

All GIC or Flex Repo investments must be competitively bid and fully documented. The investment of bond proceeds into a GIC or Flex Repo must be approved by the Board prior to initiating the bid process, although the Board will *not* be required to approve the specific bid.

Rationale:
Repos and GICs are safe and conservative vehicles for the investment of bond proceeds.

Point #8: E. (Add) AAA-rated Money Market Funds Page 3.

Recommendation: Add money market funds as an alternate liquidity vehicle to the SBA pool.
SEC-registered, AAA-rated money market funds offered by prospectus with permitted investments limited to government securities and repurchase agreements backed by government securities.

Rationale: Money market funds are a safe and prudent cash management tool which the County is already utilizing.

Point #9: F. (1) Maturity and Liquidity Requirements Page 3.

Recommendation: Amend to clarify.
(1) Current operating funds will be matched with anticipated cash flow needs and will be kept in relatively short-term investments. These short-term investments will include the County's depository bank, money market funds, the State Board of Administration (SBA) *pool*, repurchase

agreements, federal agencies and instrumentalities and U.S. Treasuries with maturities limited to one year.

Point #10: F. (2) Maximum Maturities Page 4.

Recommendation: Amend to clarify.

Security	Maturity Limit
Term Repurchase Agreements	30 days
GICs and Flex Repos	Anticipated expenditure of proceeds

Point #11: H. (1) Portfolio Composition Page 4.

Recommendation: Adjust percentages to better reflect risk tolerance

Security Type	Portfolio Limit
Treasuries	100 percent
Money Market Funds	100 percent
Agencies and Instrumentalities	80 percent
SBA	50 percent
CDs	20 percent
Term Repurchase Agreements	10 percent
GICs and Flex Repos *	100 percent of proceeds of a single bond issue.

* All GIC and Flex Repo balances shall be excluded from portfolio asset totals when calculating percentages to test portfolio limits.

Rationale:
Reduced SBA from 100% max following recent issues
Specified "Term" repo with understanding that flex repo percentage would be bond issue dependent.
Reduced CD percentage due to illiquidity.

Point #12: K. (3) Authorized Investment Institutions and Dealers Page 5.

Recommendation: Amend to clarify.
In addition, the list may include primary government security dealers and regional brokers and dealers that qualify under SEC rule 15c3-1 (Uniform net capital rule) and are registered to do business in the state of Florida.

Recommendation: Add (5) for full disclosure – see below for language:
(5) The County's approved list shall be presented to the Board on an annual basis for information and disclosure purposes.

Point #13: L. Third-party Custodial Agreements Page 5.

Recommendation: Delete reference to Trust departments. The safekeeping function is independent from the Trust department.

Point #14: N. (2) Bid Requirement Page 5.

Recommendation: Rewrite language as follows to better clarify intent.

(c) If the maturing investment is a CD, and the depository institution has performed to the satisfaction of the County, that depository institution shall be asked to submit a competitive bid, and that bid shall be equal to or greater than competing bids in order to retain funds.

(e) In the event that a broker/dealer initiates and proposes a security swap that provides a financial advantage to the County, the County may bypass the process of obtaining bids from competing dealers provided that it can verify that it has received fair market value on the trade.

(f) In certain circumstances, when the County believes an investment security with exceptional value in the market will not be available for the time it would take to receive additional bids, it may, with approval from the Finance Director or Clerk, be purchased without obtaining the required three bids, provided that fair market value can be established. Fair market value may be established through a similar security that is being offered in the market at the same time.

Point #15: O. (8) Internal Controls Page 7.

Recommendation: Delete reference to "avoidance of bearer bonds"

Rationale: Bearer bonds have not been issued since 1982.

IV INVESTMENT PORTFOLIO COMPLIANCE

All securities in the portfolio conform to the stated policy authorization, guidelines and limitations.

Compliance Points as outlined in the Policy

Objectives

- ✓ Safety - There are no corporate securities in this portfolio, only governments. All marketable securities are backed by the U.S. Treasury, or guaranteed by AAA-rated issuers. All three money market funds are AAA-rated.

- ✓ Liquidity - There is adequate liquidity in the portfolio with more than $400 million in fully liquid money market funds and securities scheduled to mature *or be called away* in the next 90 days.

- ✓ Income / Relative Performance – With all of the floating rate paper and amortizing mortgage-back securities, earnings are quite variable from month to month; however, with an overnight market rate of 2.25% as of March 31st, the adjusted earnings yield of 2.78% is exceptional.

Maturities

- ✓ Average life of Portfolio not to exceed five years – In a base case scenario, *excluding money market funds*, the estimated average life, according to the Prima model is 4.13 years. As interest rates continue to fall, more refinancing opportunities will shorten average lives on pass-through securities as home-owners refinance their mortgages. If money market funds, holdings in the SBA, and bank deposits are factored in, the average life falls to 1.96 years.

- ✓ Repurchase Agreements not to exceed 30 days – The sole repurchase agreement is a cash management sweep vehicle which acts strictly as an overnight investment.

- ✓ CDs not to exceed one year – The two CDs in the portfolio, representing a total of approximately $21.6 million are both with Colonial Bank and mature in October 2008.

- ✓ Treasuries not to exceed five years – more than 98% of the Treasury allocation is to Treasury-bills maturing on May 29, 2008. The remainder is in a longer T-

note position maturing in 2023. This security was purchased 15 years ago and is current trading at a substantial gain. Although policy guidelines no longer allow the purchase of longer Treasury securities, this $3 million par bond may be safely held or sold at a substantial gain of more than $500,000.

- ✓ Agencies not to exceed five years – There was a single FHLB step-up bond with a stated final maturity in six years that was subsequently *called away* on April 28, 2008.

- ✓ Mortgage-backs not to exceed 30 years – all mortgage-backs included in the portfolio have final maturities of less than of 30 years. Rapid prepayments due to multiple refinancing opportunities have resulted in average lives that are much shorter.

Portfolio Composition

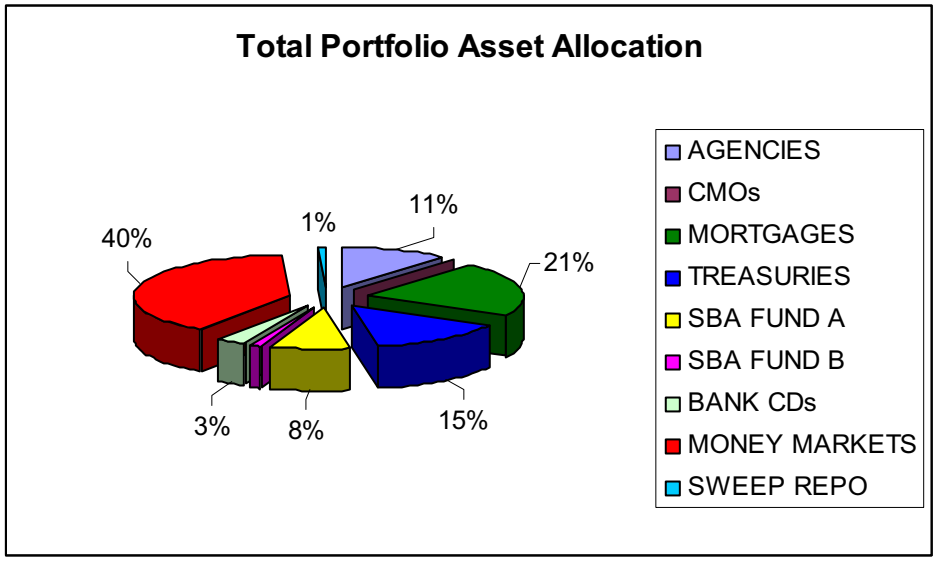
- ✓ Repurchase agreements limited to 5% - The only repurchase agreement in effect is used on the investment side of a cash management sweep. At quarter end, this represented *less than 1% of the portfolio*.

- ✓ CDs limited to 30% - The percentage allocated to CDs is *just over 3%.*

- ✓ Zero coupon strips limited to 5% - There are *no* Treasury coupon strips included in the portfolio.

- ✓ Mortgage-backed securities limited to 30% - the percentage of total assets allocated to MBS is approximately 21%.

V PORTFOLIO ANALYSIS as of March 31, 2008



Fifteen percent (15%) of the portfolio has been allocated to full-faith-and-credit U.S. Treasury securities while 11% of the portfolio has been invested in Federal agencies which include bonds issued by FHLB (5.8%), Fannie Mae (2.9%) and Freddie Mac (2.2%). Agency prices were verified via Bloomberg and appeared to be accurate as of report date.

A large 40% is currently held in money market funds which are described in more detail in section VI below.

Eight percent (8%) of the County's assets are held in the Florida SBA pool. Although the pool experienced problems in 2007, the structure has changed and a number of important controls have been put into place. An updated look at the SBA is included in section VII below.

Florida bank CD's make up 3% of the portfolio.

There are a couple of components to this portfolio that on the surface may draw concern. The first is the Collateralized Mortgage Obligations or CMOs. The second are pass-through Mortgage-Backed Securities or MBSs. Neither of these present a problem for the County.

The two CMOs are among the safest of the mortgage products. The first is a Sequential Class. The second is a Planned Amortization Class (PAC). Both of these classes were designed to be *shorter* and *less volatile* than a standard pass-through MBS. These particular bonds, which now represent only a fractional percentage of the portfolio, were only mentioned in this report because riskier CMOs classes have resulted in large losses to other municipal investors in past years.

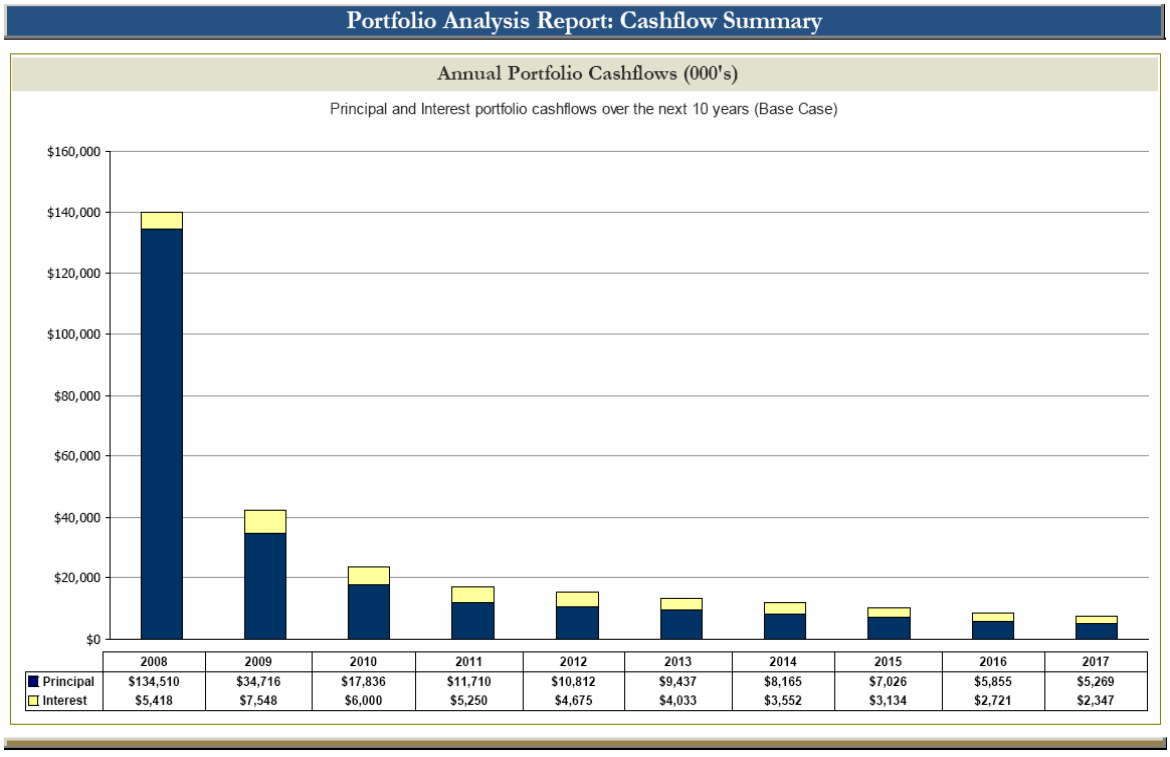
The mortgage-back securities are *secured* by pools of mortgage loans. When the homeowner makes a payment, principal and interest "pass through" to the County. These pools represent a much larger portion of the total portfolio, *but are all agency issued.* In the case of Federal National Mortgage Association (FNMA or "Fannie Mae") and Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac") pools, the agencies themselves guarantee timely payment of principal and interest. The Government National Mortgage Association (GNMA or "Ginnie Mae") pools are backed by the full-faith-and-credit of the US Treasury.

The specific MBS types in the portfolio are as follows:

- Hybrid Arm 3/1
- Hybrid Arm 5/1
- Hybrid Arm 7/1
- Hybrid Arm 10/1
- GNMA Arm 3/1
- Conventional Arm
- 30-yr pass-through
- 15-yr pass-through
- 10-yr pass-through

The Hybrid Adjustable Rate Mortgages (ARMs), which make up the majority of the mortgage portfolio, pay a fixed rate of interest for a specified number of years (3, 5, 7 or 10) and then float based on an index which is typically 6-mo LIBOR, 1-yr LIBOR or the 1-yr Constant Maturity Treasury (CMT) *plus a spread*. As the reset date approaches, the majority of borrowers historically will try and refinance their loans. Part of the uncertainty in today's market has to do with whether they will be able to achieve this given the collapse of housing prices. Mortgage prices were verified and appear accurate as of reporting date.

The expected cash flow on the security portfolio is fronted-loaded due to a large Treasury-bill maturity in May, Federal agency maturities and called bonds. Subsequent year's forecasted cash flow generally consists of mortgage principal and interest payments.



	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Principal	$134,510	$34,716	$17,836	$11,710	$10,812	$9,437	$8,165	$7,026	$5,855	$5,269
Interest	$5,418	$7,548	$6,000	$5,250	$4,675	$4,033	$3,552	$3,134	$2,721	$2,347

VI MONEY MARKET FUND ANALYSIS

When evaluating money market funds, it's important to consider the fund's authorized investments and its fee structure. These two components will, over time, determine the fund yield.

The following is detail on each of the three money market funds with which the County currently invests its funds:

1) INVESCO AIM PREMIER US GOVERNMENT MONEY PORTFOLIO

- Ratings - AAAm (S&P), Aaa (Moody's)
- Buys Repo, US Treasuries and Government agencies
- 48-day weighted-average maturity (WAM)
- $504 million in fund assets
- Fee - **10 bps** (1/10th of 1%)
- 30-day average fund rate - 2.59%

This is a conservative fund with a low fee structure. The longer WAM is beneficial during periods in which rates are falling. When the Fed begins raising rates, funds with shorter maturities will outperform.

2) DREYFUS TREASURY CASH MANAGEMENT

- Ratings - AAAm (S&P), Aaa (Moody's)
- Buys US Treasuries and Repo backed by US Treasuries
- 39-day weighted-average maturity (WAM)
- $15.7 billion in fund assets
- Fee - **20 bps** (1/5th of 1%)
- 30-day average fund rate - 1.81%

This is a 100% Treasury fund with a relatively high fee structure. Although the portfolio quality is virtually risk-free, there is a significant opportunity cost associated with a Treasury-only fund. Keep in mind that a 10 basis point increase in yield on a $100 million balance equates to an extra $100,000 in annual earnings.

3) WELLS FARGO ADVANTAGE

- Ratings - AAAm (S&P), Aaa (Moody's)
- Buys Repo and Government agencies
- 27-day weighted average maturity (WAM)
- $33 billion in fund assets
- Fee - **20 bps** (1/5th of 1%)
- 30-day average fund rate – 2.19%

This Wells Fargo fund purchases the same type of securities as the AIM Premier fund. However, the AIM fund had a longer WAM which insulated it better against the aggressive Fed rate cuts during the quarter. In addition, the AIM fee is half of the Wells Fargo fund which translated directly into a higher rate to fund investors.

VII THE SBA POOL

- Ratings - AAAm (S&P)
- Buys Repo, Government agencies, Corporate Notes, Commercial Paper
- 17-day weighted average maturity (WAM)
- $8.6 billion in pool assets
- Fee - 3.68 bps
- 30-day average fund rate - 2.87%

A number of significant changes have taken place in the Florida SBA pool during the past several months. The net effect is that the new pool structure has much improved safety and control. The following is a summary of important SBA changes:

- ✓ Pool Rating (Dec) - Pool A received a AAAm-rating from S&P. This will limit the maximum weighted-average maturity of the portfolio to 60 days and limit maturities on individual securities to a 13-month maximum. The rating also establishes a 5% individual issuer limitation.

- ✓ Safekeeping (Dec) - Custody of pool assets has been transferred to the *Bank of New York / Mellon Financial.*

- ✓ Oversight (Dec) - An independent monthly committee was formed to report on holdings and performance.

- ✓ New Management (Jan) - *Federated Investor*s was selected to succeed interim manager *BlackRock* as the internal pool manager. Federated was established in 1955 and is currently one of the largest funds management companies in the US with assets of more than $300 billion.

- ✓ Compliance (March) - A *full-time* independent compliance officer position was created to monitor the portfolio on an ongoing basis.

- ✓ Fee Structure - The fee structure associated with external management and custody is currently 3.68 basis points. Although this above the 1.5 bp external fee that had been previously charged, it is well below the typical fee charged by institutional money market funds.

- ✓ Disclosure – The portfolio of assets is posted weekly on the SBA website.

The improved controls, safeguards and procedures now make the SBA pool a safe, viable investment option for liquid funds.

VIII SCENARIO ANALYSIS

The analysis that was done by the PRIMA system differs from a scenario analysis recently performed by SunTrust. Neither report is incorrect. The difference is in the subjective input data to the two models that generate the reports. The big question regarding mortgage-backs is *how they will prepay* as lending rates move higher and lower. The input gets complicated in this unusual housing environment because it is not clear that homeowners who would normally be able to refinance away from adjustable rate mortgages will be able to do so. The Prima modeling, which excluded all called and matured securities, considered six rate scenarios up and down 50 basis points from the base to calculate the following:

Horizon Duration (yrs)	
-150	n/a
-100	0.64
-50	1.78
Base	2.71
+50	3.42
+100	3.92
+150	4.20

Because this analysis does not include the money market fund balances, the duration appears longer than it would otherwise. However, the portfolio duration remains reasonably stable as interest rates rise. The notion that rates could fall much further from current levels is unlikely. A 150 basis drop is not accurately measured by this model. If rates were to increase by 150 basis points, security duration would be expected to extend from 2.7 to 4.2 years.

Horizon Market Price	
-150	$104.64
-100	$104.01
-50	$103.11
Base	$101.83
+50	$100.22
+100	$98.36
+150	$96.39

The market value of the portfolio falls as rates rise and duration lengthens, but degree of portfolio deterioration resulting from a 150 basis point increase is expected to represent only a five percentage point decline. In a buy-and-hold scenario, this drop in book value would not result in a realized loss. However, this price depreciation model scenario suggests that additional allocation to mortgage-backs prior to Fed rate hikes will subject the County to a higher degree of price volatility.

Total Return Profile	
-150	2.67
-100	3.35
-50	3.78
Base	3.56
+50	3.05
+100	2.37
+150	1.61

Total return is a function of security yield, plus or minus increases or decreases in market price. As interest rates rise, total return falls. This is a normal occurrence regardless of the security types held in the portfolio. Although the County portfolio's return would decrease, yields on existing securities as well as rates on money market funds and rollover CD's would increase. The degree of return volatility that the model predicts is minimal in relative terms.

The thing to take away from any scenario analysis is how much volatility the portfolio displays as rates change. In the case of this portfolio, the overall volatility is reasonable.

IX STRATEGY IN THE CURRENT MARKETS

Because the Fed appears to be nearing completion of the current easing cycle, the market has begun anticipating *when* tightening, or expected rate hikes, will begin. If inflationary pressure eases as the economy slows, the Fed will be afforded the luxury of maintaining short term rates at current levels, but if inflationary pressures increase, the timing and magnitude of the rate hikes could be quite dramatic. The general effect on the existing mortgage-back portfolio during rate tightening, would be a lengthening of average life as home owners are less likely to refinance or make extra principal payments against their loans. Thus, with yields near a 4-year low, a prudent strategy would be to limit market risk by purchasing securities with maturities not to exceed 12 to 15 months. With approximately 45% *of the security portfolio* already invested in mortgage-back securities, further investment in this security types should be limited. Federal agency "bullet" paper issued by Fannie Mae, Freddie Mac, Federal Home Loan Bank and Federal Farm Credit Bank are preferred over additional mortgage-backs. As interest rates rise, callable agencies may have value depending on the spread offered over non-callable issues.

Money market funds and constant dollar investment pools should outperform most security types as interest rates rise. Thus, it's beneficial to maintain a higher percentage in overnight investments during periods of Fed tightening. The specific money market funds selected can have a significant impact on earnings. Unless there is a specific requirement to do so, Treasury-only money market funds are not recommended, simply because the yield is so low compared to other fund choices. It also pays to *shop money market funds* as rates can vary among even the largest and well known fund families.

The SBA pool is now AAA-rated and managed by one of the Nation's premier money managers. Because it is operated as a LGIP, it is subject to a 60-day WAM limitation, which is more conservative than AAA-rated money market fund guidelines. Consider the SBA pool relative to comparable money market funds.

Bank CD's often offer higher rates relative to Federal agencies during periods of Fed easing. Consider CD's relative to agencies with comparable maturities.

X SUMMARY

The Policy is in need of an update to better reflect changes that have occurred in the market in recent years. Otherwise, the Policy meets the requirements as set forth in Florida Statute 218.415. Likewise, all securities held in the portfolio as of the reporting date are authorized under existing policy. Although the portfolio contains mortgages, a sector that has experienced notable liquidity problems in recent months, the actual securities held by the County are of the safer variety and total only 21% *of overall investment assets* and 45% of the security portfolio. All other investments are even more conservative and don't present any apparent problems in the current market, or in the event that the Fed reverses monetary policy and starts raising rates later this year or in 2009. Portfolio prices have been verified and appear accurate. The portfolio earnings are solid, although with high percentages held in money market funds, it's strongly suggested that the County continue to look for the best available funds at any given time.

Scott McIntyre, CFA
Senior Portfolio Manager

This information has been provided at your request for informational purposes only. It has been obtained from sources believed to be reliable; however, First Southwest Company does not guarantee the accuracy of completeness of the above information.

EXHIBIT A

2007 FLORIDA STATUTE 218.415

FLORIDA STATUTES - 2007

218.415 Local government investment policies.--Investment activity by a unit of local government must be consistent with a written investment plan adopted by the governing body, or in the absence of the existence of a governing body, the respective principal officer of the unit of local government and maintained by the unit of local government or, in the alternative, such activity must be conducted in accordance with subsection (17). Any such unit of local government shall have an investment policy for any public funds in excess of the amounts needed to meet current expenses as provided in subsections (1)-(16), or shall meet the alternative investment guidelines contained in subsection (17). Such policies shall be structured to place the highest priority on the safety of principal and liquidity of funds. The optimization of investment returns shall be secondary to the requirements for safety and liquidity. Each unit of local government shall adopt policies that are commensurate with the nature and size of the public funds within its custody.

(1) SCOPE.--The investment policy shall apply to funds under the control of the unit of local government in excess of those required to meet current expenses. The investment policy shall not apply to pension funds, including those funds in chapters 175 and 185, or funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds.

(2) INVESTMENT OBJECTIVES.--The investment policy shall describe the investment objectives of the unit of local government. Investment objectives shall include safety of capital, liquidity of funds, and investment income, in that order.

(3) PERFORMANCE MEASUREMENT.--The investment policy shall specify performance measures as are appropriate for the nature and size of the public funds within the custody of the unit of local government.

(4) PRUDENCE AND ETHICAL STANDARDS.--The investment policy shall describe the level of prudence and ethical standards to be followed by the unit of local government in carrying out its investment activities with respect to funds described in this section. The unit of local government shall adopt the Prudent Person Rule, which states that: "Investments should be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment."

(5) LISTING OF AUTHORIZED INVESTMENTS.--The investment policy shall list investments authorized by the governing body of the unit of local government, subject to the provisions of subsection (16). Investments not listed in the investment policy are prohibited. If the policy authorizes investments in derivative products, the policy must require that the unit of local government's officials responsible for making investment decisions or chief financial officer have developed sufficient understanding of the derivative products and have the expertise to manage them. For purposes of this subsection, a "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or index or asset values. If the policy authorizes investments in reverse repurchase agreements or other forms of leverage, the policy must limit the investments to transactions in which the proceeds are intended to provide liquidity and for which the unit of local government has sufficient resources and expertise.

(6) MATURITY AND LIQUIDITY REQUIREMENTS.--The investment policy shall require that the investment portfolio is structured in such manner as to provide sufficient liquidity to pay obligations as they come due. To that end, the investment policy should direct that, to the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash-flow requirements.

(7) PORTFOLIO COMPOSITION.--The investment policy shall establish guidelines for investments and limits on security issues, issuers, and maturities. Such guidelines shall be commensurate with the nature and size of the public funds within the custody of the unit of local government.

(8) RISK AND DIVERSIFICATION.--The investment policy shall provide for appropriate diversification of the investment portfolio. Investments held should be diversified to the extent practicable to control the risk of loss resulting from overconcentration of assets in a specific maturity, issuer, instrument, dealer, or bank through which financial instruments are bought and sold. Diversification strategies within the established guidelines shall be reviewed and revised periodically, as deemed necessary by the appropriate management staff.

(9) AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS.--The investment policy should specify the authorized securities dealers, issuers, and banks from whom the unit of local government may purchase securities.

(10) THIRD-PARTY CUSTODIAL AGREEMENTS.--The investment policy shall provide appropriate arrangements for the holding of assets of the unit of local government. Securities should be held with a third party; and all securities purchased by, and all collateral obtained by, the unit of local government should be properly designated as an asset of the unit of local government. No withdrawal of securities, in whole or in part, shall be made from safekeeping, except by an authorized staff member of the unit of local government. Securities transactions between a broker-dealer and the custodian involving purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction.

(11) MASTER REPURCHASE AGREEMENT.--The investment policy shall require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Master Repurchase Agreement. All repurchase agreement transactions shall adhere to the requirements of the Master Repurchase Agreement.

(12) BID REQUIREMENT.--The investment policy shall require that the unit of local government's staff determine the approximate maturity date based on cash-flow needs and market conditions, analyze and select one or more optimal types of investment, and competitively bid the security in question when feasible and appropriate. Except as otherwise required by law, the bid deemed to best meet the investment objectives specified in subsection (2) must be selected.

(13) INTERNAL CONTROLS.--The investment policy shall provide for a system of internal controls and operational procedures. The unit of local government's officials responsible for making investment decisions or chief financial officer shall establish a system of internal controls which shall be in writing and made a part of the governmental entity's operational procedures. The investment policy shall provide for review of such controls by independent auditors as part of any financial audit periodically required of the unit of local government. The internal controls should be designed to prevent losses of

funds which might arise from fraud, employee error, misrepresentation by third-parties, or imprudent actions by employees of the unit of local government.

(14) CONTINUING EDUCATION.--The investment policy shall provide for the continuing education of the unit of local government's officials responsible for making investment decisions or chief financial officer. Such officials must annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

(15) REPORTING.--The investment policy shall provide for appropriate annual or more frequent reporting of investment activities. To that end, the governmental entity's officials responsible for making investment decisions or chief financial officer shall prepare periodic reports for submission to the legislative and governing body of the unit of local government, which shall include securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Such reports shall be available to the public.

(16) AUTHORIZED INVESTMENTS; WRITTEN INVESTMENT POLICIES.--Those units of local government electing to adopt a written investment policy as provided in subsections (1)-(15) may by resolution invest and reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act as provided in s. 163.01.

AAA

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories as defined in s. 280.02.

(d) Direct obligations of the United States Treasury.

(e) Federal agencies and instrumentalities.

(f) Rated or unrated bonds, notes, or instruments backed by the full faith and credit of the government of Israel.

(g) Securities of, or other interests in, any open-end or closed-end management-type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided that the portfolio of such investment company or investment trust is limited to obligations of the United States Government or any agency or instrumentality thereof and to repurchase agreements fully collateralized by such United States Government obligations, and provided that such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian.

(h) Other investments authorized by law or by ordinance for a county or a municipality. - OPEN

(i) Other investments authorized by law or by resolution for a school district or a special district.

(17) AUTHORIZED INVESTMENTS; NO WRITTEN INVESTMENT POLICY.--Those units of local government electing not to adopt a written investment policy in accordance with investment policies developed as provided in subsections (1)-(15) may invest or reinvest any surplus public funds in their control or possession in:

(a) The Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in s. 163.01.

(b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

(c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in s. 280.02.

(d) Direct obligations of the U.S. Treasury.

The securities listed in paragraphs (c) and (d) shall be invested to provide sufficient liquidity to pay obligations as they come due.

(18) SECURITIES; DISPOSITION.--

(a) Every security purchased under this section on behalf of the governing body of a unit of local government must be properly earmarked and:

1. If registered with the issuer or its agents, must be immediately placed for safekeeping in a location that protects the governing body's interest in the security;

2. If in book entry form, must be held for the credit of the governing body by a depository chartered by the Federal Government, the state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state, and must be kept by the depository in an account separate and apart from the assets of the financial institution; or

3. If physically issued to the holder but not registered with the issuer or its agents, must be immediately placed for safekeeping in a secured vault.

(b) The unit of local government's governing body may also receive bank trust receipts in return for investment of surplus funds in securities. Any trust receipts received must enumerate the various securities held, together with the specific number of each security held. The actual securities on which the trust receipts are issued may be held by any bank depository chartered by the Federal Government, this state, or any other state or territory of the United States which has a branch or principal place of business in this state as defined in s. 658.12, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in this state.

(19) SALE OF SECURITIES.--When the invested funds are needed in whole or in part for the purposes originally intended or for more optimal investments, the unit of local government's governing body may

sell such investments at the then-prevailing market price and place the proceeds into the proper account or fund of the unit of local government.

(20) PREEXISTING CONTRACT.--Any public funds subject to a contract or agreement existing on October 1, 2000, may not be invested contrary to such contract or agreement.

(21) PREEMPTION.--Any provision of any special act, municipal charter, or other law which prohibits or restricts a local governmental entity from complying with this section or any rules adopted under this section is void to the extent of the conflict.

(22) AUDITS.--Certified public accountants conducting audits of units of local government pursuant to s. 218.39 shall report, as part of the audit, whether or not the unit of local government has complied with this section.

(23) AUTHORIZED DEPOSITS.--In addition to the investments authorized for local governments in subsections (16) and (17) and notwithstanding any other provisions of law, a unit of local government may deposit any portion of surplus public funds in its control or possession in accordance with the following conditions:

(a) The funds are initially deposited in a qualified public depository, as defined in s. 280.02, selected by the unit of local government.

(b) The selected depository arranges for the deposit of the funds in certificates of deposit in one or more federally insured banks or savings and loan associations, wherever located, for the account of the unit of local government.

(c) The full amount of principal and accrued interest of each such certificate of deposit is insured by the Federal Deposit Insurance Corporation.

(d) The selected depository acts as custodian for the unit of local government with respect to such certificates of deposit issued for its account.

(e) At the same time the unit of local government's funds are deposited and the certificates of deposit are issued, the selected depository receives an amount of deposits from customers of other federally insured financial institutions, wherever located, equal to or greater than the amount of the funds initially invested by the unit of local government through the selected depository.

History.--s. 1, ch. 95-194; s. 2, ch. 97-9; s. 3, ch. 2000-264; ss. 66, 141, ch. 2001-266; s. 2, ch. 2005-126; s. 1, ch. 2007-89.

Bundled CDs

EXHIBIT B

MONEY MARKET FUND DETAIL

Invesco Aim

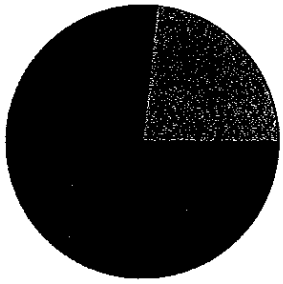
Institutional Money Market Funds
Daily Performance Update
March 31, 2008

Fund	Classes	Intermediary 12B-1 Service Fee	365	360	7-Day	30-Day	WAM	Assets	Same-Day Settlement ***
ATST Premier Portfolio	Institutional	10	3.16%	3.12%	3.15%	3.32%	37.96	$5,192,912,712.93	5 p.m. ET
Buys A-1/P-1 rated Commercial Paper and Repo									
Ratings* AAAm(S&P),Aaa(Moody's)									
Approval: **NAIC-1									
ATST Premier U.S. Gov't Money Portfolio	Institutional	10	2.24%	2.21%	2.19%	2.59%	47.97	$504,201,899.10	5 p.m. ET
Buys Repo, US Treasuries and Government Agencies									
Ratings* AAAm(S&P),Aaa(Moody's)									
Approval: **NAIC-0									
ATST Premier Tax-Exempt Portfolio	Institutional	10	2.83%	2.79%	2.92%	3.20%	24.00	$129,573,393.10	4 p.m. ET
Buys Short-Term Municipal Obligations									
STIT - Liquid Assets Portfolio	Institutional	0	3.19%	3.14%	3.16%	3.31%	47.50	$24,036,848,942.48	5 p.m. ET
Buys A-1/P-1 rated Commercial Paper and Repo	Corporate	3	3.15%	3.11%	3.12%	3.28%			
Ratings* AAAm(S&P),Aaa(Moody's),	Cash Management	8	3.11%	3.06%	3.08%	3.23%			
AAA(FitchRatings)	Resource	20	2.99%	2.94%	2.96%	3.11%			
Approval: **NAIC-1	Private	25	2.89%	2.85%	2.86%	3.01%			
	Personal	40	2.64%	2.60%	2.61%	2.76%			
	Reserve	75	2.32%	2.29%	2.29%	2.45%			
STIT STIC - Prime Portfolio	Institutional	0	2.77%	2.73%	2.73%	2.94%	17.67	$8,399,213,086.81	4 p.m. ET
Buys A-1/P-1 CP and Repo 60 days and in	Corporate	3	2.74%	2.70%	2.70%	2.91%			
Ratings* AAAm(S&P),Aaa(Moody's),	Cash Management	8	2.69%	2.66%	2.65%	2.86%			
AAA(FitchRatings)	Resource	16	2.61%	2.58%	2.57%	2.78%			
Approval: **NAIC-1	Private	25	2.47%	2.44%	2.43%	2.64%			
	Personal	40	2.22%	2.19%	2.18%	2.39%			
	Reserve	75	1.90%	1.88%	1.86%	2.07%			
STIT - Government & Agency Portfolio	Institutional	0	2.55%	2.51%	2.48%	2.86%	52.47	$4,785,708,880.41	5 p.m. ET
Buys Repo, Treasuries, Agencies	Corporate	3	2.52%	2.48%	2.45%	2.83%			
Ratings* AAAm(S&P),Aaa(Moody's),	Cash Management	8	2.47%	2.43%	2.40%	2.78%			
AAA(FitchRatings)	Resource	16	2.39%	2.36%	2.31%	2.70%			
Approval: **NAIC-0	Private	25	2.25%	2.22%	2.18%	2.56%			
	Personal	40	2.00%	1.97%	1.93%	2.31%			
	Reserve	75	1.68%	1.66%	1.61%	1.99%			
STIT - Treasury Portfolio	Institutional	0	1.59%	1.57%	1.58%	1.94%	52.16	$15,312,523,063.62	5 p.m. ET
Buys US Treasuries and Repo	Corporate	3	1.56%	1.54%	1.55%	1.91%			
Ratings* AAAm(S&P), Aaa(Moody's),	Cash Management	8	1.51%	1.49%	1.51%	1.86%			
AAA(FitchRatings)	Resource	16	1.43%	1.41%	1.42%	1.78%			
Approval: **NAIC-0	Private	25	1.29%	1.27%	1.28%	1.64%			
	Personal	40	1.04%	1.03%	1.03%	1.39%			
	Reserve	75	0.72%	0.71%	0.71%	1.07%			
STIT - Government TaxAdvantage Portfolio	Institutional	0	2.16%	2.13%	2.26%	2.47%	37.42	$841,553,828.42	3 p.m. ET
Buys US Treasuries and Government Agencies	Corporate	3	2.13%	2.10%	2.23%	2.44%			
Ratings* AAAm(S&P),Aaa(Moody's),	Cash Management	8	2.08%	2.05%	2.19%	2.39%			
AAA(FitchRatings)	Resource	16	2.00%	1.97%	2.11%	2.31%			
Approval: **NAIC-0	Private	25	1.91%	1.89%	2.02%	2.22%			
	Personal	40	1.61%	1.59%	1.71%	1.92%			
	Reserve	75	1.29%	1.27%	1.39%	1.60%			

Dreyfus Treasury & Agency Cash Management – Institutional Shares

April 30, 2008

Asset Allocation[1]



■ Repurchase Agreements 76.61%
■ U.S.Treasury 23.39%

Average Annual Total Returns as of 3/31/08

1 yr	3 yr	5 yr	10 yr
4.23%	4.23%	2.99%	3.56%

Average Annual Total Returns as of 4/30/08

1 yr	3 yr	5 yr	10 yr
3.94%	4.21%	3.00%	3.53%

Cumulative Total Returns as of 4/30/08

1 mo	YTD	1 yr	3 yr	5 yr	10 yr
0.14%	0.79%	3.94%	13.16%	15.91%	41.43%

Current Yields as of 4/30/2008

7-day yield	1.59%
30-day yield	1.74%

1.81

The performance data quoted represents past performance, which is no guarantee of future results. Current performance may be lower or higher than the performance quoted. Go to Dreyfus.com for the fund's most recent month-end returns. As a measure of current income, 7-day yield most closely reflects the fund's current income-generating ability.

Historical Total Return Performance

2007	2006	2005	2004	2003	2002	2001	2000	1999	1998
4.86%	4.80%	2.91%	1.11%	0.96%	1.65%	3.96%	6.06%	4.84%	5.28%

Monthly Yield History

04/08	03/08	02/08	01/08	12/07	11/07	10/07	09/07	08/07	07/07	06/07	05/07
1.74%	1.81%	2.55%	3.38%	3.84%	4.15%	4.51%	4.61%	4.64%	5.01%	5.00%	5.04%

The fund's portfolio is structured within the confines of Rule 2a-7 under the Investment Company Act of 1940, as amended.

30-day yield is based upon dividends per share from net investment income during the past 30 days, divided by the fund's maximum offering price per share at the end of the month and annualized based on the number of days in the month.

An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

This material must be preceded or accompanied by a current prospectus.

[1] Portfolio composition is as of 3/31/08 and is subject to change at any time. All other information is as of 4/30/08 unless otherwise noted.

[2] S&P Fund ratings are not a recommendation to buy, sell or hold the shares of a fund. A money market fund rating serves as a current assessment of the fund's overall safety as Standard & Poor's conducts ongoing monitoring of a fund's portfolio and management. The fund has extremely strong capacity to maintain principal and stability and to limit exposure to principal losses due to credit, market, and/or liquidity risks. Moody's Investors Service ratings incorporate an assessment of a fund's published investment objectives and policies and the creditworthiness of the assets held by the fund, as well as the management characteristics. The ratings are not intended to consider the prospective performance of a fund with respect to appreciation, volatility of net asset value or yield. National Association of Insurance Commissioners approved mutual fund list; U.S. Direct Obligations/Full Faith and Credit Exempt listings (DOFFC) are exempt from NAIC reserve requirements while Class 1 listings must be reserved against as prescribed by NAIC. NAIC listing is not a principal stability rating. Subject to annual review.

[3] As to the fund's Institutional Shares, unless The Dreyfus Corporation gives holders of Institutional Shares at least 90 days notice to the contrary, Dreyfus, and not the fund, will be liable for all fund expenses (exclusive of taxes, brokerage, interest on borrowing and extraordinary expenses) other than the management fee payable by the fund monthly at the annual rate of 0.20 of 1% of the value of the fund's average daily net assets attributable to Institutional Shares. Please see the prospectus for expenses as of the fund's most recent fiscal year-end. Operating expenses may vary from month to month.

[4] In order to earn same-day dividends, orders to purchase shares must be received in proper form by Dreyfus Investments Division in New York by 5:00 P.M.Eastern Time and federal funds must be received by the Fund's Custodian by 6:00 P.M. Eastern Time. See the prospectus for more details.

Leading Rating Agencies[2]	
S&P	AAAm
Moody's	Aaa
NAIC – DOFFC Approved	
Portfolio Manager	
The Dreyfus Corporation	
Fund Facts	
NASDAQ symbol	DTRXX
CUSIP	261908-10-7
Inception Date	09/04/86
Total Net Assets (for the fund)	$15,784,093,163
Number of Holdings (as of 03/31/08)	27
Dividend Policy	Declare Daily Pay Monthly
Average Maturity (as of 03/31/08)	39 Days
12b-1 Fee	N/A
Expense Ratio[3] (as listed in Prospectus Fee Table)	0.20%
Trading Deadline[4]	5:00 p.m. ET

Fund Goal

The fund seeks as high a level of current income as is consistent with the preservation of capital and the maintenance of liquidity.

Investment Approach

The fund only invests in securities issued or guaranteed as to principal and interest by the U.S. government, and repurchase agreements (including tri-party repurchase agreements) in respect of these securities.

BNY MELLON
ASSET MANAGEMENT

■ NOT FDIC-INSURED ■ NOT BANK-GUARANTEED ■ MAY LOSE VALUE

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Dreyfus

Government Money Market Fund – Institutional Class

All information on this page is as of 05-13-08 unless otherwise noted

Select a Share Class
Institutional

Fund Number	1751
Ticker	GVIXX
CUSIP	94975P405
7-Day Current Yield as of 05-13-08	2.07%
7-Day Effective Yield	2.10%
YTD Return	1.08%
Investment Minimum	$10,000,000
Inception Date	11-16-1987
Total Fund Assets as of 04-30-2008	$32,945,288,155.17

PDF Downloads
- Fact Sheet
- Prospectus – Inst
- Semi-Annual Report
- Annual Report
- SAI

OPEN AN ACCOUNT

PERFORMANCE | ANALYTICS | FUND MANAGEMENT

- View a list of complete holdings
- View historical daily yields

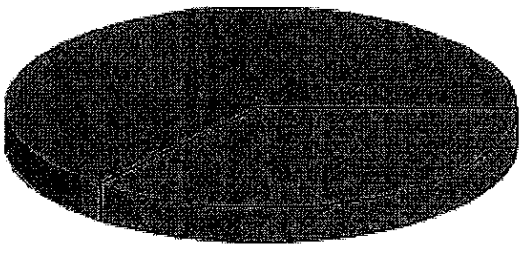
Ratings

S&P	AAAm
Moody's	Aaa
NAIC Approval	Yes

Portfolio Statistics – as of 03-31-2008

Number of Securities	97
Weighted Average Effective Maturity	25.00 Day(s)
Expense Ratio – effective since 07-01-07	0.20%

Portfolio Composition as of 04-30-2008



30 Day As Per Wells Fargo 3/31/08
2.19



EXHIBIT C

STANDARD & POOR'S FUND PROFILE – SBA POOL

STANDARD &POOR'S **FUND PROFILE** *March 27, 2008*

Florida Local Government Investment Pool A

Principal Stability Fund Ratings Definitions

AAAm A fund rated 'AAAm' has extremely strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market and/or liquidity risks. 'AAAm' is the highest principal stability fund rating assigned by Standard & Poor's.

AAm A fund rated 'AAm' has very strong capacity to maintain principal stability and to limit exposure to principal losses due to credit, market and/or liquidity risks.

Am A fund rated 'Am' has strong capacity to maintain principal stability but is somewhat more susceptible to principal losses due to adverse credit, market and/or liquidity risks than higher-rated funds.

BBBm A fund rated 'BBBm' has adequate capacity to maintain principal stability. However, adverse market conditions and/or higher levels of redemption activity are more likely to lead to a weakened capacity to limit exposure to principal loss as a result of higher exposure to credit, market and/or liquidity risks.

BBm A fund rated 'BBm' has uncertain capacity to maintain principal stability and is vulnerable to principal losses resulting from its exposures to credit, market and/or liquidity risks.

Dm A fund rated 'Dm' has failed to maintain principal stability resulting in a realized or unrealized loss of principal.

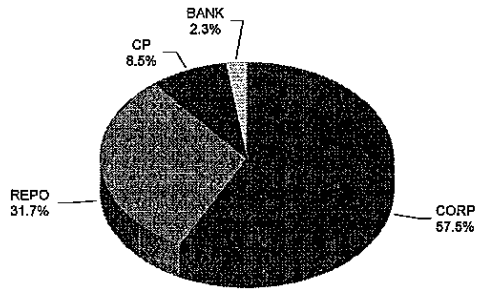
G The letter 'G' follows the rating symbol when a fund's portfolio consists primarily of direct U.S. government securities.

Plus (+) or Minus (-) The ratings may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

About the Fund

Fund Rating	AAAm
Fund Type	Stable NAV Government Investment Pool
Investment Adviser	State Board of Administration of Florida www.sbafla.com/pool
Portfolio Manager	Federated Investors, Inc. (Since March 2008)
Date Rating Assigned	December 2007
Custodian	Bank of New York Mellon Corp.

Portfolio Composition as of March 27, 2008



CORP - Corporate; REPO - Repurchase Agreement; CP - Commercial Paper; BANK - Bank Deposits

Fund Highlights
- Three layers of oversight: Board of Trustees, LGIP Advisory Committee and Investment Oversight Group
- NAV monitored on a daily basis

Rationale

The 'AAAm' rating on the Florida Local Government Investment Pool A is based on our analysis of the fund's credit quality, market price exposure, and management. The rating signifies extremely strong capacity to maintain principal value and limit exposure to principal losses due to credit, market, and/or liquidity risks. This is accomplished through conservative investment practices and strict internal controls. We monitor principal stability rated investment pools weekly.

Overview

The Florida Local Government Investment Pool (LGIP) is one of four open-pool investment funds operated by the State Board of Administration (SBA) of Florida. All four funds operate in essentially the same fashion as mutual funds and are open to non-pension assets of all Florida governmental entities.

On December 6th, 2007 when the LGIP reopened to investors after being closed on November 29th, it was separated into two pools - LGIP A (now rated AAAm by S&P) and the LGIP B (not rated by S&P). LGIP A will buy only top-tier, money-market assets of the highest quality and is the ongoing fund for participants.

LGIP A is structured as a '2a-7 like' fund with an objective to pool investments from participants in a portfolio of eligible securities that principally provides liquidity while preserving capital and secondarily provides competitive yields net of fees. The objective to preserve capital is consistent with the intent to pay $1.00 per share net asset value (NAV).

Management

On November 30, 2007, the SBA hired BlackRock Financial Management, Inc. (BlackRock) as the interim investment manager for 90 days to handle all of the day-to-day investment decisions for the LGIP. During this interim period, the SBA issued an invitation to negotiate for long-term money market investment management services for the LGIP. In February 2008, Federated Investors, Inc. (Federated) was selected as the long-term investment manager for the LGIP, and on March 3, 2008, Federated replaced interim manager BlackRock.

Federated is one of the largest institutional money market fund managers in the United States, and as of December 31, 2007, Federated managed $236.6 billion in money market assets. Approximately $165 billion of Federated's money market assets were managed in 18 S&P AAAm rated portfolios. Currently, Federated manages public sector money in all 50 states, services 2,600 public entities directly and manages the nation's largest LGIP relationship.

Portfolio Assets

LGIP A's investment policy guidelines have been created to be '2a-7 like' as well as adhere to S&P's AAAm guidelines. The weighted average maturity (WAM) for LGIP A will be managed to 60 days or less. Pool A's guidelines allow for the purchase of only top-tier, money-market assets of the highest quality (at least 50% A-1+ and no more than 50% A-1) such as US Treasury and Agency obligations; corporate obligations (including CP and ABCP); municipal securities; bank obligations (CDs, BAs, TDs, etc.); repurchase agreements; and money market mutual funds.

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Investors should consider the investment objectives, risks and charges and expenses of the fund before investing. The prospectus which can be obtained from your broker-dealer, contains this and other information about the fund and should be read carefully before investing. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation of any other government agency. Although the fund seeks to preserve the value of your investment at $1.00 per share, it is possible to lose money by investing in the fund.

Principal Stability Rating Approach and Criteria

Principal Stability Fund Rating, also known as a Money Market Rating, is a current opinion of a fund's capacity to maintain stable principal or net asset value. When assigning a Principal Stability rating to a fund, Standard & Poor's focuses on the creditworthiness of a fund's investments and counterparties, the market price exposure of its investments, sufficiency of the fund's portfolio liquidity, and management's ability and policies to maintain the fund's stable net asset value by limiting exposure to loss. A money market fund rating evaluates:

Credit risk: credit quality, types, and diversity of portfolio investment;

Market price exposure: degree of liquidity of investments, distribution and average length of maturities, and volatility of portfolio cash flows;

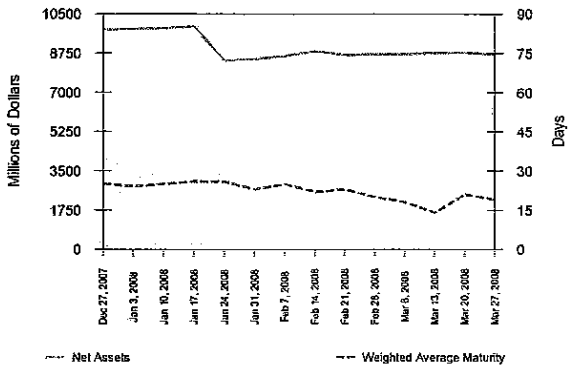
Management: philosophy, operating policies and procedures.

Data Bank as of March 27, 2008

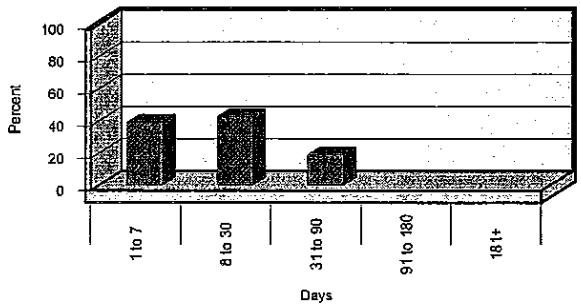
Net Asset Value per Share....$1.00 Net Assets (millions).....$8,684.02 Inception Date.....October 1977

Weighted Average Maturity....19 days 7 Day Yield.....2.88%

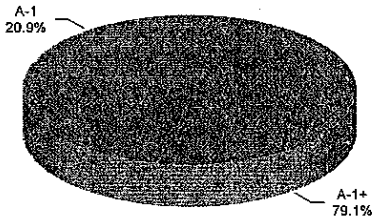
Net Assets and Weighted Average Maturity (WAM)



Portfolio Maturity Distribution as of March 27, 2008

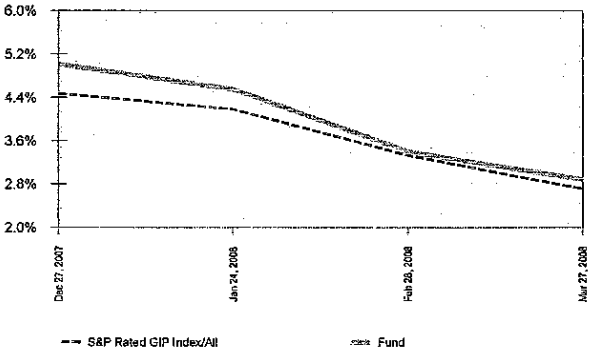


Portfolio Credit Quality as of March 27, 2008 *



*As assessed by Standard & Poor's

Portfolio 7 Day Yield Comparison *



*S&P Money Fund Indices are calculated weekly by iMoneyNet, Inc., and are comprised of funds rated or assessed by S&P to within the specific rating categories. The S&P Rated GIP Indices are calculated weekly by S&P and are comprised of 'AAAm' and 'AAm' government investment pools.

The yield quoted represents past performance. Past performance does not guarantee future results. Current yield may be lower or higher than the yield quoted. Performance data current to the most recent month-end may be available by calling the Fund at the phone number listed in the "About the Fund" section on page 1.

Fund portfolios are monitored weekly for developments that could cause changes in the ratings. Rating decisions are based on periodic meetings with senior fund executives and public information.

The Principal Stability Fund Rating for this fund issued by Standard & Poor's can be found in the 'About the Fund' section on page 1. The rating is current as of the date of this profile report. The fund's portfolio may have changed since this date and there is no guarantee that the fund will continue to have the same rating or perform in the future as rated. Not all money market funds have principal stability fund ratings and those that do may have paid for them. The fact that a fund has a rating is not an indication that it is more or less risky or volatile than a fund that does not. The fund or a third party participating in the marketing of fund shares paid Standard & Poor's for this rating. Standard & Poor's receives no payment for disseminating ratings, except for subscriptions to its publications.

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EXHIBIT D

COUNTY INVESTMENT LISTING AS OF MARCH 31, 2008

DETAIL SCHEDULE OF INVESTMENTS
31-Mar-08

CUSIP Number	Type/Name of Security	Market Value	Coupon Rate	Yield to Maturity	Maturity Date	Purchase Date	PURCH %	Purchase Price	Accrued Interest
	AGENCIES								
31339YPW6	FHLB AGENCY NOTE	5,001,550	3.160	3.16	7/21/2008	8/26/2003	97.05%	4,852,500	30,722
3133X63Q7	FHLB AGENCY NOTE	5,003,150	3.250	3.25	4/28/2008	4/28/2004	100.00%	5,000,000	69,063
3133X63X2	FHLB MULTI-STEP STRUCTURE	5,004,700	4.000	3.98	4/28/2014	4/28/2004	100.00%	5,000,000	85,000
3133X1VY0	FHLB AGENCY NOTE	5,051,550	4.000	2.31	11/14/2008	11/14/2003	100.00%	5,000,000	76,111
3133XNES4	FHLB AGENCY NOTE	2,080,750	4.750	4.31	12/12/2011	12/12/2007	100.00%	2,050,000	29,483
3133XEK32	FHLB MULTI-STEP STRUCTURE	5,185,950	4.850	2.24	8/17/2009	2/17/2006	100.00%	5,000,000	30,556
3133XNEM7	FHLB AGENCY NOTE	2,961,063	5.000	4.91	11/28/2012	11/28/2007	100.00%	2,950,000	50,396
3133XJQE1	FHLB DEB	5,062,500	5.450	5.09	2/15/2012	2/15/2007	100.00%	5,000,000	34,819
3133XFJM9	FHLB AGENCY NOTE	5,100,000	5.520	4.83	5/24/2011	5/24/2006	100.00%	5,000,000	97,367
3128X26T7	FHLMC MULTI-STEP STRUCTURE	5,005,850	3.500	4.46	4/22/2011	4/22/2004	100.00%	5,000,000	99,375
3128X2PQ2	FHLMC MULTI-STEP STRUCTURE	5,241,950	3.000	2.28	1/29/2010	1/29/2004	100.00%	5,000,000	43,056
3128X2YT6	FHLMC MULTI-STEP STRUCTURE	5,187,500	3.000	2.26	8/25/2009	2/25/2004	100.00%	5,000,000	25,000
31359MXL2	FNMA AGENCY NOTE	5,068,750	4.000	2.29	1/26/2009	1/26/2005	100.00%	5,000,000	36,111
3136F5JM4	FNMA MULTI-STEP STRUCTURE	5,107,800	3.500	1.77	3/23/2009	3/23/2004	100.00%	5,000,000	4,444
3136F4RB2	FNMA AGENCY NOTE	5,014,050	5.125	5.05	5/4/2012	11/4/2003	99.88%	4,993,750	104,635
31398ABC5	FNMA GLOBAL NT	5,095,300	5.300	4.78	5/7/2012	6/1/2007	99.45%	4,972,500	106,000
	Total Agencies	76,172,413							922,138
	CMOs								
31358FBS7	FNMA SERIES 1990-118 CLASS G	76,194	5.810	5.44	9/25/2020	7/25/1995	94.50%	3,536,190	363
31358GY43	FNMA SERIES 1991-56 CLASS M	38,176	6.750	6.27	6/25/2021	10/19/1993	102.13%	1,327,625	206
	Total CMOs	114,370							569
	MBS								
3128FHCT7	MBS FHLMC Gold 30-Yr	298,373	6.500	6.02	5/1/2026	7/25/2001	100.25%	3,431,198	1,536
31294JUL0	MBS FHLMC Gold 15-Yr	240,257	5.500	4.96	10/1/2013	11/17/1998	99.44%	2,983,125	1,074
31280JMK7	MBS FHLMC Gold 15-Yr	91,760	5.500	4.52	5/1/2009	11/17/1998	99.78%	3,744,319	416
31280RCN4	MBS FHLMC Gold 15-Yr	103,564	5.500	4.92	4/1/2013	11/17/1998	98.97%	3,117,516	463
3128GKER1	MBS FHLMC Gold 15-Yr	82,696	5.500	4.74	4/1/2011	6/21/2001	99.47%	1,943,753	371

CUSIP Number	Type/Name of Security	Market Value	Coupon Rate	Yield to Maturity	Maturity Date	Purchase Date	PURCH %	Purchase Price	Accrued Interest
31283KTB4	MBS FHLMC Gold 10-Yr	1,978,422	4.000	3.85	8/1/2013	8/28/2003	99.88%	4,993,750	6,549
3128M1TL3	MBS FHLMC Gold 15-Yr	4,173,941	5.500	5.26	10/1/2021	1/31/2007	99.81%	4,998,881	18,708
31282RXH2	MBS FHLMC Gold 7-Yr	70,232	5.500	5.45	4/1/2008	4/25/2001	99.63%	4,981,250	319
3128QJAY2	FHLM ARM Pool 1G0923	3,884,729	5.688	5.58	4/1/2036	2/22/2007	99.95%	4,716,120	36,230
3128QJG26	FHLM ARM Pool 1G117	12,647,590	5.038	5.07	9/1/2035	11/21/2007	99.25%	12,684,310	106,323
3128QJYB6	FLMC PARTN CTF ARM POOL	9,580,840	5.639	5.58	3/1/2037	4/24/2007	99.96%	9,994,848	89,328
3128QJ3C8	MBS FHLMC Gold 30-Yr	9,830,531	5.620	5.57	4/1/2037	5/27/2007	99.97%	9,996,875	90,864
3128NGF26	FLMC PARTN CTF ARM POOL	2,855,709	5.663	5.62	2/1/2037	4/24/2007	100.00%	2,963,300	26,790
3128NGF34	FLMC PARTN CTF ARM POOL	4,669,652	5.787	5.74	3/1/2037	6/21/2007	99.32%	4,851,780	44,117
3128QLRC7	FLMC PARTN CTF ARM POOL	3,438,946	5.394	5.36	1/1/2036	4/24/2007	99.50%	3,621,398	30,581
31349TWL1	MBS FHLMC ARM	4,138,291	5.036	4.89	10/1/2034	7/24/2006	96.85%	4,970,297	33,571
31349T6B2	FHLM ARM Pool	3,112,784	5.802	5.69	4/1/2036	8/23/2006	99.60%	4,267,703	29,570
31348SLE2	MBS FHLMC TSY ARM	32,766	4.329	6.53	12/1/2026	11/23/1999	100.00%	2,000,000	359
31348S5K6	MBS FHLMC TSY ARM	22,549	4.536	6.98	3/1/2028	11/23/1999	100.00%	4,022,788	264
31295KN83	MBS FHLMC TSY ARM	47,823	3.672	6.90	7/1/2029	11/24/1999	99.58%	1,848,950	554
31295KPW8	MBS FHLMC TSY ARM	111,408	4.283	7.07	9/1/2029	10/25/1999	99.44%	3,977,500	1,318
31295KZU1	MBS FHLMC TSY ARM	19,168	3.950	7.20	4/1/2030	5/24/2000	100.00%	3,000,000	231
3128JRQQ2	FLMHC CTF ARM	8,792,213	5.250	5.17	11/1/1936	12/29/2006	99.80%	9,893,409	75,300
31369BJJ5	MBS FNMA 1-YR TSY ARM	118,434	4.583	5.41	2/1/2023	2/23/1998	101.22%	1,063,544	540
31369YJ48	MBS FNMA 1-YR TSY ARM SF	23,094	3.045	6.54	6/1/2023	7/22/1993	101.94%	1,489,617	128
31371GS68	MBS FNMA 15-YR CONVENTIONAL	150,775	5.500	4.90	3/1/2013	11/17/1998	99.16%	2,209,905	673
31371HEQ7	MBS FNMA Conventional	27,512	5.500	5.08	12/1/2008	12/15/1998	100.00%	3,494,600	126
31371HFH6	MBS FNMA 15-YR CONVENTIONAL	20,364	5.500	5.12	1/1/2009	12/15/1998	100.00%	2,027,118	93
31371HJ82	MBS - FIXED RATE FNMA	12,578	6.000	5.28	4/1/2009	6/21/1999	99.06%	998,776	62
31371HJ90	MBS FNMA CONVENTIONAL	36,544	5.500	5.02	3/1/2009	3/19/1999	99.22%	2,976,563	167
31371HNF1	MBS FNMA CONVENTIONAL	20,043	6.000	5.18	4/1/2009	5/20/1999	99.66%	1,390,205	99
31371HPC6	MBS FNMA Conventional	92,482	5.500	4.95	5/1/2009	5/20/1999	98.88%	4,943,750	421
31371HSY5	MBS - FIXED RATE FNMA	41,153	6.000	5.20	6/1/2009	6/21/1999	99.06%	1,981,250	204
31371KAL5	MBS FNMA CONVENTIONAL	95,215	5.500	5.46	5/1/2008	6/21/2001	99.25%	4,920,977	433
31371LDN6	MBS FNMA 10-Yr MF	1,955,739	4.000	3.88	9/1/2013	8/18/2003	99.31%	4,965,625	6,481
31371LE62	MBS-FNMA 10YR CONV MULTIFAM	1,989,571	4.000	3.88	10/1/2013	9/18/2003	99.13%	4,956,250	6,594
31371LRK7	MBS FNMA 10-YR CONVENTIONAL	2,425,820	4.000	3.92	6/1/2014	5/18/2004	97.81%	4,898,159	8,049
31374TC31	MBS FNMA 15-YR CONVENTIONAL	233,685	6.000	5.29	9/1/2013	5/20/1999	99.86%	5,292,547	1,131

CUSIP Number	Type/Name of Security	Market Value	Coupon Rate	Yield to Maturity	Maturity Date	Purchase Date	PURCH %	Purchase Price	Accrued Interest
31380GUY3	MBS FNMA Conventional	55,416	5.500	5.19	12/1/2008	12/15/1998	100.00%	4,421,163	254
31380LKE7	MBS FNMA ARM SF	37,614	4.090	6.29	11/1/2027	12/23/1998	101.22%	3,542,656	199
31383K6X0	MBS FNMA 3X1 TSY ARM	77,716	3.919	6.89	7/1/2029	8/25/1999	98.91%	2,967,188	449
31383NZU8	MBS FNMA 1-YR TSY ARM SF	197,728	3.999	6.86	8/1/2029	7/30/1999	100.50%	3,578,571	1,136
31383UJD8	MBS FNMA 3X1 TSY ARM	34,869	4.260	6.97	8/1/2029	9/23/1999	99.72%	4,994,991	204
31384VQU9	MBS FNMA 3X1 TSY ARM	88,854	4.781	6.11	1/1/2030	5/23/2001	102.50%	5,864,148	456
31385HR46	MBS FNMA 15-YR CONVENTIONAL	623,415	5.500	5.02	9/1/2014	9/20/2001	99.69%	7,111,171	2,785
31387C3Z2	MBS FNMA 15-YR CONVENTIONAL	392,312	5.500	5.09	4/1/2016	9/20/2001	98.97%	4,156,688	1,752
31387DV63	MBS FNMA 3X1 TSY ARM	33,606	3.827	6.75	5/1/2031	5/23/2001	101.69%	5,160,885	190
31391BC39	FNMA ARM TBA Allocation	639,644	4.188	6.44	9/1/2032	9/25/2002	99.13%	4,956,250	3,448
31400L5H3	MBS-FNMA PASSTHRU CTF ARM	1,900,479	5.667	5.59	5/1/2037	8/23/2007	98.70%	1,904,695	8,878
31401DES6	MBS FNMA 15-YR CONVENTIONAL	2,961,974	4.000	4.21	5/1/2018	4/24/2003	99.56%	4,978,125	10,047
31401HTJ1	MBS FNMA 15-YR CONVENTIONAL	2,218,486	4.000	4.21	6/1/2018	5/19/2003	99.19%	4,959,375	7,525
31402KUQ5	MBS FNMA 3X1 TSY ARM SF	1,507,123	3.481	3.37	10/1/2033	9/30/2003	99.63%	3,985,000	4,252
31403N7D3	MBS-FNMA PASSTHRU CTF ARM	1,827,302	5.000	4.83	11/1/2018	4/20/2006	97.80%	2,545,012	7,507
31404AE91	MBS FNMA 1yr Libor ARM	1,490,959	3.073	3.12	11/1/2033	10/25/2004	99.13%	3,946,077	3,881
31404CMN7	MBS FNMA 1yr Libor ARM	3,100,267	3.618	3.51	6/1/2034	11/23/2004	99.50%	4,975,000	9,151
31405DVG9	MBS-FNMA PASSTHRU CTF ARM 786415	1,723,556	4.783	4.81	7/1/2034	10/24/2007	99.73%	2,031,014	6,909
31407FU24	MBS-FNMA PASSTHRU CTF ARM 829601	4,881,224	5.216	4.96	8/1/2035	10/24/2007	99.40%	4,832,768	20,427
31408EQ39	FNMA ARM Pool	4,362,570	5.665	5.49	1/1/2036	8/23/2006	99.62%	5,717,803	20,022
31408G7J0	FNMA Passthru CTF Arm Pool	2,678,682	5.348	5.30	2/1/2036	9/21/2006	99.63%	2,988,427	11,852
31409UTA3	FNMA Passthru CTF Arm Pool	8,560,479	5.198	5.11	3/1/2036	11/30/2006	99.75%	10,104,781	36,589
31410AEP7	FNMA Passthru CTF Arm Pool	10,374,100	5.434	5.32	6/1/2036	9/21/2006	99.94%	12,050,265	46,190
31411VQ44	FNMA Passthru CTF Arm Pool	5,010,025	5.463	5.44	5/1/2037	6/22/2007	99.55%	4,976,176	22,730
31413B3Q2	FNMA Passthru CTF Arm Pool	9,255,205	5.639	5.58	7/1/2037	8/15/2007	99.21%	9,641,866	43,151
36209EA69	MBS GNMA I 30-YR SF	150,172	6.750	6.20	2/15/2028	1/25/2000	94.64%	1,604,700	795
36211QY54	GNMA Passthru CTF Pool	1,518,646	5.000	4.84	4/15/2021	7/19/2006	96.04%	1,581,489	6,231
36201XQ50	GNMA Passthru CTF Pool	2,557,487	5.000	4.84	5/15/2021	7/19/2006	96.30%	3,400,220	10,494
36292LB37	GNMA Passthru CTF Pool	1,136,653	5.000	4.84	4/15/2021	7/19/2006	94.86%	1,470,344	4,664
36202KWW1	MBS GNMA II 1-YR TSY ARM	76,216	3.375	6.09	3/20/2021	5/31/1995	101.69%	2,440,500	395
36225CTZ9	MBS GNMA II 1-YR TSY ARM	537,581	2.750	5.68	1/20/2032	2/25/2002	99.84%	4,999,816	2,553
36202BCP8	MBS GNMA II 30-YR SF	25,083	8.500	7.38	3/20/2023	9/21/1993	105.94%	3,330,816	161
36202J6M5	GNMA II'S	35,823	4.125	5.13	11/20/2022	8/24/1995	101.00%	1,545,300	153

CUSIP Number	Type/Name of Security	Market Value	Coupon Rate	Yield to Maturity	Maturity Date	Purchase Date	PURCH %	Purchase Price	Accrued Interest
36202KME2	MBS GNMA II 1-YR TSY ARM	48,893	3.750	5.55	7/20/2024	6/22/1995	101.75%	2,504,628	227
36202KPD1	MBS GNMA II 1-YR TSY ARM	44,336	4.125	5.13	10/20/2024	6/22/1995	101.50%	2,052,360	190
36202K7D1	MBS GNMA II 1-YR TSY ARM	154,048	3.375	6.14	6/20/2022	6/22/1995	101.59%	4,063,750	801
36225CKE5	MBS GNMA II 1-YR TSY ARM	106,584	3.500	6.19	8/20/2031	8/23/2001	99.81%	3,560,837	554
36225CNP7	MBS GNMA II 1-YR TSY ARM	115,134	4.125	6.18	10/20/2024	6/22/1995	101.50%	2,052,360	598
36225CSM9	MBS GNMA II 1-YR TSY ARM	190,746	3.375	5.59	4/20/2030	5/24/2000	99.77%	3,990,625	890
36225CSZ0	MBS GNMA II 1-YR TSY ARM	290,972	3.500	5.59	7/20/2031	8/23/2001	99.81%	1,431,979	1,357
	Total Mtg Back Securties	148,489,235							920,084
912810EP9	U.S. TREASURY BOND	3,975,240	7.125	4.17	2/15/2023	9/10/1993	114.63%	3,438,750	27,012
912795E64	U.S. TREASURY BILL	98,407,500.00			5/29/2008	11/29/2007	98.41%	98,407,500.00	1,085,000
	STATE BOARD OF ADMINISTRATION:								
	FUND A	57,721,671							
	FUND B	8,513,813							
		66,235,483							
	CERTIFICATES OF DEPOSIT	21,617,445							271,149
	MONEY MARKET FUNDS	272,335,563							
	REPURCHASE AGREEMENT	6,323,419							
	TOTAL ALL INVESTMENTS	$ 693,670,667							$ 3,225,952

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 02-19-CEB, Request for Reduction of Penalty – Willie B. Madison, Heirs (former owners) and Home Savers Enterprise, Inc., (current owners)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Carolyn Jane Spencer **EXT:** 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from $91,909.36 to $3,281.43, which represents 10% of the Assessed Value of the property plus administrative costs of $716.43 for Case # 02-19-CEB on the property located at 2191 Granby Avenue, Sanford – Willie Madison, Heirs (former owner) and Home Savers Enterprise, Inc. (current owner), and require these costs to be paid within 60 days or the lien will revert to its original amount ($91,909.36) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(B) Approve a reduction to the Code Enforcement Board lien which totals $91,909.36, to an amount set by the Board of County Commissioners for Case # 02-19-CEB on the property located at 2191 Granby Avenue, Sanford - Willie Madison, Heirs (former owner) and Home Savers Enterprise, Inc. (current owner), and require this reduced amount to be paid within 60 days or the lien will revert to its original amount ($91,909.36) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals $91,909.36 for Case # 02-19-CEB on the property located at 2191 Granby Avenue, Sanford - Willie Madison, Heirs (former owner) and Home Savers Enterprise, Inc. (current owner), and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of $91,909.36 for Case # 02-19-CEB on the property located at 2191 Granby Avenue, Sanford - Willie Madison, Heirs (former owner) and Home Savers Enterprise, Inc. (current owner), and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 5 Brenda Carey Tina Williamson

BACKGROUND:

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on December 17, 2001, the Code Enforcement Officer observed the following violations located at 2191 Granby Avenue, Sanford: The accumulation of trash and debris and uncultivated vegetation in excess of 24” in height and located within 75’ from any structure in violation of Seminole County Code Section 95.4, as defined in Section 95.3(g) and (h).

The timeline on these violations is below:

DATE	ACTION	RESULT
December 17, 2001 January 7, 2002	Notices of Violation issued to Respondents.	Violations remain.
January 24, 2002	Statement of Violation and Request for Hearing.	Filed by Code Enforcement Officer.
February 7, 2002	Notice of Hearing mailed to Respondent.	Certified mail receipt dated February 13, 2008 returned to Clerk signed by Patrick (last name illegible).
February 28, 2002	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by Code Enforcement Board giving a compliance date of March 15, 2002 with a fine of $50.00 per day if violations are not corrected by March 15, 2002.
March 27, 2002	Affidavit of Compliance filed by the Code Enforcement Officer after reinspection on March 25, 2002.	Violations corrected.
May 23, 2002	Code Board Hearing – Order reducing fine issued by Code Enforcement Board.	Ordered entered by the Code Enforcement Board reducing $400.00 fine to $50.00.
May 31, 2002	Payment received.	$50.00 payment received, a Satisfaction of Fine filed and case closed
December 5, 2005	Affidavit of Repeat Violation filed by the Code Enforcement Officer after reinspection on December 2, 2005	Certified mail receipt dated December 9, 2005 returned to Clerk signed by Hubert Madison.
January 26, 2006	Code Board Hearing – Findings of Fact, Conclusions of Law and Order on a Repeat Violation Not in Compliance	Order entered by Code Enforcement Board finding Respondent in repeat violation and increasing the daily fine to $100.00 per day
February 3, 2006	Findings of Fact, Conclusions of Law and Order on a Repeat Violation Not in Compliance mailed to Respondent.	Certified mail receipt dated February 8, 2006 returned to Clerk signed by Hubert Madison.
June 14, 2006	Letter notifying the Respondent of a Code Enforcement Hearing to request the matter be forwarded to the County Attorney's office for possible foreclosure	Certified mail receipt dated 6/19/06 returned to Clerk signed by Hubert Madison.
June 22, 2006	Code Board Hearing – Case forwarded to County	

	Attorney's Office for possible foreclosure action.	
July 7, 2006	County Attorney's opinion.	County Attorney advised that there must be a lien in place to go forward with a foreclosure.
August 4, 2006	Letter notifying Respondent of date of hearing when Seminole County would be requesting a lien be placed on the subject property for outstanding code enforcement fines	Certified mail unclaimed.
August 24, 2006	Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien after Repeat Violation filed by Code Enforcement Board.	Ordered entered by the Code Enforcement Board imposing a lien in the amount of $23,750.00 against the property with the fine continuing to accrue at $100.00 per day.
August 31, 2006	Letter enclosing the CEB Order imposing lien mailed to Respondent	Certified mail receipt dated 9/6/06 returned to Clerk signed by Rena Madison.
February 5, 2007	Letter notifying the Respondent of a Code Enforcement Hearing to request the matter be forwarded to the County Attorney's office for possible foreclosure	Certified mail unclaimed.
February 22, 2007	Code Board Hearing – Case forwarded to County Attorney's Office for possible foreclosure action.	
March 16, 2007	County Attorney's opinion.	County Attorney advised that BCC approval would be necessary to proceed with a foreclosure action.
July 2, 2008	Change in ownership.	Ownership was transferred to Home Savers Enterprise, Inc. via Tax Deed.
July 9, 2008	Affidavit of Compliance filed by the Code Enforcement Officer after reinspection on July 9, 2008.	Violations corrected by new owner, Home Savers Enterprise, within seven days of acquiring property. The lien has accrued for 55 days (12/2/05-1/26/06) @ $50.00 and 894 days (1/27/06 – 7/8/08) @ $100.00 for a total of $92,150.00. This amount was reduced by $240.64, the excess funds from the tax deed sale. The amount of the current lien is $91,909.36.

July 14, 2008	Request for Reduction of Penalty	Request for Reduction of Penalty received from Latasha Proctor-Cooper, president of Home Savers Enterprise, Inc. 1

1Home Savers Enterprise, Inc. acquired this property through a Tax Deed Sale. Within seven days, the property was brought into compliance. Home Savers Enterprise, Inc. is requesting that the lien imposed on August 24, 2006 be waived or reduced to administrative costs. Ms. Proctor-Cooper, president of Home Savers Enterprises, Inc., states that she purchased this property with the hope that acquiring such a distressed property and then bringing it into compliance would help to improve the community.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.

2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.

3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.

4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is $25,647.00. The lien totals $91,909.36.

5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of $91,909.36.00 to $2,565.00 (10% of the assessed value of the property) plus the administrative costs of $716.43 for a total of $3,281.43 for the property located at 2191 Granby Avenue, Sanford, based on the following facts:

1) After acquiring ownership of the property via a Tax Deed Sale, Home Savers Enterprise brought the property into compliance within seven days thus improving the community.

2) Staff feels that to help eliminate the growing number of abandoned properties with accruing code enforcement liens, a reduction in these liens would encourage the transfer of ownership to someone who will correct the code violations and thus improve the community.

Staff further recommends that this amount, $3,281.43, be paid within 60 days or the lien will revert to its original amount ($91,909.36) and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. Statement of Violation
2. Notice of Hearing
3. Findings And Order
4. Affidavit Of Compliance
5. Order reducing fine
6. Check & receipt
7. Affidavit of Repeat Violation
8. Findings of Fact on Repeat Violation
9. Letter to Respondent
10. CAO opinion
11. Lien letter
12. Order imposing Lien
13. Letter to Respondent
14. CAO opinion
15. Tax Deed
16. Check (excess funds from tax deed sale)
17. Affidavit of Compliance after Repeat
18. Request For Reduction Of Penalty
19. Property Appraiser Data
20. Property Appraiser Data
21. Estimated costs - SCSO

22. Estimated costs - SCSO & Planning
23. Satisfaction of Lien

Additionally Reviewed By:

☐ County Attorney Review (Melissa Clarke)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

CEB NO. 02- 19-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Inspector hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: **Seminole County Code: Chapter 95 Section 95.4 as defined Section 95.3 (g) & (h).**

LOCATION/ADDRESS WHERE VIOLATION EXISTS: **32-19-31-300-032C-0000**
2191 Granby Street
Sanford, FL Seminole County

District #: **5**

NAME AND ADDRESS OF OWNER: **Willie B Madison, Heirs**
C/O Hubert Madison
850 W Volusia Avenue
Deland, FL 32720

DESCRIPTION OF VIOLATION: **1) Trash and debris on property and (2) Uncultivated vegetation which is 24 inches in height and located within 75' of the structure.**

DATE VIOLATION FIRST OBSERVED:	**December 17, 2001**
DATE 1st NOTICE OF VIOLATION:	**December 17, 2001**
DATE VIOLATION TO BE CORRECTED:	**January 5, 2002**
DATE OF REINSPECTION:	**January 7, 2002**
DATE OF 2ND NOTICE OF VIOLATION:	**January 7, 2002**
DATE VIOLATION TO BE CORRECTED:	**January 21, 2002**
DATE OF REINSPECTION:	**January 22, 2002**
INSPECTION RESULTS:	**Property remains the same.**

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

DATED THIS 24th DAY OF January, 2002

Dorothy K O

Dorothy Hird, Inspector

STATE OF FLORIDA)
COUNTY OF SEMINOLE)
The foregoing instrument was acknowledged before me this **24th** day of **January 2002,** by **Dorothy Hird,** who is personally known to me.

Marcia L Fuller

Notary Public in and for the County and State Aforementioned
My commission expires:

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

COMPLAINT NO. 02-

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

WILLIE B MADISON, HEIRS,

Respondents.

CASE NO. 02-19-CEB

NOTICE OF HEARING

To: WILLIE B MADISON, HEIRS
C/O HUBERT MADISON
850 W VOLUSIA AVENUE
DELAND FL 32720

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at 1:30 PM, or as soon thereafter as possible, at its regular meeting on Thursday, the 28th day of February, 2002, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property, specifically:

1) TRASH AND DEBRIS
2) UNCULTIIVATED VEGETATION IN EXCESS OF 24" I HEIGHT LOCATED WITHIN 75' OF A STRUCTURE.

FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT DOROTHY HIRD (407) 665-7436.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 7th day of February, 2002.

Marcia L. Fuller
Clerk to the Code Enforcement Board
Seminole County, Florida

Marcia L Fuller

noh. 02-19-CEB

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

WILLIE B MADISON, HEIRS,
C/O HUBERT MADISON
2191 GRANBY STREET
SANFORD FL 32771

Respondent.
_____/

CASE NO. 02-19-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04353 PG 0342
CLERK'S # 2002847196
RECORDED 03/15/2002 10:23:12 AM
RECORDING FEES 10.50
RECORDED BY L Woodley

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

The Respondent is in violation of Section 95.4 as defined in Section 95.3(g)(h), Seminole County Code based on the following findings:

(a) The Respondent is the owner of record of the property (Tax Parcel ID #32-19-31-300-032C-0000) located at 2191 Granby St, Sanford, located in Seminole County and legally described as follows:

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W ½ OF SW ¼ OF SW ¼ OF NE ¼ OF SE 1/4

(b) The Respondent is in possession/control of the property.

(c) On December 17, 2001, a Seminole County Code Inspector inspected the property and found the accumulation of trash and debris, and uncultivated vegetation in excess of 24" in height and located within 75' from a structure.

(d) On December 17, 2001, Respondent was provided notice of the violations and given until January 5, 2002 to correct the violations.

(e) On January 7, 2002, a Seminole County Code Inspector reinspected the property and found that the violations remained on the property.

(f) On January 7, 2002, Respondent was provided with a 2nd notice of the violations and given until January 21, 2002 to correct the violations.

(g) On January 22, 2002, a Seminole County Code Inspector reinspected the property and found that the violations remained on the property.

The Respondent shall correct the violations by **March 15, 2002**. In order to correct the violation, the Respondent shall take the following remedial action:

1) **REMOVE THE ACCUMULATION OF TRASH AND DEBRIS ON SUBJECT PROPERTY.**

2) **REMOVE THE UNCULTIVATED VEGETATION IN EXCESS OF TWENTY-FOUR INCHES (24") IN HEIGHT AND LOCATED WITHIN SEVENTY-FIVE FEET (75') FROM ANY STRUCTURE.**

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondent has complied with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the compliance. The order shall be recorded in the official land records of Seminole County.

If the Code Inspector files an affidavit with the Code Enforcement Board stating that the Respondent did not comply with this Order by the date set for compliance, then the Code Enforcement Board shall at a subsequent meeting issue an order confirming the non-compliance and ordering the Respondent to pay a fine of **$50.00** for each day the violation continues, or is repeated past the date set for compliance. Such order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent

The Respondent must contact the Code Inspector to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Inspector inspects the property and verifies compliance with this Order.

This Order shall be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 28th day of February, 2002, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

JEAN METTS, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 6th day of March, 2002, by Jean Metts, who is personally known to me.

Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

SEMINOLE COUNTY FLORIDA

FILE NUM 2002847196
OR BOOK 04353 PAGE 0343

Order.madison

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

WILLIE B MADISON, HEIRS, C/O HUBERT MADISON

Respondent.

_____/

Case No. **02-19-CEB**

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04374 PG 1576
CLERK'S # 2002859226
RECORDED 04/10/2002 09:26:49 AM
RECORDING FEES 6.00
RECORDED BY L Woodley

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird**, Code Inspector for **Planning Division**, who, after being duly sworn, deposes and says:

1. That on **February 28, 2002,** the Board held a public hearing and issued its Order in the above styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **March 15, 2002**.

3. That a re-inspection was performed and the Respondent was in compliance on **March 25, 2002.**

4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the **accumulation of trash and debris has been removed, and the uncultivated vegetation in excess of twenty-four (24) inches in height and located within seventy-five (75) feet from any structure has been removed.**

FURTHER AFFIANT SAYETH NOT.

DATED this 27th day of **MARCH, 2002.**

Dorothy Hird

Dorothy Hird, Inspector

: 02AS0-02-19

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this 27th day of **March 2002**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

SEMINOLE COUNTY FLORIDA

Marcia L Fuller

Notary Public in and for the County and State Aforementioned

My commission expires:

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

CMPLAFF.CEB

Marcia Fuller

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

WILLIE B MADISON, HEIRS, C/O HUBERT MADISON,

Respondent.

_____/

CASE NO 02-19-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04424 PG 0683
CLERK'S # 2002888036
RECORDED 06/04/2002 09:45:41 AM
RECORDING FEES 6.00
RECORDED BY L Woodley

ORDER REDUCING FINE

The Seminole County Code Enforcement Board hereby issues this Order Reducing Fine and finds as follows:

(a) The Respondents are the Owners and Tenant of record of the property (Tax Parcel ID #32-19-31-300-032C-0000) located at 2191 Granby St, Sanford, located in Seminole County and legally described as follows:

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W ½ OF SW ¼ OF SW ¼ OF NE ¼ OF SE 1/4

(b) That on February 28, 2002, the Board held a public hearing and issued its Order in the above-styled matter which stated that the Respondents had an accumulation of trash and debris, and uncultivated vegetation in excess of 24" in height and located within 75' of a structure.

(c) That pursuant to said Order, Respondents were to have taken certain corrective action on or before March 15, 2002.

(d) That on March 25, 2002 a re-inspection was performed and the Respondent was found to be in non-compliance with the Board's Order.

(e) That a fine totaling $400.00 had accrued.

THE BOARD UNANIMOUSLY VOTED THAT THE FINE IN THE AMOUNT OF $400.00 BE REDUCED TO $50.00 WITH THE STIPULATION THAT THE REDUCED FINE BE PAID TO SEMINOLE COUNTY ON OR BEFORE MAY 30, 2002. FAILURE TO PAY THE REDUCED FINE WILL RESULT IN THE FINE REVERTING TO ITS ORIGINAL AMOUNT OF $400.00 AND A LIEN BEING PLACED AGAINST THE PROPERTY.

This Order shall be recorded in the public records of Seminole County, Florida.

DONE AND ORDERED this 23rd day of May, 2002, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 31st day of May, 2002, by Tom Hagood, who is personally known to me.

CLERK TO CODE ENFORCEMENT BOARD SEMINOLE COUNTY FLORIDA

Marcia L. Fuller
Notary Public to and for the
County and State aforementioned.
My Commission Expires:

MARCIA L. FULLER
MY COMMISSION # DD 014731
EXPIRES: April 2, 2005
Bonded Thru Notary Public Underwriters

SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771-1468

Marcia Fuller

RECEIPT № 49085

SEMINOLE COUNTY, FLORIDA

Date 5/31 20 02

Received from CODE ENFORCEMENT

Address

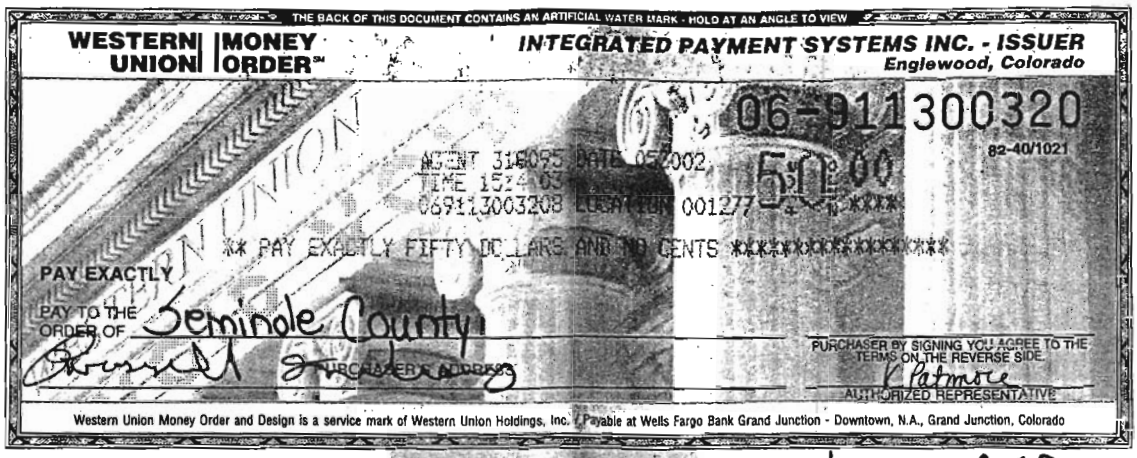
Description CE-190EB-

Account Number	Amount	Description
	50.00	FINE

Total Amount 50.00

Check No MOA 0691300320 Cash ____ By DOUDLEY

Board of County Commissioners


THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATER MARK - HOLD AT AN ANGLE TO VIEW

WESTERN UNION | MONEY ORDER™

INTEGRATED PAYMENT SYSTEMS INC. - ISSUER
Englewood, Colorado

06-911300320

82-40/1021

AGENT 316095 DATE 05/2002
TIME 15:24:03
06911300320 LOCATION 001277

$ 50.00 ****

** PAY EXACTLY FIFTY DOLLARS AND NO CENTS **********

PAY EXACTLY

PAY TO THE ORDER OF Seminole County

PURCHASER'S ADDRESS

PURCHASER BY SIGNING YOU AGREE TO THE TERMS ON THE REVERSE SIDE.

AUTHORIZED REPRESENTATIVE

Western Union Money Order and Design is a service mark of Western Union Holdings, Inc. Payable at Wells Fargo Bank Grand Junction - Downtown, N.A., Grand Junction, Colorado

⑈102100400⑈ 400691130032 08⑈ Case# 02-19-CEB

MARYANN MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06030 PG 1208
CLERK'S # 2005212126
RECORDED 12/08/2005 03:17:47 PM
RECORDING FEES 10.00
RECORDED BY J Eckenroth

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs. CASE NO.**02-19-CEB**

Willie B Madison Heirs
C/O Hubert Madison NPAR

Respondent.
_____/

AFFIDAVIT OF REPEAT VIOLATION

BEFORE ME, the undersigned authority, personally appeared **Pamela Taylor,** Code Enforcement Officer for **Seminole County Sheriff's Office** who, after being duly sworn, deposes and says:

1. That on **February 28, 2002** the Board held a public hearing found a violation of a County Code and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **March 15, 2002.**
3. That a re-inspection was performed on **March 25, 2002.**
4. That the re-inspection revealed that the corrective action ordered by the Board had been taken.
5. That an Affidavit of Compliance was filed on **March 27, 2002.**
6. That an additional re-inspection was performed on **December 2, 2005.**
7. That the violation found by the Board on **February 28, 2002** has been repeated in that there is an accumulation of trash & debris and uncultivated vegetation in excess of 24" in height, within 75' of a structure and in violation of the Code Enforcement Board's order.

Pamela Taylor
Pamela Taylor,
Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this **5th** day of **December 2005,** by **Pamela Taylor**, who is personally known to me and who did take an oath.

Stacie M. Bishop
Notary Public in and for the County and State Aforementioned

STACIE M. BISHOP
MY COMMISSION # DD 205975
EXPIRES: July 9, 2007
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By:
Date: 12-14-05

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

WILLIE B. MADISON HEIRS
C/O HUBERT MADISON NPAR
PARCEL I.D. # 32-19-31-300-032C-0000

Respondents.
_____/

CASE NO. 02-19-CEB

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06110 Pgs 0146 - 147; (2pgs)
CLERK'S # 2006019635
RECORDED 02/06/2006 03:59:39 PM
RECORDING FEES 18.50
RECORDED BY G Harford

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON A REPEAT VIOLATION NOT IN COMPLIANCE

Based on the testimony and evidence presented in case number 02-19-CEB, it is determined that the Respondents are:

(a) the owners of record of the property (Tax Parcel ID # 32-19-31-300-032C-0000) located at 2191 Granby Avenue, Sanford, located in Seminole County and legally described as follows:
LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W ½ OF SW ¼ OF SW ¼ OF NE ¼ OF SE ¼
(b) in possession or control of the property; and
(c) in violation of Seminole County Code, Chapter 95, Section 95.4 as defined in 95.3(g) and (h).

This case came on for public hearing before the Code Enforcement Board of Seminole County on February 28, 2002 after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law, and Order.

Said Order found Respondents in violation of Seminole County Code, Chapter 95, Section 95.4 as defined in 95.3(g) and (h).

An Affidavit of Repeat Violation was filed by the Code Officer indicating non-compliance on December 2, 2005.

Based on the testimony and evidence presented, the Respondents are in repeat violation of the Seminole County Code, as stated in the original Findings of Fact, Conclusions of Law and Order dated February 28, 2002.

Therefore, the Board finds that the Respondents are in repeat violation and orders that the fine of **$2,750.00**, for 55 days of non-compliance, from December 2, 2005 through and including January 26, 2006, at $50.00 per day be imposed.

It is further ordered that if the violations continue past January 26, 2006, the fine shall be increased to **$100.00** per day for each day the violations continue past or are repeated after January 26, 2006.

Respondents are further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 26th day of January 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD, CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 26th day of January, 2006, by Tom Hagood, who is personally known to me.

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned
My Commission Expires

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: Connie R. DeVasto
Date: 2-3-06

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COPY

June 14, 2006

WILLE B MADISON HEIRS
C/O HUBERT MADISON NPAR
850 W VOLUSIA AVENUE
DELAND FL 32720

CASE NO - 02-19-CEB
PARCEL I.D. NO – 32-19-31-300-032C-0000

Dear Mr. Madison:

Please be advised that your case will be presented to the Code Enforcement Board on **Thursday, June 22, 2006 at 1:30 p.m.**, or as soon thereafter as possible, to request that this matter be forwarded to the County Attorney's office for possible foreclosure proceedings.

If you have any questions, please feel free to give me a call at 407-665-7403.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R DeVasto

Connie R. DeVasto
Clerk to the Code Enforcement Board

Enclosure

cc: CEO Pamela Taylor

Sanford, FL 32771
Phone - 407-665-7403
Fax - 407-665-7385

From: Laucella, Kimberly
Sent: Friday, July 07, 2006 3:56 PM
To: DeVasto, Connie
Cc: Boswell, April
Subject: Possible Foreclosure - Wille B. Madison Heirs (2191 Granby Avenue)

April and Connie,

I am working on your request that we review the above file for possible foreclosure on real or personal property. In my review, I have not seen paperwork indicating that a lien has been imposed. Has this been accomplished yet?

The most recent documents I have in the file are (1) the Findings of Fact, C. of Law & Order on a Repeat Violation which was issued on Jan 26th of this year and (2) Our June 14th letter from Connie to Mr. Madison indicating that there would be a June 22nd hearing where CEB would request that the matter be forwarded to CAO for foreclosure. Please let me know if I'm simply missing the documentation showing the lien attachment, or if same did not occur. If no lien has been attached and recorded, we cannot foreclose on anything at this time.

Thanks so much,

Kim Laucella
Assistant County Attorney
Seminole County Government
1101 E. First Ave.
Sanford, FL 32771
ph. (407) 665-7254
fax (407) 665-7257
klaucella@seminolecountyfl.gov
www.seminolecountyfl.gov
<< File: Laucella, Kimberly.vcf >>

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

August 4, 2006

COPY

WILLE B. MADISON HEIRS
C/O HUBERT MADISON NPAR
850 W VOLUSIA AVENUE
DELAND, FLORIDA 32720

CASE NO – 02-19-CEB
PARCEL I.D. NO – 32-19-31-300-032C-0000

Please be advised that on January 26, 2006, the Code Enforcement Board of Seminole County issued its Findings of Fact, Conclusions of Law and Order On a Repeat Violation Not In Compliance in the above-referenced case imposing a fine in the amount of $2,750.00 against your property. The Board further ordered that your daily fine be increased to $100.00 per day effective January 27, 2006.

The fine has run for **56 days**, up to and including January 26, 2006, at **$50.00** per day, which totals **$2,800.00**, and **210 days** from January 27, 2006, through and including August 24, 2006, at **$100.00 per day**, which totals **$21,000.00**, and will continue to accrue at **$100.00 per day** until compliance is obtained.

This item will be heard by the Code Enforcement Board at its regularly scheduled meeting on **THURSDAY, AUGUST 24, 2006, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 E First Street, Sanford, Florida.

Seminole County will be requesting the Board issue an order imposing a **lien in the amount of $23,800.00** against this property, to be recorded in the Public Records of Seminole County, with the **fine** continuing to accrue at **$100.00 per day** until compliance has been met.

ANY PERSONS WISHING TO ADDRESS THE BOARD IN THIS MATTER
MUST CHECK IN WITH THE CLERK BY 1:25 PM.

If you have any questions, please give me a call at 407-665-7403.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R DeVasto

Connie R. DeVasto
Clerk to the Code Enforcement Board

cc: CEO Pamela Taylor

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida,

Petitioner,

vs.

WILLIE B. MADISON HEIRS
C/O HUBERT MADISON NPAR
PARCEL I.D. # 32-19-31-300-032C-0000

Respondents

_____/

CASE NO. 02-19-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL.
BY: Connie R Deltato
DATE: 9-5-06

RETURN TO SANDY MORSE

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2006146235 BK 06409 Pgs 1350 - 1351; (2pgs) RECD 09/14/2006 02:31:25 PM
REC FEES 18.50, RECD BY G Harford

ORDER FINDING NON-COMPLIANCE AND IMPOSING LIEN/FINE AFTER REPEAT VIOLATION

The Respondents are the owners of record of the property (Tax Parcel ID # 32-19-31-300-032C-0000) located at 2191 Granby Avenue, Sanford, located in Seminole County and legally described as follows:

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT
OF W ½ OF SW ¼ OF SW ¼ OF NE ¼ OF SE ¼

This case came on for public hearing before the Code Enforcement Board of Seminole County for repeat violation on January 26, 2006 after due notice to the Respondents. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order on a Repeat Violation Not in Compliance.

Said Order found Respondents in repeat violation of the Seminole County Code, Chapter 95, as defined in Section 95.3(g) and (h).

Said Order stated that a fine in the amount of $2,750.00 would be imposed for 55 days of non-compliance from December 2, 2005, through and including January 26, 2006, at $50.00 per day. The Order further stated that the fine shall be increased to $100.00 per day if the violations are not corrected by or are repeated after January 26, 2006.

Based on the testimony and evidence presented, the Respondents are in repeat violation of the Seminole County Code, as stated in the original Findings of Fact, Conclusions of Law and Order dated February 28, 2002 and the Findings of Fact, Conclusions of Law and Order on a Repeat Violation Not In Compliance dated January 26, 2006.

Accordingly, it having been brought to the Board's attention that the Respondents have not complied with the Findings of Fact, Conclusions of Law and Order on a Repeat Violation Not In Compliance dated January 26, 2006.

Therefore, the Board orders that a **lien** in the amount of $2,750.00, for 55 days of non-compliance from December 2, 2005, through and including January 26, 2006, at $50.00 per day, and $21,000.00, for 210 days of non-compliance at $100.00 per day, from January 27, 2006 through and including August 24, 2006, **for a total accrued lien to-date of $23,750.00,** be imposed against the property, and the fine shall continue to accrue at **$100.00 per day** for each day the violations are repeated past August 24, 2006.

This Order shall be recorded in the public records of Seminole County, Florida, and shall constitute a **lien** against the land on which the violations exist and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 24th day of August 2006, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

TOM HAGOOD
CHAIR

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of August 2006, by Tom Hagood, who is personally known to me.

Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
Commission Expires:

CONNIE R. DEVASTO
MY COMMISSION # DD 310913
EXPIRES: August 17, 2008
Bonded Thru Notary Public Underwriters

PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COPY

February 5, 2007

WILLIE B MADISON HEIRS
C/O HUBERT MADISON NPAR
850 W VOLUSIA AVENUE
DELAND FL 32720

CASE NO - 02-19-CEB
PARCEL I.D. NO – 32-19-31-300-032C-0000

Dear Mr. Madison:

Please be advised that your case will be taken to the Code Enforcement Board on **Thursday, February 22, 2007 at 1:30 p.m.,** or as soon thereafter as possible in the BCC Chambers located at 1101 E. First Street, Sanford.

At this time, Staff will be requesting that the Board forward your case to the County Attorney's Office for possible foreclosure on your property.

If you have any questions, please feel free to give me a call at 407-665-7403.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R. DeVasto
Clerk to the Code Enforcement Board

cc: CEO Pamela Taylor

SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

COPY

COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: April Boswell, Planning Manager
Dori DeBord, Director of Planning and Development

Through: Robert A. McMillan, County Attorney

From: Kathleen Furey-Tran, Assistant County Attorney
Ext. 7254

Date: March 16, 2007

Subject: Case No. 02-19-CEB, Willie B. Madison Heirs c/o Hubert Madison NPAR

It appears from the County Property Appraiser's website that the property in question is not subject to homestead exemption. A violation for trash and uncultivated vegetation was issued in 2002. The property was brought into compliance. The fine was reduced to $50 which was paid. A satisfaction of fine was issued on June 27, 2002. Three years later the code enforcement officer determined there was a repeat violation. The owner was given notice of hearings.

(Initial) Findings of Fact, Conclusions of Law and Order: Issued 2/28/2002, Recorded 3/15/2002.
Affidavit of Non-Compliance: dated 3/19/2002, recorded 3/28/2002.
Original Date of Compliance: dated 3/27/2002, recorded 4/10/2002
Code Enforcement Board Order Reducing Fine: date 5/23/2002, recorded 6/4/2002.
Satisfaction of Fine: date 6/27/2002, recorded 7/1/2002.

Affidavit of Repeat Violation: dated 12/5/2005, recorded 12/8/2005.
Findings of Fact, Conclusions of Law and Order: Recorded 2/6/2006.
Order Finding Non-Compliance and Imposing Lien/Fine After Repeat Violation: ordered 8/24/2006, Recorded 9/14/2006.

Lien Amount as of 8/24/2006: $23,750, continuing at $100 per day.

The requisite three months has passed since the Order Imposing Lien has been recorded pursuant to 162.09(3), Florida Statutes. BCC approval to proceed with a foreclosure action is required.

It has been alleged that this is a crack house. In that instance the property may be subject to seizure and forfeiture by the federal government pursuant to 21 USCA §881

(a)(7) and may be seized by the U.S. Attorney General pursuant to 18 USCA §981(b). The State authorities may also have forfeiture rights to the property under Florida Statutes Chapter 932.

If you have any questions, please feel free to contact me.

KFT/

Tax Deed File No. 1022-2001
Property Identification No. 32-19-31-300-032C-0000

DR-506
R. 01/95

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07025 Pg 0259; (1pg)
CLERK'S # 2008077988
RECORDED 07/07/2008 02:34:03 PM
DEED DOC TAX 65.10
RECORDING FEES 10.00
RECORDED BY G Harford

Tax Deed

JUL 31 2008

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

FOR OFFICIAL USE ONLY

State of Florida

County of Seminole

The following Tax Sale Certificate Numbered 1022 issued on May 30, 2001 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on July 2, 2008, offered for sale as required by law for cash to the highest bidder and was sold to Home Savers Enterprise, Inc., C/O Latasha Proctor-Cooper

whose address is 2451 Monte Cristo Way, Sanford, FL 32771, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 2nd day of July, 2008, in the County of Seminole, State of Florida, in consideration of the sum of ($ 9,250.00) Nine Thousand Two Hundred Fifty Dollars---------- Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows: LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 OF SE 1/4

Witness:
Geraldine Hafford
Judith Eckenroth

Clerk of Circuit Court, Chief Deputy Clerk
Bruce McMenemy.
Seminole County, Florida.
(Seal)

State of Florida

County of Seminole

On this 7th day of July 2008, before me Haydee Ortiz personally appeared Bruce McMenemy, Chief Deputy Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid.

Haydee Ortiz
Deputy Clerk

Prepared by: Maryanne Morse, Clerk of the Circuit Court
Post Office Box 8099
Sanford, Florida 32772-8099

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099 • Sanford, Florida 32772-8099

TDA-CTF #1022-2001
OVERBID TO BCC CODE ENFORCEMENT LIEN

FOR MORE INFORMATION, PLEASE CALL DOMESTIC RELATIONS (SUPPORT & ALIMONY) (407) 665-4580 CLERK'S FINANCE (407) 665-4495

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099 • Sanford, Florida 32772-8099

Check No. - 368214
Check Date - 07/10/08

368214

Stub 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS AMOUNT	DEDUCTIONS	AMOUNT
	07/10/08		240.64		240.64
			240.64		240.64

Mailed 7-11-08
Case #02-19-CEB
Parcel ID# 32-19-31-300-03C-0000
Prop Owner - Willie B Madison

THE FACE OF THIS CHECK HAS A GREEN BACKGROUND PATTERN ON WHITE PAPER

Clerk of the Circuit Court
SEMINOLE COUNTY
P.O. Box 8099
Sanford, Florida 32772-8099

WACHOVIA BANK, N.A.

368214

CHECK NO. 00368214

63688

DATE	AMOUNT
07/10/08	$*******240.64

PAY TWO HUNDRED FORTY AND 64/100**********

VOID AFTER 90 DAYS

CLERK OF THE CIRCUIT COURT

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
CODE ENFORCEMENT
1101 E FIRST STREET
SANFORD FL 32773

AUTHORIZED SIGNATURE

⑈368214⑈ ⑆063107513⑆ 2000006536725⑈

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political subdivision of the State of Florida

Petitioner,

vs.

Willie B Madison Heirs

Respondent.
_____/

Case No. **02-19-CEB**

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: Jane Spencer
DATE: 7/30/08

AFFIDAVIT OF COMPLIANCE
(After Repeat Violation)

BEFORE ME, the undersigned authority, personally appeared Pamela Taylor, Code Enforcement Officer for the **Seminole County Sheriff's Office**, who, after being duly sworn, deposes and says:

1. That on **February 28, 2002 the** Board held a public hearing and issued its Order in the above-styled matter.

2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **March 15, 2002.**

3. That a re-inspection was performed and the Respondent was in compliance on **March 25, 2002.**

4. That subsequent to the foregoing finding of compliance, a further REINSPECTION of the subject property was made on **December 2, 2005.** The Respondent was at that time no longer in compliance with the Order of **February 28, 2002** by having repeated the original violation.

5. That the most recent reinspection on **July 9, 2008** revealed that additional corrective action had eliminated the repeat violation and that the subject property was once again found to be in compliance as of **July 9, 2008.**

FURTHER AFFIANT SAYETH NOT. DATED this **9th day** of **July 2008.**

Pamela Taylor
Pamela Taylor, Code Enforcement Officer

STATE OF **FLORIDA**)
COUNTY OF **SEMINOLE**)

The foregoing instrument was acknowledged before me this **9th day** of **July 2008**, by **Pamela Taylor**, who is personally known to me and who did take an oath.

Jane Spencer
Notary Public in and for the County and State Aforementioned.

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

RETURN TO SANDY McCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 07040 Pg 1075; (1pg)
FILE NUM 2008088050
RECORDED 07/31/2008 09:14:24 AM
RECORDING FEES 10.00
RECORDED BY G Harford

SEMINOLE COUNTY
CODE ENFORCEMENT BOARD
CASE NO. __#02-19-CEB__

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (*i.e.*, a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Home Savers Enterprise, Inc. c/o Latasha Proctor-Cooper, President_____

Property Address: 2191 Granby St. Sanford, FL 32771_____

Phone number(s) where you can be reached during the day: (407) 468-0573_____

Is the property now in compliance? **YES** ___X____ **NO** _____
(If No, explain in detail)_____

_____

Are you claiming a financial hardship? **YES** ____X___ **NO** _____

Are you claiming a medical hardship? **YES** _____ **NO** ___X____

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Latasha Proctor-Cooper_____

Relationship: Pres._____

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Home Savers Enterprise, Inc., do hereby submit this REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of penalty imposed and in support offer the following statement:

On Wednesday, July 2, 2008 I purchased Tax Deed #1022 at the Seminole County Tax Collector's auction for foreclosure on 2191 Granby Street, Sanford, FL 32771 in the amount of $9,250.00, representing taxes unpaid since tax year 2000.

In performing a search of title information on this property, I found that certain code violations existed with regard to the accumulation of trash, growth & debris surrounding the property.

While I realize that certain liens, such as municipal & other government liens are assumed with a typical transfer of ownership, I also realize that there is currently no administrative policy that specifically addresses the growing number of foreclosures or specifically, properties acquired through tax auction. And in the case of tax deeds, if one county agency (i.e. Code Enforcement liens) is theoretically working against the other (i.e. liquidation by Tax Deed auction) and the new owner is penalized because of this, then the problem only escalates to a point of confusion & frustration, which ultimately puts everyone back at "square one."

I purchased this property with the hope that the greater good of what acquiring such distressed properties represent to all of our communities as a whole. The greater good in purchasing the deed to this particular property is very significant, as any local Seminole County Sheriff's Deputy can tell you. This home is not only a known haven to drug addicts, vagrants & prostitutes—but the particular concern, is that the previous *heirs*/owners have not maintained this property in quite some time and it has been vacant for a number of years.

The continued reoccurrence of code violations on this property add to the many problems associated with this property. Not only has the obvious threat of foreclosure due to code liens been an ineffective motivator to the previous owners, but the imminent auction of the property due to unpaid taxes seemed even less of a concern.

I have personal interest in this community and its viable improvement, not only as an owner of several other markedly-improved properties, but also because my parents have lived in the Midway community since the 1980's and a property such as this one, within such close proximity to them, given the dangerous conditions that this property continues to pose without immediate intervention, concerns me greatly.

With a lien amount of $92,050 as of July 7, 2008 and a Seminole County Property Appraiser's Just/Market Value of $25,647 as of 2008, there seems to be no logical scenario that would allow that amount of a lien to be collected in any reasonable manner.

As this property is now in compliance and I would like to quickly move forward with beginning the process that will again make this home a member of the Midway community, I respectfully ask for a waiver or a reduction of code liens to an amount that represents no more than what an affidavit of Code Enforcement Board costs reflect, given administrative, postage & other hard costs incurred.

Date: 7/14/08 Signed: Latasha Cooper

Print Name: Latasha Proctor-Cooper

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and take acknowledgments, Latasha Proctor-Cooper, who after first being duly sworn, acknowledged before me that the information contained herein is true and correct. He/she is not personally known to me and has produced P623-534-73-761-1 DL FL as identification and did take an oath.

Date: 7/14/08

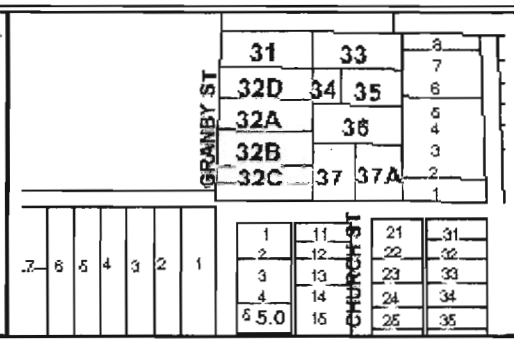
Notary Public
My commission expires: 3-19-2012

Notary Public State of Florida
Jane Spencer
My Commission DD746252
Expires 03/19/2012

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

PARCEL DETAIL

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
SEMINOLE COUNTY FL
1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506





GENERAL

Parcel Id: 32-19-31-300-032C-0000
Owner: MADISON WILLIE B HEIRS
Own/Addr: C/O HUBERT MADISON
Mailing Address: 850 W VOLUSIA AVE
City,State,ZipCode: DELAND FL 32720
Property Address: 2191 GRANBY AVE SANFORD 32771
Subdivision Name:
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

2008 WORKING VALUE SUMMARY

Amendment 1 impact not reflected.

Value Method:	Market
Number of Buildings:	1
Depreciated Bldg Value:	$9,297
Depreciated EXFT Value:	$0
Land Value (Market):	$16,350
Land Value Ag:	$0
Just/Market Value:	$25,647
Assessed Value (SOH):	$25,647
Exempt Value:	$0
Taxable Value:	$25,647

Tax Estimator

Portability Calculator

SALES

Deed Date Book Page Amount Vac/Imp Qualified

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

2007 Tax Bill Amount:	$346
2007 Taxable Value:	$23,452

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	50	165	.000	300.00	$16,350

LEGAL DESCRIPTION

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 OF SE 1/4

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1967	3	836	848	836	CONC BLOCK	$9,297	$11,768
Appendage / Sqft			OPEN PORCH FINISHED / 12							

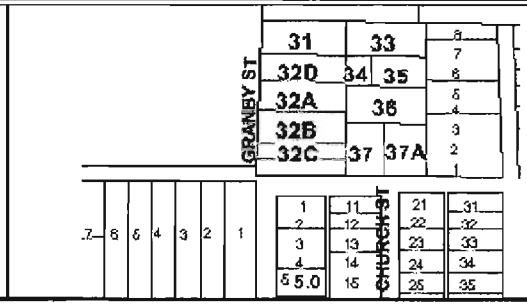
NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

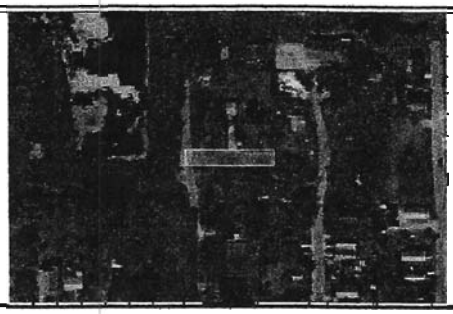
Permits

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

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: 32-19-31-300-032C-0000
Owner: HOME SAVERS ENTERPRISE INC
Own/Addr: C/O LATASHA PROCTOR-COOPER
Mailing Address: 2451 MONTE CRISTO WAY
City,State,ZipCode: SANFORD FL 32771
Property Address: 2191 GRANBY AVE SANFORD 32771
Subdivision Name:
Tax District: 01-COUNTY-TX DIST 1
Exemptions:
Dor: 01-SINGLE FAMILY

VALUE SUMMARY

VALUES	2008 Working	2007 Certified
Value Method	Market	Market
Number of Buildings	1	1
Depreciated Bldg Value	$9,297	$11,189
Depreciated EXFT Value	$0	$0
Land Value (Market)	$16,350	$12,263
Land Value Ag	$0	$0
Just/Market Value	$25,647	$23,452
Portablity Adj	$0	$0
Save Our Homes Adj	$0	$0
Assessed Value (SOH)	$25,647	$23,452

Tax Estimator

Portability Calculator

2008 Taxes and Taxable Value Estimate

Taxing Authority	Assessment Value	Exempt Values	Taxable Value	Millage	Taxes
County General Fund	$25,647	$0	$25,647	4.3578	$111.76
Schools	$25,647	$0	$25,647	7.4130	$190.12
Fire	$25,647	$0	$25,647	2.3299	$59.75
Road District	$25,647	$0	$25,647	.1068	$2.74
SJWM(Saint Johns Water Management)	$25,647	$0	$25,647	.4158	$10.66
County Bonds	$25,647	$0	$25,647	.1451	$3.72
Total				14.7684	$378.75

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

SALES

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
TAX DEED	07/2008	07025	0259	$9,300	Improved	No

Find Comparable Sales within this Subdivision

2007 VALUE SUMMARY

2007 Tax Bill Amount: $346
2007 Taxable Value: $23,452
DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

LAND

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
FRONT FOOT & DEPTH	50	165	.000	300.00	$16,350

LEGAL DESCRIPTION

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 OF SE 1/4

BUILDING INFORMATION

	Bld Num	Bld Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bld Value	Est. Cost New
Building Sketch	1	SINGLE FAMILY	1967	3	836	848	836	CONC BLOCK	$9,297	$11,768
Appendage / Sqft			OPEN PORCH FINISHED / 12							

NOTE: *Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished,Base Semi Finshed*

Permits

NOTE: *Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.*
**** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.*

SEMINOLE COUNTY SHERIFF'S OFFICE

Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs

Case # 02-19-CEB

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Code Enforcement Officer:

DATE	PERSONNEL ACTIVITY	HOURS
12/02/05	Inspection	.30
12/06/05	Inspections and photos	.30
01/19/06	Inspection and photos	.30
01/26/06	CEB Hearing	1.0
06/22/06	Inspection	.30
08/24/06	CEB Hearing	1.0
01/03/07	Inspection, photos taken	.30
	TOTAL HOURS	4.30
		x $33.29
	TOTAL PERSONNEL COSTS	**$ 143.14**

DATE	TANGIBLE GOODS OR SERVICES	COST
1.		
2.		
3.		
4		
	TOTAL TANGIBLE AND/OR SERVICE COSTS	**$ 00**

The Seminole County Sheriff's Office has incurred actual costs in the amount of **$ 252.99** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of $33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Code Enforcement Officer: Pamela Taylor Date 7/9/08

Attested to this 9th day of July, 2008, by Pamela Taylor
Code Enforcement Officer

P://Forms/Restitution/affidavit for costs/

Revised 5-2-2001

SEMINOLE COUNTY SHERIFF'S OFFICE

Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs

Case # 02-19-CEB

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Code Enforcement Officer:

DATE	PERSONNEL ACTIVITY	HOURS
02/22/07	CEB Hearing	1.0
06/08/08	Phone call	.30
06/16/08	Phone call	.30
07/07/08	Inspection	.30
07/08/08	Inspection	.30
07/09/08	Inspection, photos	.30
	TOTAL HOURS	3.30
		x $33.29
	TOTAL PERSONNEL COSTS	**$ 109.85**

DATE	TANGIBLE GOODS OR SERVICES	COST
1.		
2.		
3.		
4		
	TOTAL TANGIBLE AND/OR SERVICE COSTS	**$ 00**

The Seminole County Sheriff's Office has incurred actual costs in the amount of **$ 252.99** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of $33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Code Enforcement Officer: Pamela Taylor Date 7/9/08

Attested to this 9th day of July, 2008, by Pamela Taylor
Code Enforcement Officer

Estimate of Costs
CEB Case # 02-19-CEB
WILLIE B. MADISON, HEIRS / HOME SAVERS

Postage				
Regular	6	$ .39	$ 1.96	
Certified	6	$ 4.64	$23.20	
				$30.18
Processing Time for Code Enforcement and BCC Action				
Code Board Secretary	2 hours	$ 13.13	$26.26	
Code Board Attorney	1 hour	$100.00		
Planning Manager's Review	1 hour	$ 40.00		
Planning and Development Director's Review	1 hour	$ 50.00		
Deputy County Manager's Review	1 hour	$ 60.00		
County Attorney's Review	1 hour	$100.00		
				$376.26
Other associated costs not captured: Fleet expense, Phone expense, Utilities, Computer Support				
Costs for Recording Documents -				
# of first page docs - 4 # of additional page docs - 2				**$57.00**
($10.00 first page, $8.50 each additional page)				
ESTIMATED COST FOR PROCESSING CASE # 02-19-CEB By the Planning Division				**$463.44**
ESTIMATED COST FOR PROCESSING CASE # 02-19-CEB By the Seminole County Sheriff's Office				**$252.99**
TOTAL COST FOR PROCESSING CASE # 02-19-CEB				**$716.43**

SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL

THIS instrument disclaims and releases the lien imposed by the Order Finding Non-Compliance and Imposing Fine/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 02-19-CEB filed against WILLIE D. MADISON, HEIRS, and filed by and on behalf of Seminole County, on August 24, 2006, and recorded in Official Records Book 06409, Pages 1350 - 1351, of the Public Records of Seminole County, Florida, against the following described real property:

LEG SEC 32 TWP 19S RGE 31E S 50 FT OF N 295 FT
OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 OF SE 1/4

The undersigned is authorized to and does hereby disclaim and release the lien as to the whole of the above-described real property, and consents that the same be discharged of record.

DATED this _____ day of _____, 2008.

ATTEST:

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

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

_____
County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

Date: _____

As authorized for execution by the
Board of County Commissioners at their
September 9, 2008 regular meeting.

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Land Acquisition for the Five Points Expansion Project

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Frank Raymond **CONTACT:** Stan Hunsinger **EXT:** 5253

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute the Contract for the Sale and Purchase of Land for Parcels # 03-20-31-5AY-0000-31A0, 03-20-31-300-0100-0000 and 03-20-31-300-0110-0000 in the amount of $3,500,000, for a total of approximately 28 +/- acres, with Khalil and Franziska Schmidt, Ziegelgasse 21, 85354 Freising, Germany.

County-wide Meloney Lung

BACKGROUND:

The County has had several planning/master planning efforts conducted on the Five Points Government Campus concepts. All the plans have the common element of moving the Fleet and Public Works equipment and material storage facilities out of the 5 Points Campus, which would free-up approximately 16.7 acres of space at the Five Points Complex.

Staff has located 28 acres of contiguous property located in unincorporated Seminole County, with frontage to East Lake Mary Blvd, near Sanford International Airport. This property should yield approximately 21 buildable acres after water retention and treatment are addressed. Staff is currently having the total 28 acres analyzed to ascertain what the site will be able to accommodate in regards to Fleet, Public Works (Five Points) and Reflections lease space.

Staff has negotiated a purchase price of $3,500,000 with the property owner's representative, from an asking price of $4,000,000.

Diversified Property Specialists, Inc., on July 7, 2008, appraised the 28-acre property at $3,700,000. A Phase I, Environmental Site Assessment has been completed by Advantage Consulting, LLC on October 22, 2005, and their findings are that the assessment has not revealed evidence of recognized environmental conditions in connection with the subject site.

STAFF RECOMMENDATION:
Staff is recommending that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcels # 03-20-31-5AY-0000-31A0, 03-20-31-300-0100-0000 and 03-20-31-300-0110-0000 in the amount of $3,500,000, for a total of approximately 28 +/- acres with Khalil and Franziska Schmidt, Ziegelgasse 21, 85354 Freising, Germany.

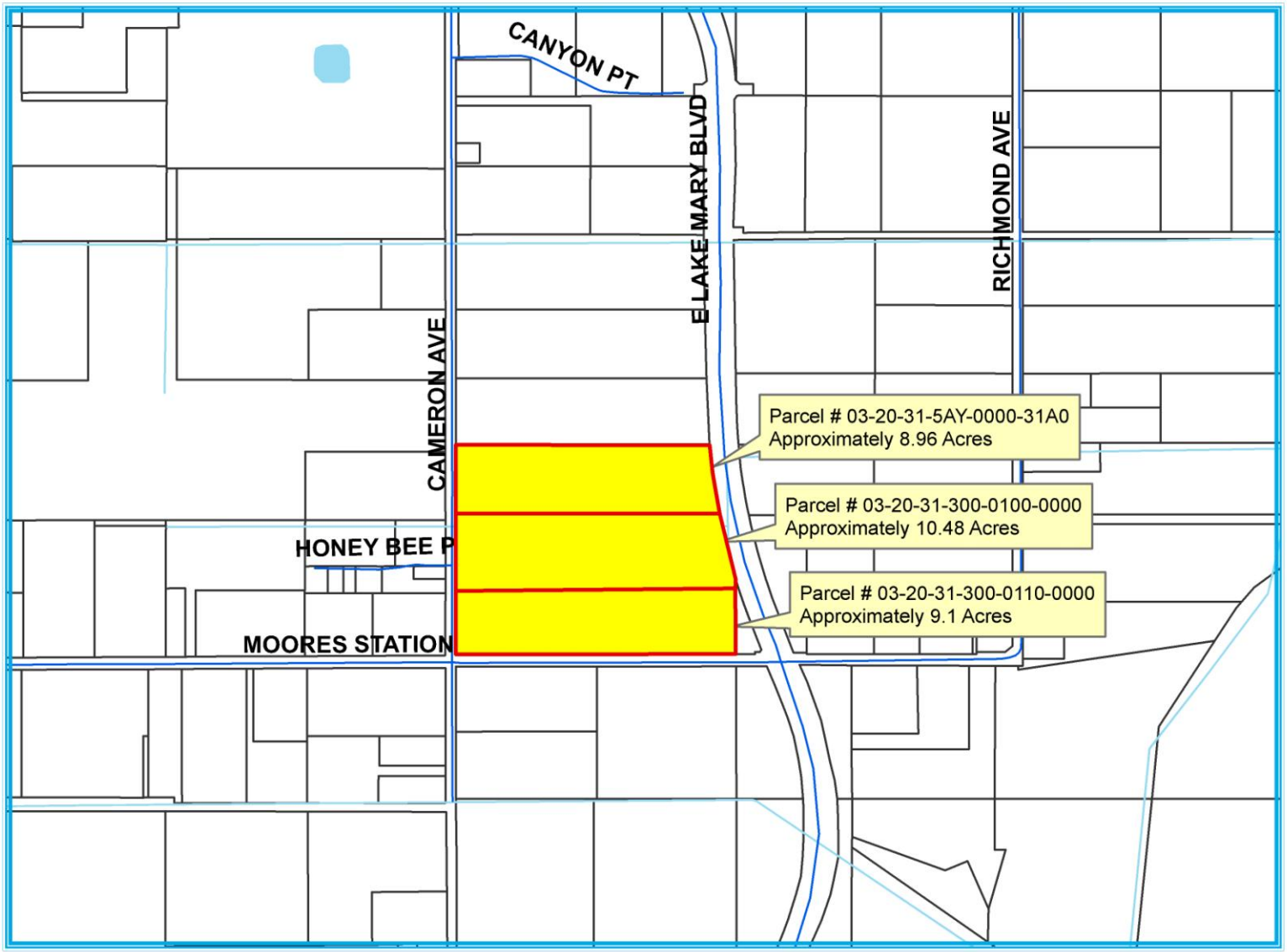
ATTACHMENTS:

1. Maps and Aerials
2. Agreement

Additionally Reviewed By:

☐ County Attorney Review (Matthew Minter)

GIS Map of
28 Acre Property
East Lake Mary Blvd, Sanford



CONTRACT FOR SALE AND PURCHASE OF LAND

THIS AGREEMENT is made and entered into this _____ day of _____, 20___, by and between **KHALIL SCHMIDT and FRANZISKA SCHMIDT, Surviving Heirs Of HANNAH ELIZABETH ABIESES SCHMIDT and FREIDRICH GUENTER SCHMIDT**, whose mailing address is ZIELGELGASSE 21, 85354 Freising, Germany, hereinafter referred to as "SELLER", 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 "PURCHASER".

SECTION 1. OWNERSHIP. SELLER represents that, at the signing of this contract, the SELLER is the record owner in fee simple of the Premises being conveyed herein and is/ are not under any incapacity which prevents it / them from entering into this contract or complying with the terms hereof.

SECTION 2. PURCHASER CONTINGENCY. This contract is contingent upon the approval of the PURCHASER's Board of County Commissioners. The PURCHASER agrees to submit this Agreement to its Board of County Commissioners for approval at a duly called and noticed meeting thereof not later than September 20, 2008. If the PURCHASER shall not have received approval of this contract by its Board of County Commissioners by October 1, 2008, this contract shall terminate and be of no further force or effect, and the parties shall be relieved of all liability to the other hereunder.

SECTION 3. SALE. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate (hereafter, the "Premises") along with its appurtenances, located in the County of Seminole, State of Florida, the legal descriptions and parcel identification numbers for which are as follows:

LOT 31 A, SANFORD CELERY DELTA, PLAT BOOK 1, PAGES 75 & 76, SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-5AY-0000-31A0

THE SOUTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 03, TOWNSHIP 20 SOUTH, RANGE 31 EAST, SITUATE AND LYING IN SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-300-0110-0000

THE NORTH ½ OF THE NORTH ½ OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 03, TOWNSHIP 20 SOUTH, RANGE 31 EAST, LESS ROAD RIGHT-OF-WAY SITUATE AND LYING IN SEMINOLE COUNTY, FLORIDA; APPROXIMATELY 10 ACRES; PARCEL I.D. NUMBER 03-20-31-300-0100-0000

LESS OUT, AND NOT INCLUDING

THAT PORTION OF THE PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 2058, PAGE 342 AND IN OFFICIAL RECORD BOOK 2056, PAGE 344 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 20 SOUTH, RANGE 31 EAST AS SHOWN ON THE FLORIDA DEPARTMENT OF NATURAL RESOURCES CERTIFIED CORNER RECORDS DOCUMENT NO. 055991; THENCE RUN N 89°59’04” E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 1710.50 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF EAST LAKE MARY BOULEVARD ACCORDING TO SEMINOLE COUNTY RIGHT-OF-WAY MAP, PROJECT NUMBER PS-0137. SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1527.89 FEET AND A CHORD BEARING OF N 12°04’39” W; THENCE FROM A RADIAL BEARING OF N 87°15’00”E, RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 497.48 FEET THROUGH A CENTRAL ANGLE OF 18°39’19” TO THE POINT OF TANGENCY THEREOF; THENCE RUN N 21°24’19” W A DISTANCE OF 404.77 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2864.79 FEET AND A CHORD BEARING OF N 17°04’42” W; THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 432.69 FEET THROUGH A CENTRAL ANGLE OF 08°39’14” TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID CURVE RUN S 00°03’32” E ALONG SAID EAST LINE A DISTANCE OF 249.67 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2929.79 FEET AND A CHORD BEARING OF N 11°14’45” W; THENCE FROM A RADIAL BEARING OF N 72°28’47” E RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 541.67 FEET THROUGH A CETNRAL ANGLE OF 12°32’55” TO A POINT ON THE NORTH LINE OF LOT 31A OF THE PLAT OF SANFORD CELERY DELTA AS RECORDED IN PLAT BOOK 1, PAGES 75 AND 76 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE DEPARTING SAID CURVE FROM A RADIAL BEARING OF N 85°01’42” E, RUN N 89°52’07” E, ALONG THE NORTH LINE OF SAID LOT 31A A DISTANCE OF 65.24 FEET TO A POINT ON SAID CENTERLINE OF SURVEY; THENCE CONTINUE N 89°52’07” E

ALONG SAID NORTH LINE A DISTANCE OF 59.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 31A, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 6, BLOCK E OF THE PLAT OF BROWN'S SUBDIVISION OF BECK HAMMOCK AS RECORDED IN PLAT BOOK 1, PAGE 83 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S 00°03'32" E ALONG THE EAST LINE OF SAID LOT 31A AND THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 A DISTANCE OF 378.71 FEET TO THE POINT OF BEGINNING. CONTAINING THEREIN 1.068 ACRES MORE OR LESS.

SECTION 4. PURCHASE PRICE AND METHOD OF PAYMENT. The purchase price is THREE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($3,500,000.00), payable to SELLER in cash or by certified check or bank draft on the date of closing of title and upon delivery of the deed as hereafter provided.

SECTION 5. TITLE INSURANCE. PURCHASER may purchase an owner's policy of title insurance insuring PURCHASER's marketable title to the Premises, to the full amount of the purchase price, against loss or damage by reason of defect in the title of SELLER in the above described Premises or by reason of prior liens not assumed by PURCHASER under this Contract.

SECTION 6. DEED. The deed of conveyances to the Premises shall be a statutory warranty deed in the usual Florida form, which shall be duly executed, acknowledged and delivered, all at the SELLER'S expense, conveying the fee simple title in and to the Premises to the BUYER, free and clear of all encumbrances, liens and exceptions to title other than those set forth in Schedule B of the PURCHASER'S Title Commitment, or as provided herein. SELLER agrees to execute, at the time of closing, an affidavit regarding the non-existence of liens or rights of tenants upon the Premises and other conditions of or on the Premises required by PURCHASER'S title insurance company necessary in order to issue a "clean" title insurance policy.

SECTION 7. CLOSING/COSTS. Closing will take place in the Office of the County Attorney, 520 W. Lake Mary Blvd., Ste. 100, Sanford, FL 32773, no later than thirty (30) days after approval of the Contract by the Board of County Commissioners, or no later than ten (10) days following receipt of a geotechnical report, satisfactory to PURCHASER, as provided herein. AMERICAN ACQUISITION TITLE, INC., shall act as closing agent for the closing of this transaction. SELLER shall pay from sale proceeds SELLER's share of pro-rata property taxes and assessments outstanding up to and including the date of closing; and all closing costs. The PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs and pro-rata real estate taxes and assessments shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLER. The SELLER covenants either [ ]that there are no real estate commissions due any licensed real estate broker, or [ ] that SELLER agrees to defend against and pay any valid claims of any and all brokers made in regard to this purchase. At the closing, SELLER will provide PURCHASER with the Statutory Warranty Deed to the Premises and PURCHASER shall provide the SELLER with payment of the full purchase price.

SECTION 8. GEOTECHNICAL REPORT. Prior to closing and no later than October 20, 2008, the PURCHASER shall obtain a geotechnical assessment of the premises. This sale is contingent upon the geotechnical report showing that the Premises is capable of supporting the construction of:

(a) Multiple bay repair and maintenance shops for heavy equipment, fire equipment and vehicles.

(b) A three story building structure.

(c) Heavy equipment storage.

(d) An above-ground fuel farm for up to 100,000 gallons storage of gasoline and diesel fuel.

(e) Materials storage.

In the event the geotechnical report shows that the premises will not support any or all of the above listed uses, the PURCHASER has the option of voiding this Contract in its entirety, without penalty or cost.

SECTION 9. ENVIRONMENTAL ASSESSMENT. Prior to closing and no later than September 20, 2008, the PURCHASER shall obtain a Phase I environmental site assessment of the Premises. If the PURCHASER is reasonably dissatisfied with the condition of the Premises as indicated by such site assessment disclosing the risk of environmental contamination of the Premises, the PURCHASER may, by written notice to SELLER describing such risk of environmental contamination and reasonable dissatisfaction and enclosing a copy of such Phase I site assessment, terminate this contract, and all rights and liabilities of the parties shall be deemed at an end.

SECTION 10.SELLER'S INDEMNIFICATION. The SELLER agrees to indemnify and hold harmless the PURCHASER, its officers, employees and agents from any and all claims, losses, damages, or lawsuits for damages arising out of the SELLER's occupation and/or use of the property prior to the date of closing, whenever said claim may arise.

SECTION 11. ASSIGNMENT. This Contract shall not be assignable.

SECTION 12. SELLER'S WARRANTY. SELLER warrants that there are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.

SECTION 13. NOTICES. Any notice provided for or made necessary in order to accomplish the terms of this contract and any other notice or communication which either party may wish to deliver to the other (collectively "Notices") shall be in writing and given by personal delivery or sent by United States registered or certified mail, return receipt requested, in a properly sealed envelope, postage pre-paid, addressed to the party for which such notice is intended, at such party's address set forth below:

If to PURCHASER, to:

Mr. Frank Raymond, Director of Administrative Services
200 W. County Home Road
Sanford, Florida 32773
Telephone number: (407) 665-5277]

If to SELLER, to:

_____

_

_____

_____

__

[Telephone number:]

SECTION 14. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"). If SELLER is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires a buyer of real property to **withhold 10% of the amount realized by the Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) Seller provides Buyer with an affidavit that Seller is not a "foreign person"; (2) Seller provides Buyer with a Withholding Certificate providing for reduced or eliminated withholding; or (3)

the gross sales price is $300,000 or less, Buyer is an individual who purchases the Property to use as a residence, and Buyer or a member of Buyer's family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. PURCHASER and SELLER agree to execute and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply with the requirements of FIRPTA, including delivery of their respective federal taxpayer identification numbers ("TIN") or Social Security Numbers to the Closing Agent. If SELLER applies for a withholding certificate but the application is still pending as of the Closing, PURCHASER agrees to place the 10% tax in escrow at SELLER'S expense to be disbursed in accordance with the final determination of the IRS, provided SELLER so requests and gives PURCHASER notice of the pending application in accordance with Section 1445 and the implementing regulations. In the event PURCHASER does not pay sufficient cash at Closing to meet the withholding requirement, SELLER shall deliver to PURCHASER at Closing the additional cash necessary to satisfy the requirement. PURCHASER shall timely disburse the funds to the IRS, and provide SELLER with copies of the tax forms and receipts.

SECTION 15. ENFORCEMENT OF AGREEMENT. In the event of any litigation necessary to enforce the terms and conditions of this agreement, the parties agree that venue for any such proceeding shall be in Seminole County Florida; that this agreement shall be construed according to the laws of the State of Florida, United States of America; and that the Circuit Court of the Eighteenth Judicial Circuit, in and for Seminole County, Florida, shall have jurisdiction of any such dispute; that such proceeding shall be by non-jury trial

and the parties expressly waive their right to jury trial in the event of any such proceeding; and that each party shall bear its own attorney's fees and costs related to any such proceeding, except where such attorney's fees are awardable to the prevailing party by Florida Statutes.

SECTION 16. ENTIRE AGREEMENT. It is understood and agreed that this written contract, constitutes the entire agreement between the parties hereto, and that no oral statements or promises, and no understandings not embodied in this writing, shall be valid or binding.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

By:_____
KAHLIL SCHMIDT, Surviving Heir of Hannah Elizabeth Abieses Schmidt and Freidrich Guenter Schmidt

Date:_____

[ATTESTATIONS CONTINUED ON PAGE 9 OF 9]

_____ By:_____
Witness FRANZISKA SCHMIDT, Surviving
Heir of Hannah Elizabeth Abieses
_____ Schmidt and Freidrich Guenter
Print Name Schmidt
_____
Witness
_____
Print Name Date:_____

BOARD OF COUNTY COMMISSIONERS
ATTEST: SEMINOLE COUNTY, FLORIDA

_____ By:_____
MARYANNE MORSE BRENDA CAREY, Chairman
Clerk to the Board of
County Commissioners of
Seminole County, Florida. Date:_____

For the use and reliance As authorized for execution
of Seminole County only. by the Board of County Commissioners
at their _____, 20_____
Approved as to form and regular meeting.
legal sufficiency.

_____
County Attorney
MGM 8/22/08
P:\Users\Legal Secretary CSB\Administrative Services\Land Sale & Purchase Agreement - Lane.doc

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Peninsular Court 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 platted public right-of-way known as Peninsular Court as recorded in Plat Book 9, Page 67 in Section 4, Township 21S, Range 29E.

2. Deny the request to adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of the platted public right-of-way known as Peninsular Court as recorded in Plat Book 9, Page 67 in Section 4, Township 21S, Range 29E.

3. Continue the public hearing until a time and date certain.

District 3 Dick Van Der Weide Brian M. Walker

BACKGROUND:

James & Lisa Palmer, applicants, are requesting to vacate and abandon a portion of the platted public right-of-way known as Peninsular Court as shown in Exhibit A and recorded in Plat Book 9, Page 67 in Section 4, Township 21S, Range 29E.

The applicants are requesting to vacate the bulb of the subject cul-de-sac. This portion of the subject right-of-way is not needed for public access and the proposed vacate will not hinder access to adjacent properties. The applicant has obtained an approved site plan which provides for right-of-way improvements that permit large vehicles to turn around.

The applicants are the sole owners of the property surrounding the portion of the cul-de-sac to be vacated and intend to incorporate the vacated right-of-way into their existing parcel.

The applicant has provided letters from all applicable utility companies stating "no objections" to the request.

The request to vacate complies with the requirements of Florida Statues 336.09 and 336.10.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt and authorize the Chairman to execute a resolution to vacate and abandon a portion of the platted public right-of-way known as Peninsular Court as recorded in Plat Book 9, Page 67 in Section 4, Township 21S, Range 29E.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Sketch of Description
3. Area Map
4. Location Map
5. Aerial Map

Additionally Reviewed By:

☐ County Attorney Review (Kathleen Furey-Tran)

RESOLUTION NO.: 2008-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 9th DAY OF SEPTEMBER A.D., 2008.

R E S O L U T I O N T O V A C A T E A N D A B A N D O N A R I G H T - O F - W A Y

.....

Whereas, a Petition was presented on behalf of

James & Lisa Palmer

---

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 9th day of September A.D.,2008.

ATTEST:

MARYANNE MORSE

CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY: _____

BRENDA CAREY

CHAIRMAN

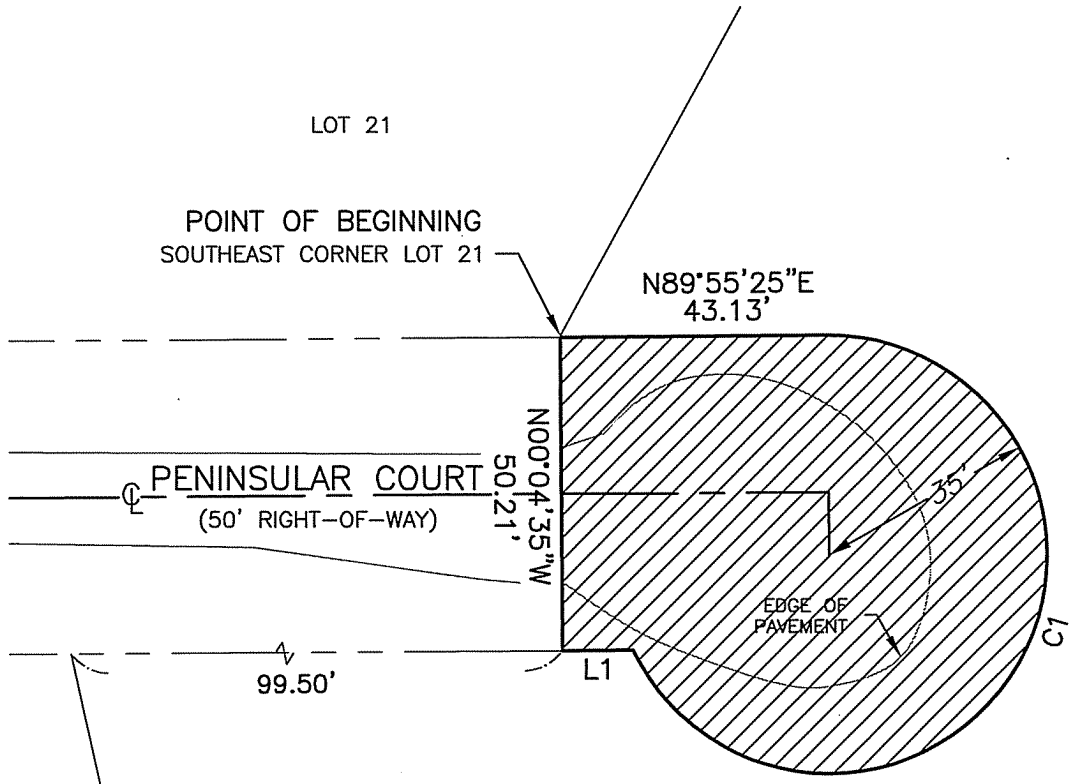
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

EXHIBIT A

DESCRIPTION:

BEGIN AT THE SOUTHEAST CORNER OF LOT 21 LAKE BRANTLEY ISLES AMMENDED PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 67, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN N. 89°55'25"E., A DISTANCE OF 43.13 FEET TO A POINT ON A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 244°37'27", A CHORD BEARING OF S.31°57'02"W., AND A CHORD LENGTH OF 59.16 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 149.43 FEET; THENCE RUN S.89°38'40"W., A DISTANCE OF 11.76 FEET; THENCE RUN N.00°04'35"W., A DISTANCE OF 50.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,545 SQUARE FEET OR 0.104 ACRES, MORE OR LESS.



BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF PENINSULAR COURT HAVING AN ASSUMED BEARING OF N.89°55'25"E.

SCALE: 1" = 30'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°38'40"W	11.76

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	DELTA	BEARING
C1	35.00'	149.43'	59.16'	244°37'27"	S31°57'02"W

\\Server\shareddocs\Projects\LAKE BRANTLEY ISLES AMENDED PLAT\dwg\sketch of description - POST PLAT.dwg

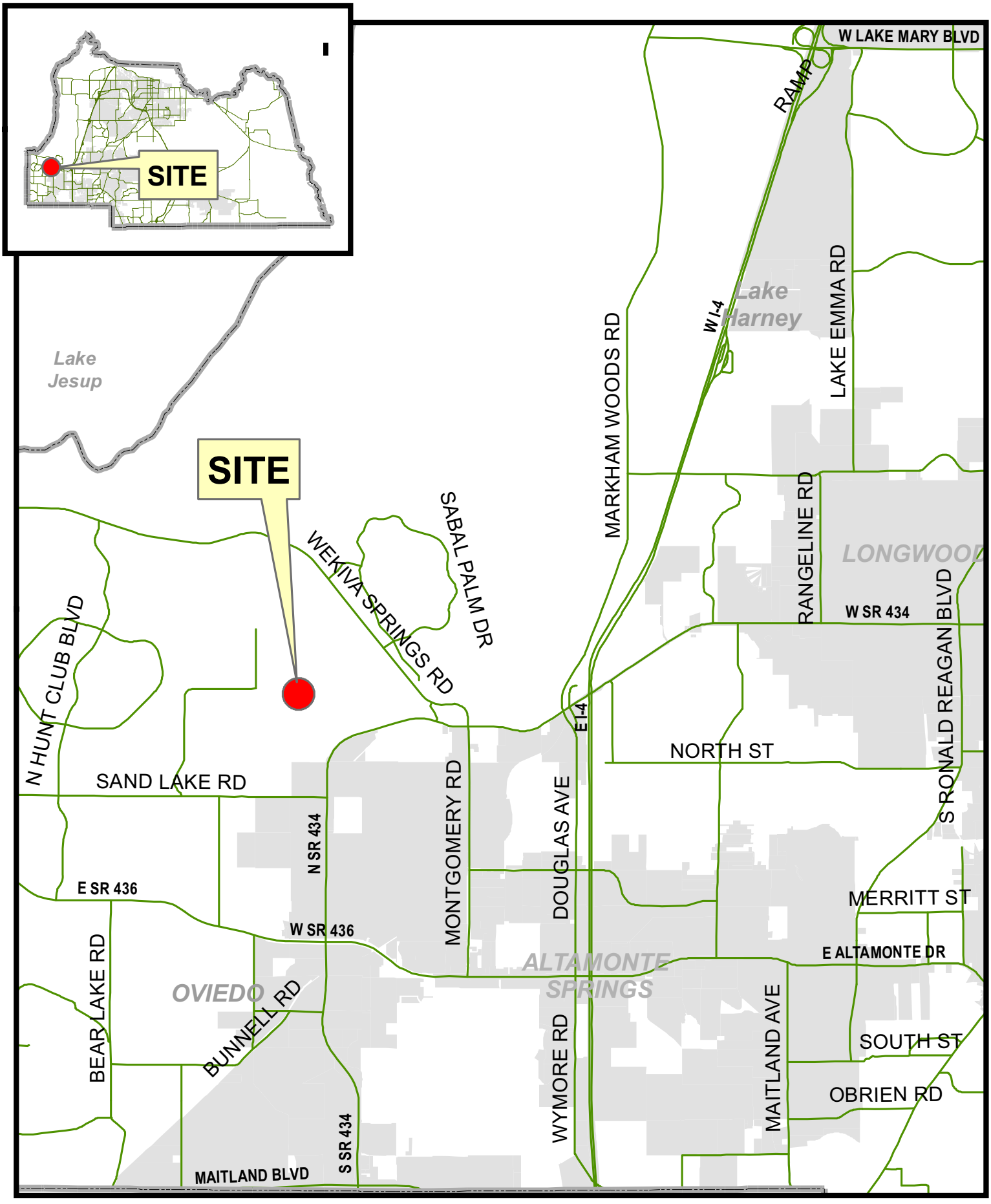
HENRICH-LUKE & SWAGGERTY, LLC
surveyors & mappers
250 Ronald Reagan Blvd.
Suite 114
Longwood, Florida 32750
(407) 647-7346
FAX (407) 647-8097
Licensed Business No. 7276

Job No: E5156
Date: 8/11/08
Drawn By: SMF
Scale: 1"=30'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Mark I. Luke
Professional Surveyor & Mapper
Florida Registration #5006

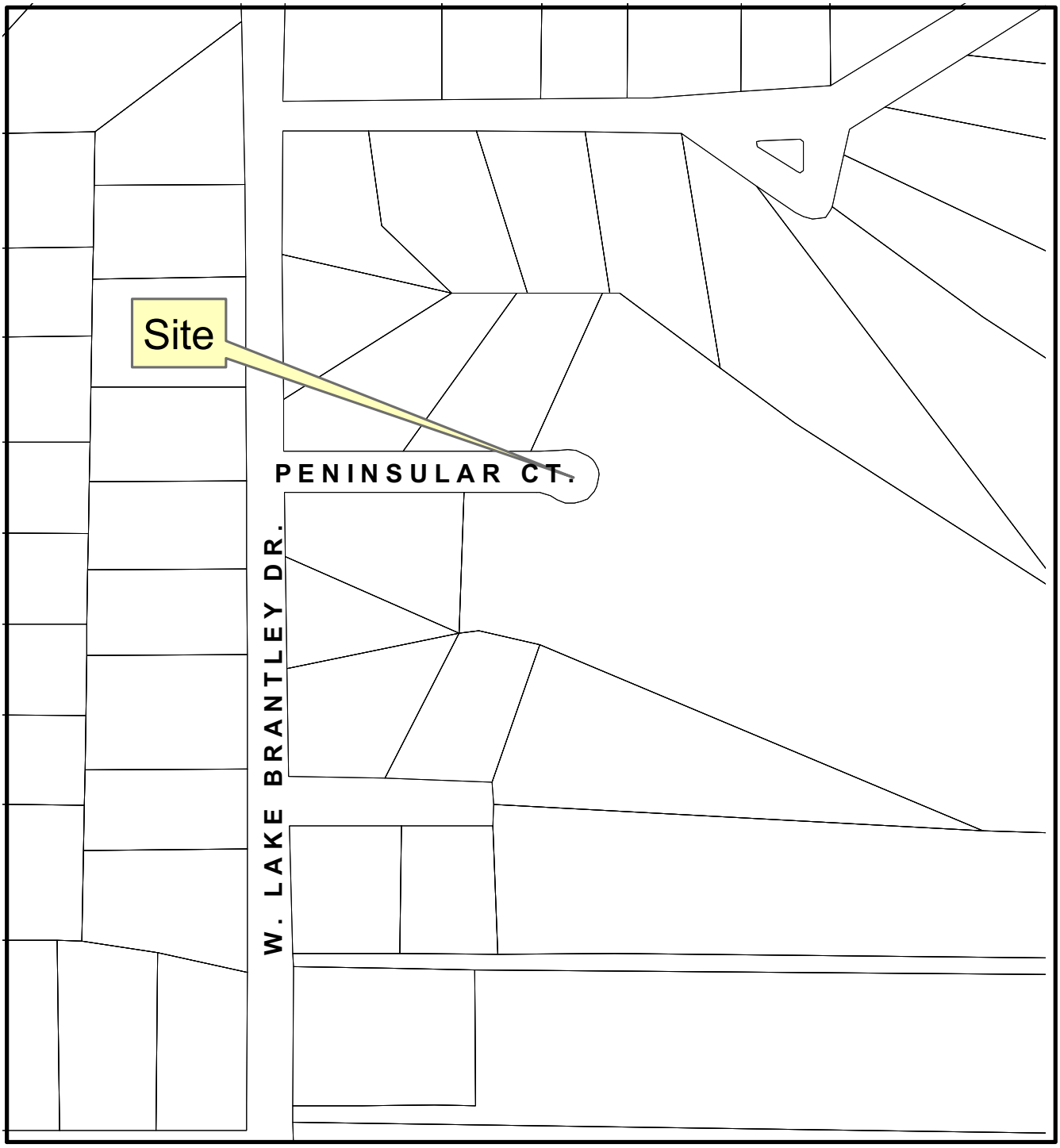
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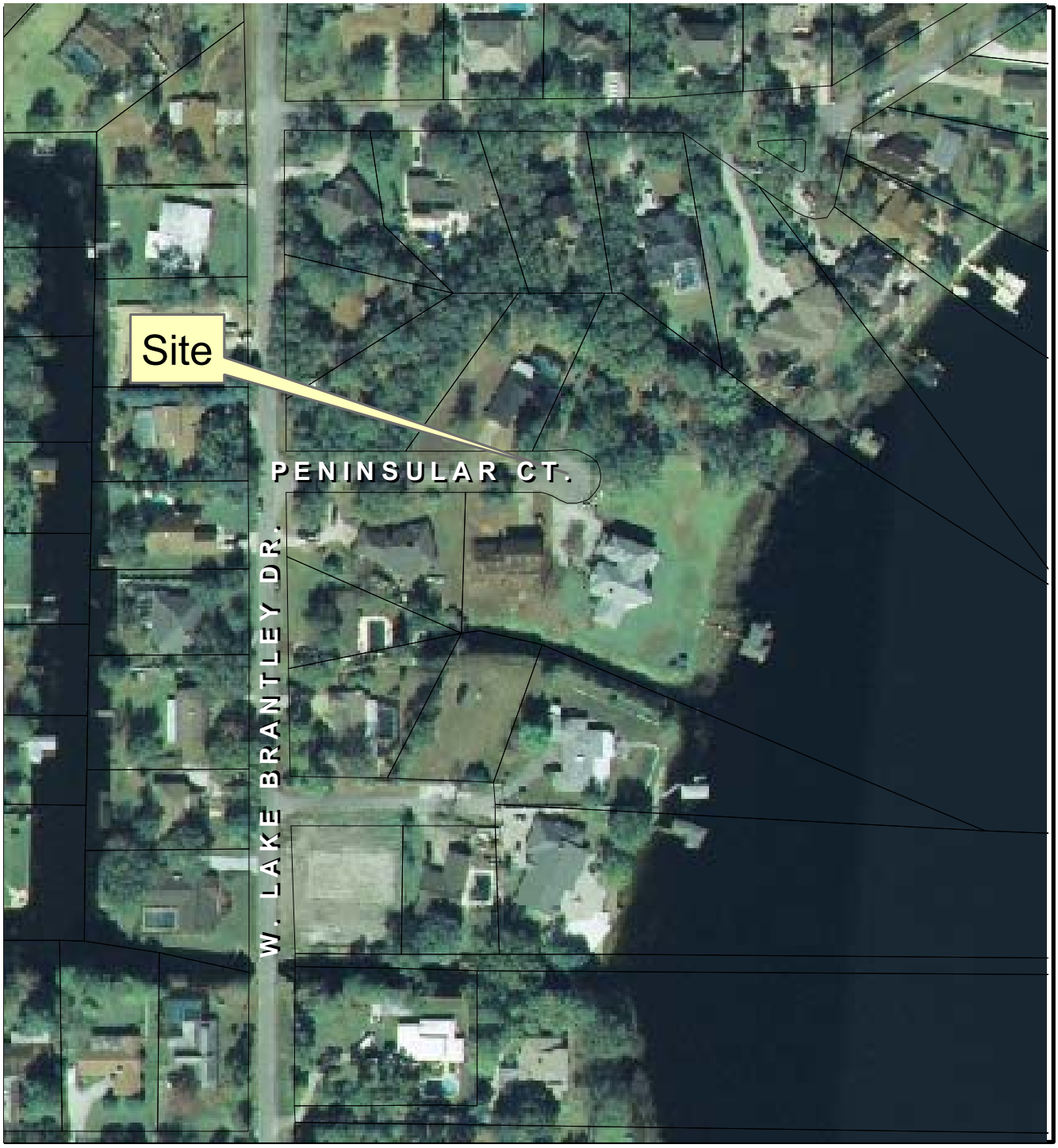
Peninsular Court

Area Map



Peninsular Court

Location Map



Peninsular Court

Aerial Map

SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Public Hearing for Ordinance Amending Chapter 85 of the Seminole County Code.

DEPARTMENT: Public Safety **DIVISION:** EMS Fire Rescue

AUTHORIZED BY: Tad Stone **CONTACT:** Shelly Brubaker **EXT:** 5000

MOTION/RECOMMENDATION:
Approve and authorize the Chairman to execute an ordinance amending Chapter 85 of the Seminole County Code.

County-wide Tad Stone

BACKGROUND:
Due to changes in the Florida Statutes and Seminole County's organizational structure, there are substantial portions of Chapter 85 of the Seminole County Code that are incorrect and out of date. Proposed changes to Chapter 85 identify the responsible agencies and the authority having jurisdiction consistent with statutory requirements.

STAFF RECOMMENDATION:
Staff recommends that the Board approve and authorize the Chairman to execute an ordinance amending Chapter 85 of the Seminole County Code.

ATTACHMENTS:

1. Ordinance

Additionally Reviewed By:

☐ Budget Review (Lisa Spriggs, Ryan Switzer)

☐ County Attorney Review (Robert McMillan)

ORDINANCE NO. 2008-____ **SEMINOLE COUNTY, FLORIDA**

AN ORDINANCE PERTAINING TO FIRE SAFETY IN SEMINOLE COUNTY, FLORIDA; RENAMING CHAPTER 85 OF THE SEMINOLE COUNTY CODE TO THE "FIRE SAFETY CODE"; AMENDING SECTION 85.1; AMENDING EXISTING SECTION 85.2; CREATING A NEW SECTION 85.3 DESIGNATING THE FLORIDA FIRE PREVENTION CODE AS THE APPLICABLE FIRE CODE IN SEMINOLE COUNTY; DESIGNATING THE AUTHORITY HAVING JURISDICTION; REPEALING EXISTING SECTION 85.4 AND RENUMBERING SECTION 85.3 TO 85.4; AMENDING AND RENUMBERING SECTION 85.6 TO 85.5; REPEALING EXISTING SECTIONS 85.7, 85.8, 85.9, 85.10, 85.11, 85.12; AMENDING AND RENUMBERING SECTION 85.13 TO 85.6; REPEALING EXISTING SECTIONS 85.14, 85.15, 85.16, AND 85.17; PROVIDING FOR CODIFICATION, PROVIDING FOR SEVERABILITY, AND PROVIDNG AND EFFECTIVE DATE.

WHEREAS, recent changes in the Florida Statutes and in the Seminole County organizational system have resulted in rendering substantial portions of Chapter 85 of the Seminole County Code incorrect and out of date, and

WHEREAS, consolidation of fire services in many areas of Seminole County has resulted in additional inconsistencies in Chapter 85 which need correction,

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

Section 1. Chapter 85 of the Seminole County Code is amended as follows:

Chapter 85. ~~Fire Prevention and Protection.~~ Fire Safety Code.

Not Official Document

Section 85.1. Purpose.

This Chapter shall be known as the "Seminole County Fire Safety Code". This Code is enacted for the purpose of regulating and preventing fire and life safety hazards in the County. ~~This Code shall be deemed an exercise of the police powers of the County of Seminole for the preservation and protection of the public health, peace, safety, and welfare, and all the provisions of the Seminole County Fire Safety Code shall be liberally construed for that purpose.~~

Section 85.2. Scope.

The provisions of the Seminole County Fire Safety Code shall be controlling within the limits of the unincorporated areas of Seminole County and within the limits of incorporated areas as determined by interlocal agreements between Seminole County and municipal corporations in Seminole County. ~~The provisions of this Code shall apply equally to both public and private property, and it shall apply to all structures and their occupancies except as otherwise noted.~~

Section 85.3. Applicable Code.

The Florida Fire Protection Code, (NFPA) 1, as adopted by the State Fire Marshal pursuant to Florida Statutes, Chapter 633 as amended from time to time is the applicable Fire Code within Seminole County.

Not for Execution

Section ~~85.3.~~ 85.4. Enforcement.

~~The Building Official of Seminole County or his or her designee shall be responsible for the enforcement of the Seminole County Fire Safety Code as set forth herein. The Building Official may appoint qualified members of his or her department as inspectors as shall from time to time be necessary.~~

The Fire Chief shall be responsible for the enforcement of the Seminole County Fire Safety Code and the laws and rules of the State Fire Marshal, as specified in Section 633.121, Florida Statutes or its successors, and shall be deemed the "authority having jurisdiction" as that term is defined in NFPA 1, the Uniform Fire Code.

~~**Section 85.4. Duties of the Development Review Division**~~

~~(a) It shall be the duty of the Development Review Division of the Planning and Development Department to enforce all laws and ordinances of Seminole County which deal directly or indirectly with the following:~~

~~(1) The Prevention of fires;~~

~~(2) The storage, sale and use of combustible, flammable or explosive materials;~~

~~(3) The installation and maintenance of automatic and other fire alarm systems, and fire extinguishing equipment;~~

Not for Execution

~~(4) The maintenance and regulation of fire escapes; and~~

~~(5) The means and adequacy of exit in case of fire, from factories, private schools, hotels, lodging houses, asylums, hospitals, churches, halls, theaters, amphitheaters, and all other places in which numbers of persons work, live, or congregate, from time to time, for any purpose.~~

~~(b) The Development Review Division shall have such other powers and perform such other duties as are set forth in other sections of this Chapter, and may be conferred and imposed from time to time by law.~~

~~Section 85.5. Reserved.~~

Section ~~85.6.~~ 85.5. Investigation of Fires and Reports.

The ~~Technical Services Bureau of the~~ Department of Public Safety shall investigate or cause to be investigated the cause, origin, and circumstances of every fire occurring in the unincorporated areas of Seminole County and in such incorporated areas as are required by municipal interlocal agreements which resulted in injuries or deaths or property damage or destruction and, so far as possible, shall determine whether the fire was the result of carelessness or design. ~~Such investigations shall begin as soon as possible after the occurrence of such a fire. The Chief Fire Investigator or his or her assistants shall take~~

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~~charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters, and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. Every fire shall be reported to the Technical Services Bureau within five days after the occurrence of the same by the Fire Department Officer in whose jurisdiction such a fire has occurred. Such report shall be in such form as shall be prescribed by the Fire Chief of Seminole County and shall contain a statement of all facts relating to the cause, origin, and circumstances of such fire, the extent of the damage thereof, the insurance upon such property, and such other information as may be required, including, but not limited to, the injury, death, or rescue of persons. The Technical Services Bureau shall also be responsible for the maintenance of records pertaining to the cause of fires and fire loss records.~~

~~Section 85.7. Issuance of Permits.~~

~~Before permits may be issued as required by this Code, the Chief Fire Inspector or the Chief Fire Inspector's assistants shall inspect and approve the receptacles, processes, site, vehicles, buildings, equipment, or storage places to be used for any such purposes.~~

Not for Execution

~~**Section 85.8. Periodic Inspections.**~~

~~The Chief Fire Inspector shall inspect or cause to be inspected any or all premises and shall make such orders as may be necessary for the enforcement of laws and ordinances governing the same and for the safeguarding of life and property from fire.~~

~~**Section 85.9. Compliance with Code.**~~

~~(a) If the Fire Chief declares an emergency situation, or determines that immediate code enforcement is required to correct an existing or potential hazard to the public health, safety or welfare or to remove or control an existing or potential hazard to the health or safety of emergency response personnel, he or she shall then have immediate authority over all Fire Prevention and Inspection and Code Enforcement services of the Development Review Division.~~

~~(b) Whenever any inspector shall find in any building, or upon any premises or other places, combustible or explosive matter or dangerous accumulations of rubbish or unnecessary accumulation of waste paper, boxes, shavings, or any highly flammable materials especially liable to fire, and which is so situated as to endanger life or property; or shall find obstructions to or on fire escapes, stairs, fire lanes, passageways, doors, or windows, liable to interfere with the operations of the fire department or egress of occupants in case~~

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~~of fire, or shall find any other violation of this Code, the inspector shall order the same to be removed or remedied, and such order shall forthwith be complied with by the owner or occupant of such premises or buildings, subject to the appeals procedure provided for herein.~~

~~(c) Any owner or occupant failing to comply with such order within a reasonable period after the service of the order shall be subject to penalties as are hereinafter provided.~~

~~**Section 85.10. Service of Process.**~~

~~The service of any such order may be made upon the occupant of the premises to whom it is directed, either by delivering a copy of same to such occupant personally, or leaving it with any person in charge of the premises, or by affixing a copy thereof in a conspicuous place on the door to the entrance of said premises. Whenever it may be necessary to serve such an order upon the owner of premises, such order may be served either by delivering to and leaving with the said person a copy of the said order, or, if such owner is absent from the jurisdiction of the officer making the order, by mailing such copy by certified mail to the owner's last known post office address. In the case of a corporation, service may be made upon the corporation's registered agent.~~

Not for Execution

~~**Section 85.11. Record Keeping of All Fires.**~~

The ~~Chief Fire Investigator~~ shall ~~compile and~~ keep ~~a~~ records ~~of all fires and of all facts concerning the same, including, but not limited to, injuries, deaths, rescue of persons, and statistics as to the extent of such fires and the damage caused thereby, and whether such losses were covered by insurance, and if so, in what amount. Such record shall be made within three working days from the reports made by the technical inspectors under the provisions of this Chapter.~~

~~**Section 85.12. Annual Report.**~~

~~The Building Official shall make an annual report of the activities of the Development Review Division pertaining to the Seminole County Fire Safety Code and shall transmit a copy of the report to the Director of the Department of Planning and Develo9pment or his designee and to the Director of the Department of Public Safety. The report shall contain a summary of all proceedings conducted under the Seminole County Fire Safety Code.~~

Section ~~85.13.~~ 85.6. Penalties.

Any person who shall violate any of the provisions of the Code hereby adopted; or shall fail to comply therewith; or shall violate or fail to comply with any order made thereunder; or shall build in violation of any details, statements, specifications, or plans submitted or approved thereunder or

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shall operate in a manner not in accordance with the provisions of the certificate, permit, or approval issued thereunder, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the ~~Building Official~~ Fire Chief or by a court of competent jurisdiction within the time fixed herein shall severally for each and every violation and noncompliance, respectively, be subject to the penalties set forth in Section 125.69(1), Florida Statutes, or its successor provision, to being the subject of a complaint before the Seminole County Code Enforcement Board, or to citation under the provisions of ~~Seminole County Ordinance No. 92-11~~ Section 53.28 Seminole County Code, or a combination thereof. The imposition of a penalty for a violation shall not excuse the violation nor shall the violation be permitted to continue. All persons found to be in violation shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

~~**Section 85.14. Adoption of the 1997 Standard Fire Prevention Code and the 1997 NFPA Standard 101.**~~

~~There is hereby adopted the 1997 Standard Fire Prevention Code as published by the Southern Building Code Congress International and the 1997 National Fire Protection Association~~

Not for Execution

~~Standard 101 Life Safety Code and FAC 4A-40, published by the State Fire Marshall. Not less than one copy of the adopted issue of the Life Safety Code, NFPA 101, as published by the National Fire Protection Association 1997 Edition, and the Adopted Standards and Codes of the National Fire Protection Association shall be filed in the office of the Clerk of the Court and the provisions thereof shall be controlling within the limits of the unincorporated areas of Seminole County.~~

~~Section 85.15. Reserved.~~

~~Section 85.16. Amendments to the 1994 Standard Fire Prevention Code.~~

~~The 1997 Standard Fire Prevention Code, as published by the Southern Building Code Congress International, is hereby amended for the purpose of its applicability within Seminole County. The amended sections read in their entirety as follows:~~

~~(a) References to "Fire Official" in Section 102, 1997 Standard Fire Prevention Code, shall mean the Building Official.~~

~~(b) **SECTION 105 BOARD OF ADJUSTMENTS AND APPEALS,** is hereby amended to read:~~

~~SECTION 105.~~

~~APPEALS PROCEDURES~~

~~105.1 Appointment,~~ ~~is deleted.~~

~~105.2.1~~ ~~is amended to read:~~

~~105.2.1 BOARD OF APPEALS~~

Not for Execution

~~(a) The Board of County Commissioners shall serve as the Board of Appeals. Whenever the Building Official or his or her designee denies an application or refuses to grant a permit which has been applied for and whenever an applicant claims that the provisions of the Fire Prevention Code do not apply or or have been incorrectly interpreted, the applicant may appeal the decision of the Building Official or his or her designee to the Board of County Commissioners within 30 days from the date of the decision. The Board shall pass upon the application of this Code as it affects the general public and shall act in the capacity as set forth in Section 553.73(8)(b), Florida Statutes, or its successor.~~

~~(b) Pending final decision of the Board of Appeals, the order of the Fire Official shall be stayed unless the Fire Chief determines that there is an immediate fire hazard to life or property.~~

~~(c) Conflicts between fire codes and building codes shall be resolved as set forth in Section 553.73(8)(a) through (e), Florida Statutes, or its successor.~~

~~**105.3 Decisions,** is deleted.~~

~~(c) **SECTION 202 DEFINITIONS.** The definition of "tent" is hereby amended to read:~~

~~TENT Any structure, enclosure or shelter, including three or more sides and over 900 square feet in area, constructed of~~

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canvas or pliable material and supported by any manner except by air or the contents it protects; or any structure, enclosure or shelter constructed of canvas or pliable material used for assembly purposes regardless of the number of sides or square footage. Permits shall be required for all tents.

(d) **SECTION 503 FIRE REPORTING AND FALSE ALARMS,** is hereby amended as follows:

503.2.5 is added to read:

503.2.5 MAINTENANCE OF FIRE ALARM SYSTEMS. The maintenance of fire alarm systems is the duty of the owner or occupant of the premises. All alarm systems shall be properly and appropriately maintained on a continuing basis. System malfunctions due to faulty maintenance shall not be grounds for an excused false alarm. False alarms attributable to power outages and/or power surges shall not be excusable.

Section 85.17. Emergency Fire Prevention Measures.

(a) Upon declaration of a state of emergency applicable to Seminole County by the Governor of the State of Florida due to increased risk of fire, or upon determination by the County Manager that an emergency fire condition exists in Seminole County, an Executive Order may be issued under the authority and in the manner provided in Chapter 72 of the Seminole County Code declaring a state of local fire prevention emergency, and ordering restrictions on open burning and the sale and use of

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~~fireworks, novelties, trick noisemakers and sparklers, as defined in Section 791.01, Florida Statutes, and such other measures as may be deemed necessary to alleviate the imminent danger of fire in Seminole County. Said Executive Order shall remain in effect for the period of time as specified in the Order, not to exceed thirty (30) consecutive days, unless extended by further Executive Order.~~

~~(b) The Sheriff and other law enforcement officers, fire prevention and emergency personnel, and code enforcement officers shall, in connection with their duties imposed by statute and ordinance, enforce the provisions of this Section.~~

~~(c) Any person, firm, or corporation violating any provision of this Section, which shall be implemented by Executive Order issued pursuant to this Section, shall, upon conviction, be punished as provided in Section 125.69, Florida Statutes, as amended. A separate offense shall be deemed committed on each day during which a violation shall continue.~~

Section 2. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section," "article," or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such

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intention; providing, however, that Sections 2, 3 and 4 shall not be codified.

Section 3. Severability. If any provision or application of this Ordinance is for any reason held invalid, such invalidity shall not affect he remaining provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. Effective date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk to the Board of County Commissioners.

ENACTED this _____ day of _____, 2008.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY, Chairman

Not for Execution

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SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM

SUBJECT: Resolution designating a Brownfield/Seminole Economic Enhancement District (SEED) area for unincorporated areas of Seminole County within the US 17-92 Community Redevelopment Agency (CRA)

DEPARTMENT: Economic Development **DIVISION:** Operations

AUTHORIZED BY: William McDermott **CONTACT:** John Metsopoulos **EXT:** 7133

MOTION/RECOMMENDATION:

1. Adopt a resolution designating unincorporated areas of Seminole County within the US 17-92 Community Redevelopment Agency (CRA), a Brownfield/SEED (Seminole Economic Enhancement District) Area for the purpose of environmental rehabilitation and economic development; or
2. Deny a resolution designating unincorporated areas of Seminole County within the US 17-92 Community Redevelopment Agency (CRA), a Brownfield/SEED (Seminole Economic Enhancement District) Area for the purpose of environmental rehabilitation and economic development; or
3. Continue the item to a time and date certain.

District 2 Michael McLean
District 4 Carlton D. Henley John Metsopoulos
District 5 Brenda Carey

BACKGROUND:

Brownfield/SEED Area designations are governed by the criteria within Florida Statutes (F.S.) Section 376.80. In accordance with F.S. 376.80, a Brownfield/SEED area designation must be sought from the local government with jurisdiction over the site. State Law provides further criteria that the local government must consider in its decision to designate a Brownfield/SEED area. These criteria are addressed below, as well as in the attached resolution.

In accordance with Florida Statutes 376.80(2)(a) only one hearing is required when the site is within a designated CRA.

1. A Brownfield/SEED area designation provides the property owners within the US 17-92 CRA access to numerous opportunities for financial assistance from the State's Brownfield/SEED Redevelopment Program to rehabilitate the area.

2. The Brownfield/SEED area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.

3. The Brownfield/SEED area depicted in Exhibit A is focused to a limited geographic

area corresponding to the US 17-92 CRA.

4. The rehabilitation and economic development of the Brownfield/SEED area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the area.

5. The redevelopment of the proposed Brownfield/SEED area is consistent with the Seminole County Comprehensive Plan and is permittable under the County's land development code.

6. Proper notice of the proposed Brownfield/SEED area has been provided to neighbors and nearby residents and has been published in the newspaper.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a resolution designating unincorporated areas of Seminole County within the US 17-92 Community Redevelopment Agency (CRA), a Brownfield/SEED (Seminole Economic Enhancement District) Area for the purpose of environmental rehabilitation and economic development.

ATTACHMENTS:

1. Resolution
2. Location Map
3. RPA Board Minutes

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

RESOLUTION NO. 2008-R _____ SEMINOLE COUNTY, FLORIDA

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, MAKING FINDINGS; DESIGNATING THE UNINCORPORATED LANDS WITHIN THE US 17-92 COMMUNITY REDEVELOPMENT AREA (CRA) AS A BROWNFIELD/SEMINOLE ECONOMIC ENHANCEMENT DISTRICT (SEED) AREA FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Sections 376.77 - 376.85, Florida Statutes for the designation by resolution, at the request of the county, of one or more parcels as a "Brownfield Area", and for the corresponding provision of environmental rehabilitation and economic development; and

WHEREAS, The Board of County Commissioners has requested designation as a Brownfield Area within unincorporated lands of the US 17-92 lands depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Board of County Commissioners of Seminole County has reviewed the requirements for Brownfield Area designation, as specified in Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b), and has determined that the proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b) have been met:

1. The Brownfield Area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.

2. The Brownfield Area depicted in Exhibit A is focused to a limited geographic area corresponding to the US 17-92 CRA.

3. The rehabilitation and economic development of the Brownfield Area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the area.

4. The rehabilitation and redevelopment of the Brownfield Area will result in economic production in the area.

5. The redevelopment of the proposed Brownfield Area is consistent with the Seminole County Comprehensive Plan and is a permittable use under the County's land development code.

6. Proper notice of the proposed designation of the Brownfield Area has been provided to neighbors and nearby residents and published in the newspaper, and those receiving notice will be given the opportunity to provide comments and suggestions about the resolution and;

WHEREAS, Seminole County wishes to notify the Florida Department of Environmental Protection of this designation of Brownfield Area to facilitate environmental rehabilitation and economic development of such area consistent with Florida Statutes Sections 376.77-376.85; and

WHEREAS, the procedures set forth in Subsections 376.80(1) and 376.80(2)(a), Florida Statutes, have been followed, and proper notice has been provided in accord with Section 376.80 and Subsection 125.66(4)(b)(2), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The area depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for environmental rehabilitation and redevelopment purposes per Sections 376.77 through 376.85, Florida Statutes.

Section 2. The County shall notify the Florida Department of Environmental Protection, pursuant to Section 376.80, Florida Statutes, of this Brownfield Area designation.

Section 3. The lands depicted in Exhibit "A", attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for environmental remediation, rehabilitation and economic development in accordance with the intent of the Brownfield Redevelopment Act. However, such designation shall not render Seminole County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(17) and 276.79(18), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownfield site rehabilitation program.

Section 4. The Brownfield Area designation, depicted on Exhibit A, attached hereto and incorporated herein, shall be referred to as the “Seminole Economic Enhancement District”, (S.E.E.D), for the purposes of administering economic development aspects of the Brownfield program.

Section 5. This Resolution shall become effective immediately upon adoption.

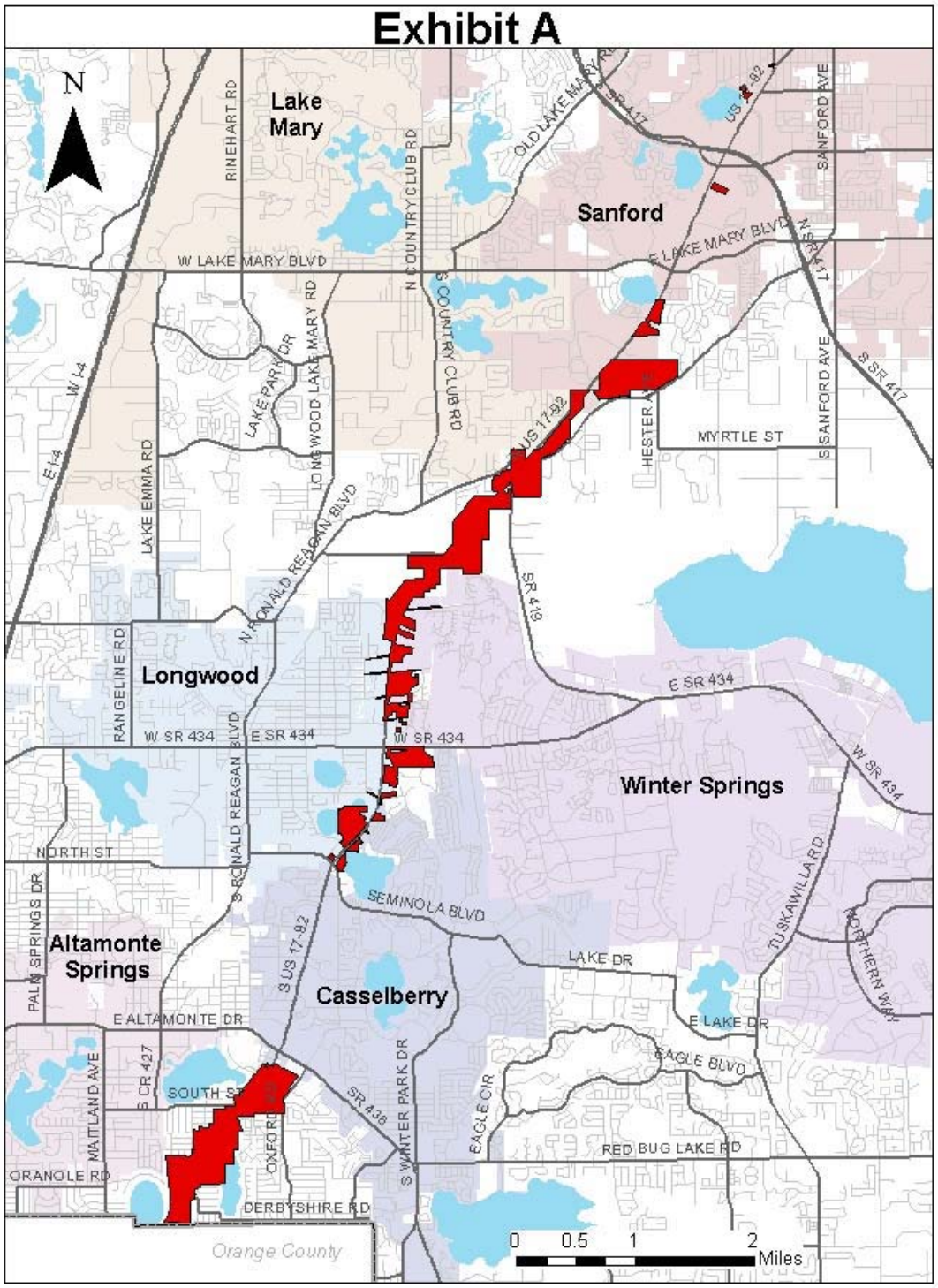
ADOPTED this _____ day of _____ 2008.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY
CHAIRMAN


Exhibit A
N
Lake Mary
Sanford
Longwood
Winter Springs
Altamonte Springs
Casselberry
RINEHART RD
W LAKE MARY BLVD
N COUNTRY CLUB RD
S COUNTRY CLUB RD
OLD LAKE MARY RD
SR 417
US 17-92
SANFORD AVE
E LAKE MARY BLVD
S SR 417
LAKE PARK DR
LONGWOOD LAKE MARY RD
W I-4
E I-4
LAKE EMMA RD
N RONALD REAGAN BLVD
MYRTLE ST
HESTER AVE
SR 419
RANGELINE RD
W SR 434
E SR 434
S RONALD REAGAN BLVD
NORTH ST
PALM SPRINGS DR
SEMINOLA BLVD
S US 17-92
LAKE DR
TUSKAWILLA RD
NORTHERN WAY
E ALTAMONTE DR
E LAKE DR
EAGLE BLVD
S CR 427
MAITLAND AVE
SOUTH ST
SR 436
OXFORD RD
S WINTER PARK DR
EAGLE CIR
RED BUG LAKE RD
ORANOLE RD
DERBYSHIRE RD
Orange County
0 0.5 1 2
Miles

MINUTES OF THE US 17-92 REDEVELOPMENT PLANNING AGENCY
May 17, 2007
Public Safety Building

PRESENT:

Commissioner Bob Dallari	Seminole County
Commissioner Randy Jones	City of Sanford
Commissioner Susan Doerner	City of Casselberry
Juan Omana	City of Lake Mary
Commissioner Robert Miller	City of Winter Springs
Jerry McCollum	Seminole County
Kevin Fall	Seminole County
William McDermott	Seminole County
John Metsopoulos	Seminole County
Terry Winn	Seminole County
Antonia Gerli	City of Sanford
Shani Beach	Seminole County
Tom Tomerlin	Seminole County
Brooke Bonnett	City of Orlando
Tom Pratt	Bob Dance

Commissioner Dallari called the meeting to order at 8:40am. Commissioner Dallari requested that everyone introduce themselves, introductions were made. First item on the agenda was approval of minutes from last meeting. Commissioner Doerner moved to approve Commissioner Jones seconded the motion and the minutes were approved unanimously.

Commissioner Dallari moved to the next item on the agenda, a vote to peruse the Brownfield designation. Commissioner Dallari skipped that item and moved forward with the introduction of the new CRA Program Manager John Metsopoulos. Bill McDermott introduced Mr. Metsopoulos and provided his background information. Mr. Metsopoulos stated that he is happy to be on board. Commissioner Dallari then moved onto the next item which was a presentation from Brook Bonnet with the City of Orlando on their experience with Brownfields. Ms. Bonnett passed out a map of their Orlando Economic Enhancement District and provided an overview of the program. She explained that under Mayor Hood's leadership the Orlando Economic Development Department pursued a Brownfield designation in their downtown CRA district and have continued under Mayor Dyer's direction. She explained how Orlando has gone through four expansions since beginning the program; beginning with about fifteen properties located very close to city hall. Ms. Bonnett spoke about identifying the program as the Orlando Economic Enhancement District rather than the Brownfield district to avoid the negative condemnation associated with the title Brownfield. Ms. Bonnett stated that the City of Orlando worked with George Houston on the title change and that it was an easy process. She explained the reasons why the Economic Development staff with the City of Orlando pursued the Brownfield designation and how it provided additional resources to property

owners and potential developers. Ms. Bonnett demonstrated on her map the four expansions of the Orlando Economic Enhancement District. Commissioner Doerner asked if the area had to be continuous and the answer was no. Ms. Bonnett explained the process for designating a Brownfield area and explained how property owners in the Orlando Economic Enhancement District are benefiting. She also explained the challenges associated with the program and how the city handled any issues. Ms. Bonnett detailed the four expansions, the reasons for the expansions and the process for excluding properties. Ms. Bonnett stated that the primary focus and reason for the Economic Enhancement District is now job creation and workforce housing. She talked about the lack of workforce and affordable housing in Orlando and how the Brownfield program offers incentives to build workforce housing. Commissioner Dallari asked if Orlando encountered any political opposition to the program and Ms. Bonnett said there was not. Mr. Metsopoulos asked for clarification on the workforce housing incentive and there was some discussion related to the benefits and financial advantages of constructing workforce housing in a Brownfield area. Commissioner Dallari inquired about the definition of what is considered workforce housing in terms of cost. Ms. Bonnett stated that the amount is determined by the state and that Mr. Houston could help with developing a matrix. Mr. Tomerlin asked for clarification on the definition of workforce housing, Ms. Bonnett repeated that the guidelines established by the state. Commissioner Miller inquired about the possibility of designating a percentage of the workforce housing for civil service employees. Ms. Bonnett stated that several of the Orange County Commissioners had made the same inquiry and that their county attorney advised against it. There was some discussion related to different incentives available to employees of different municipalities for housing. Ms. Bonnet recapped the process for declaring a Brownfield site and stated again how helpful Mr. Houston was in the process. She also stated that the process was not very staff intensive. Commissioner Dallari asked if anyone had questions, Mr. Omana inquired if any information was available on line; Ms. Bonnett referred him to the FDEP web site. There was more discussion related to the difficulty of receiving reimbursement from the state. Ms. Bonnett stated that although there is a process to follow she is not aware of anyone having difficulty. Commissioner Dallari thanked Ms. Bonnett for attending. Mr. Mc Dermott then discussed a flyer that staff developed to promote the SEED program. Mr. Mc Dermott passed out the flyer and an action plan for pursuing the Brownfield designation. The first item on the action plan was the flyer, Ms. Beach explained the intent of the flyer and the asked the RPA members to review and discuss changes. The RPA members discussed some recommended changes. It was recommended that Ed staff meet with all of the elected officials as well as city staff located within the CRA. Ms. Beach stated that the ED staff is planning to meet with all of the city administrators as well as elected officials. Commissioner Dallari recapped the action items and asked if the members of the board were ok with the identified items there were no objections. Commissioner Dallari requested a timeline from ED staff, Mr. McDermott agreed and stated that he would like to have everything complete by the end of the year and that staff will have a timeline at the next meeting. Commissioner Dallari asked for a consensus among the RPA members to move forward with the Brownfield designation and it was agreed that ED staff will start moving forward with the identified action items.

Commissioner Dallari then moved to the next item which was a presentation from Tom Tomerlin on mixed land use. Mr. Tomerlin stated that in accordance with the Glatting Jackson plan that was adopted by the CRA, he is moving forward with creating a new land use designation to allow for mixed use projects along 17-92. He discussed the incentives available for workforce housing and the need for building heights. He explained that the dominate land use along 17-92 is currently commercial and that he is working to change that to allow for more residential. Mr. Tomerlin discussed the need for Seminole County as well as the cities along the corridor to make changes to their land use in order to work toward implementing the Glatting Jackson action plans. Mr. Tomerlin discussed the City of Altamonte and their creativity in different land uses to allow for mixed development. Commissioner Doerner asked for clarification on where the land use changes would occur and if they would encompass the entire corridor. Commissioner Doerner expressed concerns related to county owned parcels increasing height next to city owned parcels that did not. Commissioner Jones spoke about how the City of Sanford dealt with that issue by creating transition areas. Mr. Tomerlin then discussed the creation of a working group comprised of county and city staff to designate the land use changes. Commissioner Doerner expressed concerns related to workforce housing in Casselberry, she stated that Casselberry has quite a bit of workforce housing and is more interested in pursuing higher end development. Mr. Tomerlin stated that the purpose of the land use change is not specific to workforce housing and that each city would have the option of additional incentives for workforce housing if they choose. Commissioner Dallari asked Mr. Tomerlin what he would like to see come out of this meeting. Mr. Tomerlin stated that he would like to have a working group established to create the language necessary for the land use change. Commissioner Dallari volunteered for the working group, as did Commissioner Jones and John Omana. It was decided that a working group would be established and any decisions related to land use changes would be brought to the RPA for approval.

Mr. Tom Pratt a representative from Bob Dance Dodge then spoke up about a parcel that Bob Dance Dodge would like to sell. The parcel has been designated wet lands by the Department of Environmental Protection and therefore is not able to be developed. Mr. Pratt stated that Chairman Henley recommend that he approach the RPA for assistance. Mr. Pratt explained that since the expansion of Ronald Regan Blvd. the parcel has been drained and is no longer wet however; DEP is quoting $420,000.00 an acre to mitigate. Commissioner Dallari asked if he has approached DEP and asked them to re-delineate the wet lands. Mr. Pratt stated that he has been unsuccessful in dealing with DEP and that Chairman Henley had suggested he contact the RPA for assistance. Commissioner Dallari explained the role of the RPA and asked Mr. Pratt what type of assistance he is looking for. Mr. Pratt indicated that he would like support from the RPA in getting DEP to reconsider the wetlands designation. Mr. Omana stated that the RPA has no jurisdiction over DEP. Commissioner Dallari asked Mr. McDermott if he has any suggestions. Mr. McDermott stated that while he understands Mr. Pratt's frustration there is nothing that our office can do. Commissioner Dallari suggested that Mr. Pratt ask Chairman Henley to contact someone at St. John's River Water Management for assistance. Commissioner Dallari suggested that Mr. Pratt have his engineering firm look into the re-delineation of the wetlands. Mr. Pratt then inquired about the possibility of getting the parcel declared a

Brownfield. Commissioner Dallari stated that he should contact Mr. Metsopoulos for assistance and in the future work with ED staff if he would like to be on the agenda for RPA meetings.

Commissioner Dallari moved on to the next item on the agenda item which was the application form. Ms. Beach inquired if the RPA members had looked it over and asked if they had any changes or questions related to the application. Ms. Beach assured the members of the board that the application was a tool and will not affect the level of service that the ED staff offers. Ms. Beach also stated that the ED staff has been working in partnership with the Property Appraiser's office to develop a return on investment assessment for potential projects. Commissioner Dallari suggested a numbering system on the application possibly a month or date configuration. Mr. Tomerlin suggested a points system, it was decided that a criteria would have to be established. Commissioner Dallari suggested that staff include that on the work session agenda. Mr. McDermott also mentioned including an extra incentive for green Buildings. The RPA all agreed that that extra incentives for green buildings was a good idea.

Mr. Metsopoulos provided the project update, the old Gino's Italian restaurant has been purchased and the ED staff has been in discussions with the new owner who will be converting it to a Patio Grill. Commissioner Jones stated that the City of Sanford was in the process of having the building demolished so any consideration from the board would be greatly appreciated. Mr. Metsopoulos talked about a meeting he had with Scott Redmon related to his green building coming to Fern Park; Mr. Redmon will be working with ED staff to develop a project proposal centered on the cost of a green building as opposed to a regular building. Commissioner Dallari asked if Mr. Redmon was planning to pursue LEED certification, Mr. Metsopoulos did not know but said that he would find out. Ms. Beach talked about a meeting that the ED staff had with Mr. Scott Wright who purchased the old Heleig Myers Building she stated that Mr. Wright owns several parcels on 17-92 and is interested in partnering with the RPA to redevelop his property. Mr. McDermott mentioned that the old K- Mart is in the process of being demolished. There was some discussion related to the type of Lowes that will be built. Commissioner Doerner stated that she is very unhappy with the basic Lowes that will be constructed and she views it as a missed opportunity. Commissioner Doerner also expressed her frustration with some of the businesses along 17-92 who are not in compliance with their landscaping. Mr. Metsopoulos stated that Ed staff will look into that issue. The RPA also discussed the need for design standards along the corridor.

Commissioner Jones stated that he is working with DOT to add a third lane on 17-92 close to Airport Blvd. he also talked about installing a closed drainage system and landscaping similar to Fern Park to create consistency along the corridor. Commissioner Dallari requested that Commissioner Jones get the information to Mr. Metsopoulos and that he will coordinate with Jerry McCollum and put the item on the agenda for discussion at the next meeting.
There was no further discussion and the meeting was adjourned.