

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, SEPTEMBER 23, 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 month of October as “National Disabilities Awareness Month” in Seminole County.

Recess as the Board of County Commissioners and convene as the U.S. Highway 17-92 Community Redevelopment Agency.

2. Adopt CRA Resolution to establish the FY 2008/09 budget for the U.S. Highway 17-92 Community Redevelopment Agency. (William McDermott)

Adjourn as the U.S. Highway 17-92 Community Redevelopment Agency and reconvene as the Board of County Commissioners.

Consent Agenda

County Manager’s Consent Agenda (Items No. 3 - 22)

Administrative Services

Purchasing and Contracts

3. Approve the assignment of PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project from TEK Science & Engineering, Inc., Winter Park, Florida to Woolpert, Inc., Orlando, Florida. (Ray Hooper)
4. Approve ranking list and authorize staff to negotiate rates for PS-3306-08/JVP - Construction Engineering and Inspection Services for Lake Emma Road with HDR Engineering, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement). (Ray Hooper)

5. Approve ranking list and authorize staff to negotiate rates for PS-3615-08/RTB - Design Services for Communication Tower Repair and Replacement with KPFF Consulting Engineers of Seattle, Washington, and Paul J. Ford and Company of Orlando, FL (Estimated Usage Amount of \$500,000.00 over the term of the Agreement). (Ray Hooper)
6. Approve an increase to the Board approved Estimated Annual Usage for PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection Master Agreement by an additional \$100,000.00 per year. (Ray Hooper)
7. Waive the procurement process, approve the negotiated fee and award M-600514-08/TLR - Federal Legislative and Governmental Liaison Services to Alcalde & Fay of Arlington, Virginia, in the amount of \$72,000.00 per year. (Ray Hooper)

Support Services

8. Authorize the Board of County Commissioners to approve the renewal of the Group Health Insurance policy with Blue Cross Blue Shield of Florida for the period beginning January 1, 2009, through December 31, 2009, with a 6.35% rate increase with no benefit changes. (Meloney Lung)
9. Approve and authorize the Chairman to execute a parking agreement with the U.S. Department of Agriculture for parking at the Seminole County Criminal Justice Center during an impending hurricane or a declaration of a state of emergency. (Meloney Lung)

Community Services

Administration – Community Services

10. Approval and authorization for the Board of County Commissioners to adopt the Seminole County Health Department Fee Resolution to update the Administrative Code. (Joe Forte)
11. Approval of the FY 2008/2009 contract between the State of Florida Department of Health and Seminole County and authorization for the Chairman of the Board of County Commissioners to execute the contract in the amount of \$856,104.00. (Joe Forte)

CDBG

12. Approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008. District 2 – McLean (Robert Heenan)

Community Assistance

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

Environmental Services

Planning, Engineering & Inspections

14. Acceptance of a Utility Easement granted by the Seminole County Port Authority for the replacement of a potable water main. District 5 - Carey (Dennis Westrick)

Fiscal Services

Budget

15. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-97 through various Funds in the amount of \$974,444.00 to cancel appropriations from the Hazard Mitigation-Wind Retrofit Grant Fund and transfer balances of cash matches provided by the General Fund and Fire Protection Fund. (Lin Polk)

Leisure Services

Parks and Recreation

16. Approve the implementation of the Leisure Services Department, Scholarship Seminole Program; authorize the Leisure Services Department Director to make appropriate participant fee adjustments in accordance with Scholarship Seminole Program guidelines; and further authorize the Leisure Services Director to enter into Scholarship Seminole Program Agreements with qualified participants in accordance with Scholarship Seminole Program guidelines as defined. (Joe Abel)

Planning and Development

Development Review

17. Approve and authorize the Chairman to execute a Resolution to vacate and abandon the west 1.5 feet portion of the platted utility easement located at the east property line of lot 44, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93 and 94 in Section 22, Township 21 S, Range 30 E, and further described as 867 Copperfield Terrace. (Jason Aspinwall) District 1 - Dallari (Alan Willis)

Public Works

Engineering

18. Approve and authorize the Chairman to execute a Joint Facilities Agreement between the City of Casselberry and Seminole County in conjunction with the Anchor Road Drainage Improvement Project (Capital Improvement Project #00209102). District 4 - Henley (Jerry McCollum)
19. Approve and authorize the Chairman to execute an Extension to a Cost Share Agreement in conjunction with Contract #SJ456AA between the St. Johns River Water Management District and Seminole County for the Lake Monroe Restoration - Midway Regional Stormwater Facility Project. District 5 - Carey (Jerry McCollum)
20. Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation relating to reimbursement funding for the construction of the Fernwood Boulevard Safety Improvements (FDOT FPN: 419690-1-58-01). District 4 - Henley (Jerry McCollum)

21. Approve and authorize the Chairman to execute an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) between Seminole County and the University of Central Florida (UCF). (Jerry McCollum)

Traffic Engineering

22. Approve and authorize the Chairman to execute the Signage Agreement between Seminole County, and Copperfield Homeowners Association of Seminole County, Inc. District 1 - Dallari (Melonie Barrington)

Constitutional Officers Consent Agenda (Item No. 23) Clerk's Office (Maryanne Morse, Clerk of the Court)

23. Approval of Expenditure Approval Lists dated August 25 & September 2, 2008; and Payroll Approval List dated August 21, 2008; Approval of BCC Minutes dated August 26, 2008; Clerk's "Received and Filed" – for information only. (Dave Godwin)

Regular Agenda

24. **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)

County Attorney Briefing

County Manager's Briefing

25. **Budget Amendment Status Report FY 2007/08** – Information briefing. (Lin Polk)

- **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:

26. **Appeal** - Board of Adjustment decision for a special exception request to establish a retail tire service automotive garage in PUD (Planned Unit Development) zoning district, located at the corner of Red Bug Lake Road and Pine Bluff Place (Rich Sommer) District 1 - Dallari (Joy Williams)

27. **Ordinance** - For a Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial) for approximately 0.29 acres, located at the northeast corner of the intersection of CR 427 and Merritt Street. (Khurshid Ahmed) District 4 - Henley (Austin Watkins)
28. **Ordinance to Rezone** – Approximately 3.88 acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road, from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling). (Kimberly Bowles) District 3 - Van Der Weide (Austin Watkins)

Chairman's Report

District Commissioner's/Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

- **Recess BCC Meeting until 7:00 P.M.**
 - **Reconvene BCC Meeting at 7:00 P.M.**
-

Public Hearings:

29. **Final Millage and Budget Fiscal year 2008/09** – Adoption of the final millage rates for fiscal year 2008/09; and Adoption of the final budget for all funds for fiscal year 2008/09. (Lisa Spriggs) ***Information forthcoming***

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

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF SEPTEMBER, A.D., 2008.

WHEREAS, the Disability Advisory Council wishes to enhance awareness throughout Seminole County for individuals with disabilities, while supporting efforts to eliminate barriers to access and to workforce entry; and

WHEREAS, the vision of the Disability Advisory Council is a community where individuals with disabilities empowered with choice, dignity, personal preferences, independence, and individual strengths are acknowledged and valued; and

WHEREAS, structural and attitudinal barriers that continue to exclude persons with disabilities from access, employment, and natural environments are still present; and

WHEREAS, the Seminole County Disability Advisory Council requests that Seminole County take part in National Disability Awareness Month for the month of October.

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Board of County Commissioners of Seminole County, Florida, do hereby proclaim the month of October, 2008, to be "National Disability Awareness Month" in Seminole County.

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

ADOPTED this 23rd 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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: US 17-92 Community Redevelopment Agency FY08/09 Budget

DEPARTMENT: Economic Development

DIVISION: Community Redevelopment Agency

AUTHORIZED BY: William McDermott

CONTACT: John Metsopolous

EXT: 7133

MOTION/RECOMMENDATION:

Adopt CRA Resolution to establish the FY 2008/09 budget for the US 17-92 Community Redevelopment Agency.

County-wide

William McDermott

BACKGROUND:

Section 189.418(3) of the Florida Statutes requires that the governing body of each special district adopt a budget by resolution each fiscal year.

The FY 2008/2009 budget of the US 17-92 Community Redevelopment Agency (17-92 CRA) is presented within the attached documents and is contained within the county-wide budget. The 17-92 CRA is accounted for as a special revenue fund within the financial statements of Seminole County Government. The budget has been prepared and presented in accordance with generally accepted accounting principles and in compliance with the provisions of Section 189.418, Florida Statutes.

The total budget for the 17-92 CRA for the fiscal year 2008/2009 is \$8,315,611.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to Adopt the CRA Resolution to establish the annual fiscal year 2008/2009 budget for the US 17-92 Community Redevelopment Agency.

ATTACHMENTS:

1. US 17-92 CRA Budget Document
2. Resolution

Additionally Reviewed By:

County Attorney Review (Ann Colby)

Object Code Expenditure Amended Budget Summary Report by Fund, Account Major

Seminole County Government

FY 2008/09

	FY 2006 Actual	FY 2007 Actual	FY 2008 Adopted	FY 2008 Amended	FY 2008 YTD	FY 2009 Approved	FY 2009 Request
13300 17/92 Redevelopment Fund							
10 Personal Services							
510120 Full-time Regular Salaries	65,302	71,748	71,635	71,635	54,356	71,635	124,531
510130 Other Personal Services	0	0	0	0	8,054	0	0
510150 Special Pay	0	0	0	0	0	0	939
510210 Social Security Matching	4,934	5,474	5,480	5,480	4,708	5,754	9,980
510220 Retirement Contributions	5,420	7,067	7,056	7,056	5,234	8,086	13,641
510230 Health And Life Insurance	4,715	3,849	5,863	5,863	3,820	6,159	11,948
510240 Workers Compensation	562	585	616	616	0	647	640
510900 Salary Adjustment Increase	0	0	0	0	0	3,582	4,981
10 Personal Services	80,934	88,723	90,650	90,650	76,171	95,863	166,660
30 Operating Expenditures							
530310 Professional Services	380,572	33,600	40,000	40,000	0	0	20,000
530400 Travel And Per Diem	0	0	0	0	0	0	6,500
530420 Transportation	0	0	0	0	0	0	75
530470 Printing And Binding	0	0	0	0	0	0	500
530490 Other Charges/Obligations	0	0	0	0	15,016	0	2,175
530499 Other Chgs/Ob-Contingency	0	0	0	0	0	0	20,000
530510 Office Supplies	0	0	0	0	0	0	1,250
530520 Operating Supplies	0	0	0	0	0	0	500
530540 Books, Dues Publications	0	0	0	0	0	0	1,000
30 Operating Expenditures	380,572	33,600	40,000	40,000	15,016	0	52,000
60 Capital Outlay							
560670 Roads	0	23,621	0	1,385,511	1,318,409	0	0
60 Capital Outlay	0	23,621	0	1,385,511	1,318,409	0	0
80 Grants & Aids							
580811 Aid To Governmental Agencies	1,960	1,880	235,000	235,000	0	0	0
580821 Aid To Private Organizations	36,025	142,800	434,734	571,374	253,574	0	0
80 Grants & Aids	37,985	144,680	669,734	806,374	253,574	0	0
90 Other Uses							
599998 Reserve-Contingencies	0	0	4,383,098	5,799,084	0	6,803,762	8,096,951
90 Other Uses	0	0	4,383,098	5,799,084	0	6,803,762	8,096,951
13300 17/92 Redevelopment Fund	499,491	290,625	5,183,482	8,121,619	1,663,169.77	6,899,625	8,315,611
Report Total	499,491	290,625	5,183,482	8,121,619	1,663,170	6,899,625	8,315,611

THE FOLLOWING RESOLUTION WAS ADOPTED AT A SPECIAL MEETING OF THE US 17-92 COMMUNITY REDEVELOPMENT AGENCY ON THE 23RD DAY OF SEPTEMBER, 2008.

WHEREAS, the US 17-92 Community Redevelopment Agency is a dependent special district established in 1997 in accordance with Chapter 189 of the Florida Statutes; and

WHEREAS, the Seminole County Board of County Commissioners serves as the governing body of the US 17-92 Community Redevelopment Agency; and

WHEREAS, the proposed annual fiscal year 2008/2009 budget of the US 17-92 Community Redevelopment Agency has been prepared and presented in accordance with generally accepted accounting principles and the provisions contained in Section 189.418, Florida Statutes, and is contained within the general budget of Seminole County, Florida; and

WHEREAS, the proposed annual fiscal year 2008/2009 budget for the US 17-92 Community Redevelopment Agency reflects a balanced budget in that the total amount available from taxation and other sources, including amounts carried over from prior fiscal years, equals the total of appropriations for expenditures and reserves; and

WHEREAS, Section 189.418(3) of the Florida Statutes requires that the governing body of each special district adopt a budget by resolution each fiscal year.

NOW, THEREFORE, BE IT RESOLVED by the US 17-92 Community Redevelopment Agency that:

The US 17-92 Community Redevelopment Agency adopts this resolution to approve and adopt the annual fiscal year 2008-2009 budget for the US 17-92 Community Redevelopment Agency as presented and contained within the proposed general budget of Seminole County, Florida for fiscal year 2008-2009.

US 17-92 COMMUNITY REDEVELOPMENT AGENCY

ATTEST:

By: _____
BRENDA CAREY, Chairman

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assignment of PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve the assignment of PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project from TEK Science & Engineering, Inc., Winter Park, Florida to Woolpert, Inc., Orlando, Florida.

County-wide

Ray Hooper

BACKGROUND:

PS-0709-06/BLH provides the services of a professional engineering consultant in connection with the design and permitting of a regional stormwater facility (RSF) on the County parcel prior to its discharge into Lake Howell.

TEK Science & Engineering, Inc. of Winter Park, Florida, has been purchased by Woolpert, Inc., of Orlando, Florida, and Woolpert has agreed to take over this Agreement with the same terms and conditions as awarded by the Board on June 13, 2006. The attached backup documentation includes a copy of the letter from Woolpert dated June 15, 2008.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the assignment of PS-0709-06/BLH - Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project from TEK Science & Engineering, Inc., Winter Park, Florida to Woolpert, Inc., Orlando, Florida.

ATTACHMENTS:

1. PS-0709-06_BLH - Backup Documentation
2. PS-0709-06_BLH - Assignment (Woolpert)

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Ann Colby)</p>
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June 15, 2008

Seminole County
Purchasing Division
1101 E. 1st Street, Room 3208
Sanford, Florida 32771



WOOLPERT, INC.

11315 Corporate Blvd. Ste. 115

Orlando, Florida 32817-8340

407-381-2192

Fax: 407-394-1165

www.woolpert.com

**RE: Contract No. PS 0709-06/BLH
Engineering and Design Services Agreement
Howell Creek Basin/Red Bug Lake Road
Regional Stormwater Facility Project**

To Whom It May Concern:

I am writing to request the assignment of the remaining services on the Contract referenced above with TEK Science and Engineering, Inc. to Woolpert, Inc as well as new tasks/work orders that would be initiated under those contracts. On April 18, 2008, Woolpert purchased a majority of the assets of TEK and the former employees of TEK have transitioned to Woolpert.

With over 800 staff, Woolpert provides a wide variety of services to our clients ranging from architectural, engineering, and surveying to aerial photography/mapping and GIS/IT services. Although Woolpert is a national firm, Woolpert has a strong presence in Florida with offices in Orlando and Miami and approximately 60 staff between the two offices. As such, Woolpert can provide the convenience of a local firm with the depth of experience of a national firm. At your convenience, please check out Woolpert's website at www.woolpert.com to learn more about Woolpert.

Upon your consent, Woolpert agrees to perform the remaining services in accordance with the terms and conditions of the Contracts. If you are in agreement with the assignment of the remaining services on the Contracts, please indicate your acceptance below. If a more formal assignment process is required, please provide the necessary forms for us to complete and return.

Should you need any additional information, please do not hesitate to contact me at 407.381.4208 or rex.cowden@woolpert.com.

Sincerely,

WOOLPERT, INC.

Rex Cowden
Senior Vice President

Copy: Jeff Earhart, P.E.

I approve the assignment of the remaining services on the contracts identified above to Woolpert, Inc.

SEMINOLE COUNTY

Signature of Authorized Representative

Printed Name

Date



Science & Engineering Corporation

July 15, 2008

Seminole County
Purchasing Division
1101 E. 1st. Street, Room 3208
Sanford, Florida 32771

RE: Contract No. PS-0709-06/BLH
Engineering and Design Services Agreement Howell Creek Basin/Red Bud Lake Road
Regional Stormwater Facility Project

To Whom It May Concern:

I am writing to confirm that a majority of the assets of TEK Science and Engineering, Inc. were purchased by Woolpert, Inc. on or about April 18th 2008. In addition, the employees of TEK Science and Engineering transitioned to Woolpert, Inc. As a result, TEK's project management staff, supervision, and client service staff, including myself will continue to work on completion of the projects upon consent of the assignment of the remaining services under the contracts to Woolpert.

A separate request from Woolpert, Inc. shall be submitted to Seminole County to request the assignment of the remaining services of Contract No. PS-0709-06/BLH as well as any new task/work orders under those contracts. By this letter, TEK Science and Engineering hereby consents to such assignment to Woolpert upon approval by the County

Should you need additional information, please let me know.

Sincerely,
TEK Science and Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Jeffrey J. Earhart'.

Jeffrey J. Earhart, PE
(Former Vice President of TEK Science and Engineering, Inc.)

Cc: Rex Cowden
Woolpert, Inc.

3006 Moss Valley Place, Winter Park, Florida 32792
(407) 677-1012 ♦ Cell (407) 267-8905

**ASSIGNMENT OF ENGINEERING STUDY AND DESIGN SERVICES AGREEMENT
HOWELL CREEK BASIN/RED BUG LAKE ROAD
REGIONAL STORMWATER FACILITY PROJECT
(PS-0709-06/BLH)**

THIS ASSIGNMENT is made and entered into this _____ day of _____, 20___, by and between **TEK SCIENCE AND ENGINEERING, INC.**, whose address is 3006 Moss Valley Place, Winter Park, Florida 32792, hereinafter called "ASSIGNOR", **WOOLPERT, INC.**, whose address is 11315 Corporate Blvd., Suite 115, Orlando, Florida 32817-8340, hereinafter called "ASSIGNEE," 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 and ASSIGNOR entered into an Engineering Study and Design Services Agreement (PS-0709-06/BLH) on July 11, 2006, whereby ASSIGNOR agreed to administer an engineering study and design for the Howell Creek Basin/Red Bug Lake Regional Stormwater Facility Project in Seminole County; and

WHEREAS, ASSIGNOR, as of April 18, 2008, was purchased by the ASSIGNEE and wishes to assign the rights and responsibilities under the above-mentioned Agreement; and

WHEREAS, both majority shareholders and executives of ASSIGNOR and ASSIGNEE desire this assignment; and

WHEREAS, Section 16 of the July 11, 2006 Agreement requires that the Agreement not be assigned by the parties without prior written

consent of the other party, and in such cases, only by a document of equal dignity therewith; and

WHEREAS, COUNTY, ASSIGNOR and ASSIGNEE all feel that assignment of this Agreement to ASSIGNEE will best serve the needs of all parties,

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

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated July 11, 2006, for administration of engineering and design study for the Howell Creek Basin/Red Bug Lake Road Regional Stormwater Facility Project (PS-0709-06/BLH) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions  that Agreement dated July 11, 2006 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated July 11, 2006.

(Signature Page Follows)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-3306-08/JVP - Construction Engineering and Inspection Services for Lake Emma Road

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Approve ranking list and authorize staff to negotiate rates for PS-3306-08/JVP - Construction Engineering and Inspection Services for Lake Emma Road with HDR Engineering, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-3306-08/JVP will provide Construction Engineering and Inspection Services for Lake Emma Road services including, but not limited to, administering the construction contract to determine that the project is in reasonable conformity with the plans, specifications and contract provisions, as described in the detailed Scope of Services.

The project was publicly advertised and the County received eighteen (18) submittals (listed alphabetically):

- A2 Group, Inc.
- Bermello Ajamil & Partners, Inc.
- Bergmann Associates
- CPH Engineers, Inc.
- Dick Corporation
- DMJM Harris
- DRMP, Inc.
- Earth Tech Consulting, Inc.
- Eisman & Russo, Inc.
- GFA International, Inc.
- HDR Construction Control Corp.
- KCCS, Inc.
- PB Americas, Inc.
- PBS&J
- PSI
- Reynolds, Smith and Hills Inc.
- SAI Consulting Engineers, Inc.
- Wilbur Smith Associates, Inc.

The Evaluation Committee, which consisted of Steve Douglas, Principal Engineer; William Glennon, Principal Engineer; Antoine Khoury, Principal Engineer; Jerry McCollum, County Engineer; and Gary Johnson, Public Works Director, all from the Public Works Engineering

Division, evaluated the submittals and agreed to shortlist three (3) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Project Understanding of the Critical Issues related to the project construction
- Past Performance
- Experience of CEI Firm and Team
- Cost saving ideas on traditional CEI cost
- Similar Project Experience

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

1. HDR Engineering
2. Earthtech
3. PBS&J

Staff will return to present the final negotiated rates and the Award Agreement for approval and execution by the Board. Authorization for the performance of services by the Consultant under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for this project-specific Master Agreement, and funded within approved budget amounts. Funds are identified in Engineering; Roads (Account #077515.560670, CIP #00054101) and North Collector Projects; Roads (Account #077522.560670, CIP #00054101).

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-3306-08/JVP - Construction Engineering and Inspection Services for Lake Emma Road with HDR Engineering, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-3306-08_JVP-Backup Documentation

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

PS NUMBER: PS-3306-08/JVP

PS TITLE : CEI Services for Lake Emma Road

DATE: June 4, 2008 TIME: 2:00 P.M.

<p>RESPONSE -1- A2 Group, Inc 4303 Vineland Road, Ste F3 Orlando, FL 32811</p> <p>Sandra Perez (407) 447-5610 – Phone (407) 447-5659 - Fax</p>	<p>RESPONSE -2- Bermello Ajamil & Partners, Inc. 315 E Robinson St., Ste 570 Orlando, FL 32801</p> <p>Gus Quesada, P.E. (407) 210-6620 – Phone (407) 650-0455 – Fax</p>	<p>RESPONSE -3- Bergmann Associates 8653 Baypine Rd., Ste 100 Jacksonville, FL 32256</p> <p>James S. Daniel, P.E. (904) 363-3133 – Phone (904) 363-3203 - Fax</p>	<p>RESPONSE -4- CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771</p> <p>David A. Gierach, P.E., Pres. (407) 322-6841 – Phone (407) 330-0639 – Fax</p>
<p>RESPONSE -5- Dick Corporation 375 Douglas Ave., Ste 2002 Altamonte Springs, FL 32714</p> <p>Daniel P. Sokal (407) 865-5677 – Phone (407) 862-5170 – Fax</p>	<p>RESPONSE -6- DMJM Harris 20 N. Orange Ave., Ste 407 Orlando, FL 32801</p> <p>Barry Fiandra (407) 246-7112 – Phone (407) 649-7188 – Fax</p>	<p>RESPONSE -7- DRMP, Inc 941 Lake Baldwin Ln Orlando, FL 32814</p> <p>Mark E. Puckett, P.E. (407) 896-0594 – Phone (407) 896-4836 – Fax</p>	<p>RESPONSE -8- Earth Tech Consulting, Inc. 30 S. Keller Rd., Ste 500 Orlando, FL 32810</p> <p>David W. Gorden, P.E. (407) 660-1719 – Phone (407) 660-0250 – Fax</p>
<p>RESPONSE -9- Eisman & Russo, Inc 3361 Rouse Rd., Ste 125 Orlando, FL 32817</p> <p>Antonio J. Mahfoud, P.E. (407) 382-7774 – Phone (407) 382-7723 - Fax</p>	<p>RESPONSE -10- GFA Internation, Inc 1215 Wallace Dr Delray Beach, FL 33444</p> <p>Danny Pridden (561) 347-0070 – Phone (561) 395-5805 - Fax</p>	<p>RESPONSE -11- HDR Construction Control Corp. 315 E. Robinson St., Ste 400 Orlando, FL 32801</p> <p>Larry Sellers (407) 420-4200 – Phone (407) 420-4242 – Fax</p>	<p>RESPONSE -12- KCCS, Inc. 2005 Murcott Drive, Unit E St. Cloud, FL 34771</p> <p>Jason Boulinois, P.E. (407) 891-6855 Phone (407) 891-6955 Fax</p>

RESPONSE -13-	RESPONSE -14-	RESPONSE -15-	RESPONSE -16-
PB Americas, Inc. 100 E. Pine St. Ste. 500 Orlando, FL 32801	PBS & J 482 S. Keller Rd. Orlando, FL 32810-6101	PSI 1748 33 rd Street Orlando, FL 32839	Reynolds, Smith and Hills Inc. 1000 Legion Pl., Ste. 870 Orlando, FL 32801
Meghan Martino (407) 587-7800 – Phone (407) 587-7960 – Fax	Steven W. Martin (407) 647-7275 – Phone (407) 838-1601 – Fax	Jeffrey H.M. Begovich (407) 304-5560– Phone (407) 304-5561– Fax	Douglas D. Geiger (407) 893-5870 – Phone (407) 648-9171 – Fax
RESPONSE -27-	RESPONSE -18-	RESPONSE -	RESPONSE -
SAI Consulting Engineers, Inc. 1350 Penn Ave., Ste. 300 Pittsburgh, PA 15222-4211	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803		
James J. Lombardi (412) 392-8750– Phone (412) 392-8784 – Fax	Adrian B. Share, P.E. (407) 896-5851 – Phone (407) 896-9165 – Fax		BLANK

Tabulated by Jacqui Perry– Posted June 5, 2008 (11AM) updated 11:45AM

Short-listing Evaluation Committee Meeting: July 16, 2008 at 9:30AM
Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773.

Evaluation Criteria:

- Approach to Project and detail plan review (45%)
- Similar Project Experience (15%)
- Project Team Qualifications (15%)
- Innovative Cost Saving Ideas (20%)
- Location of the Firm (5%)

- Regional firms located within the Counties of Brevard, Lake, Orange, Osceola, Seminole and Volusia will receive 5 points.
- Firms Located within the state of Florida will receive 2 points.

Short listed Firms: PBS&J – HDR Construction – Earth Tech (re-posted July 17, 2008 @ 9:35 am)
Presentations: August 20, 2008 1:30pm

Presentation Results: **1. HDR Construction 2. Earth Tech 3. PBS&J** (re-posted August 27,2008)

Board of County Commissioners Agenda Date - Request to Approve Ranking and to Negotiate: **September 23, 2008** (re-posted by B. Hunter on September 3,2008)

Board of County Commissioners Agenda Date – Award: Request to approve rates and award contract: TBD

PRESENTATIONS/INTERVIEWS
PS-3306-08/JVP
Construction and Engineering Inspection (CEI) Services
For Lake Emma Rd

DATE 8/20/2008 **TIME** 01:30 PM Eastern

	Jerry McCollum	W. Glennon	A. Khoury	Steve Douglas	G. Johnson	Total	Ranking
HDR Engineering	3	1	1	1	1	7	1
PBS&J	1	3	3	3	3	13	3
Earthtech	2	2	2	2	2	10	2

We approve the above stated ranking :



Jerry McCollum



W. Glennon



A. Khoury



Steve Douglas



G. Johnson

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: HDR Engineering

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Precon items - walls, entrances, landscaping → videos, photos, aerials MOT - access issues (business/residential)
 Communication - residents, business, website w/ emails - peak hrs - no enclosures
 Utilities (10-12), 2 cities, some relocations done - weekly inspections/reports
 - shallow 30" FM Drainage - 5' SWAMP trust
 Temporary drainage (terrain) Pond 1 - Fire Station
 Pond 6 - access difficult
 Good balance of approach and constructability. (0-40)
 Score 38

Criteria: Past Performance, 20 pts

Dadd Rd - very good "We've already built this job" (similar)
CR 46A - " "
 Score 20
 (0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Excellent team, extensive experience (10yrs together)
 Score 20
 (0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Did not address in presentation - follow-up question.
 Limit staff costs - only what's necessary, limit OT Hdd contractor to scheduled completion
 - restrict weekend work Savings during const. (not CEI)
 - may not have full-time inspection
 Score 7
 (0-10)

Criteria: Approach to Public Involvement,, 10 pts

Website, email, involve residents, business, industrial parks
 Score 7
 (0-10)

Ranking 1

Total Score (0-100) 92

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: PBS&J Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Utilities - Multiple, cities (2), several calls, conversations w/Terry Matthews, utilities
 Environmental - erosion control (add turbidity barrier)
 Drainage - constructability issues, Myrtle Lake Outfall, 30" Rouse line
 Roadway - Longwood Hills Rd base reconstr., signal loops
 Fiber boxes/slack
 Comprehensive detailed review, good teamwork. Not much on overall approach

Score 33
(0-40)

Criteria: Past Performance, 20 pts

SC - Airport Blvd - Ph. 2+3 CR 419 Sidewalk
 Chuluots Crane Strand / Navy Canal

Score 15
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

"Team" effort Palm Bay Rd (FDOT/DS) US 441 - (FDOT/DS)
 Similar projects Airport Blvd Ph. 2+3 US 192 - " "

Score 15
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Const. - eliminate drainage structure S-634 (\$5K) CEI - Part time engineer
 - eliminate gravity wall (\$21K) - combined roles
 - screen wall reconstr. (\$55K) - minimize OT
 - fiber boxes

Score 5
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

Visited corridor, churches Pedestrians from businesses Did not address in presentation
 Flyer w/contact info Team effort follow up question
 Not much detail

Score 5
(0-10)

Ranking 3

Total Score (0-100) 73

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Safety, Claim avoidance. Good project understanding - drainage peds, riddability
8-10 segments, phased drainage, utility work MOT - school bus stops, side streets
Environmental - pond excavation, gopher tortoises
Utility Relocations - overhead & underground
Issues - Ponds, plastic mat., ~~green walls~~ green walls

Comprehensive - good details
 Balance with approach
 Score 37
 (0-40)

Criteria: Past Performance, 20 pts

Multiple SC projects - 9 in submittal

Score 18
 (0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Extensive CEI/SC experience

Score 20
 (0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

CEI - minimize staff
- part time Resident Eng.
- scheduler, PIO available (D2)

Const - Pre-cast wall
- CEI constructibility issues.

Score 6
 (0-10)

Criteria: Approach to Public Involvement,, 10 pts

Public Relations - community assoc, business outreach, personal visits,
attend HOA mtgs, website, newsletter, same day response

Score 7
 (0-10)

Ranking 2

Total Score (0-100) 88

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: HDR Engineering

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

*Entrance way, walls, utilities (10 of 12 components) detail utility
 Critical: Some portion of utility already relocated pond to
 Gen Co Utility Eng. Room Public env. 1
 discussing w/ utility. possible shallow utility 30" fm. SOLN. Asphalt base
 Drainage plan must be good due to topog. of area
 Some fences may be ready ones with out removal Plan revision*

Score 37
(0-40)

Criteria: Past Performance, 20 pts

*Early coord. w/ contractor & utility is a must
 46a, Dad very strong team on both projects
 This similar project to both Dad & 46a.*

Score 20
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

*Very strong team, strong experience Dad & 46a
 Met, access & processed procedure requirements.*

Score 20
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

*Pre-Prob. preventer use of aerials, files for before and after resolution.
 Shift work of inspector. the proposed addition billing of CEI.
 Staff only what is required to complete the project
 Work to insure proj. is completed on time to avoid CEI cost.
 Lumpy due to*

Score 10
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

mail out, contact through phone, e-mail site,

Score 10
(0-10)

Ranking 1

Total Score (0-100) 97

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: PBS&J Inc.

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

*Utility meeting - comprehensive, coordinated w/ utility. Erosion control, finalizing banner
 Per stream, no. for clean water drainage, MES, storm EL.
 Worth of drainage conflict structure. 3' base line. MS
 Paving, Loops. Erosion will build up the heels. Ponds
 Pond a half route (we have w/ 3' material. right work 0.35 possible)*

Score 35
(0-40)

Criteria: Past Performance, 20 pts

Arroyo Blvd, Palm Bay Rd, US 44, US 102

Score 20
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

*Utility coordination, strong team
 Arroyo Blvd
 Best team effort approval*

Score 20
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

*Leak ponds, pond 5-634 used MES, Ely. Grants well
 In storm conduit fresh vs. under pavement. hole deck 2' x 3'
 CEI part time may see combine roles. in staffing
 minimize on time staffing*

Score 10
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

*Churches business sign, Rem. ped traffic, Hand out
 PR info emergency contact info. meeting and notes
 point up contact. PBS&J part of contact*

Score 10
(0-10)

Ranking 3

Total Score (0-100) 95

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Steve Douglas

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

mult. utility coordination, Right of Way & easements, Right of Way
Clearance and haul, phasing of account drawings & utility
Critical path items, M&P, M&P Plans
Schedule base days / permit pick up, Env. logs, truck / load tracking.
Pond excavation, pond with tortoise possible, MSE arches
SWPPP inspection, avoid utilities, Pond 1 Road bed mott.

Score 36
(0-40)

Criteria: Past Performance, 20 pts

US 17-92, Right several times project
Adv: minimize & resolve conflicts, reduce cost.

Score 20
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Strong team based qualifications US 17-92
Strong water management, road skills

Score 20
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Labor from CEI, address utility conflicts in design phase
Minimal staff, less time, better billing
Reduce project duration

Score 10
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

2 1/2 hours & 20 answers 100% with impacted HOA meeting
Contract meeting, advance meeting, compliance same day reviews.
invitation about equip, submit with site newsletter

Score 10
(0-10)

Ranking 2

Total Score (0-100) 96

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: HDR Engineering

QUALIFICATION COMMITTEE MEMBER: William Glennon

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Recommendation Utilize Aerials to ID potential issues, Mitigation
Utilize Aerial, Drone, GPS, City Addressed => Early Coordination
Project Energy already calculated on S. End of Proj.
Shallow Force Main POT/PT
Temporary Drainage Pond 6

Score 38
(0-40)

Criteria: Past Performance, 20 pts

Dell Rd / 46 A Dr III / Various Misc. Projects w/ the County
Best Value Bid Outstanding Work
Communicate well w/ client.

Score 20
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Larry Olson / Linda / Randy => Very seasoned / solid team
=> Very Experienced crews

Score 19
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

- Alternate Inspection when contractor maintain it
- Encourage completion

Score 8
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

Communicate w/ people => mail out / dedicated email for jobs

Score 9
(0-10)

Ranking 1

Total Score (0-100) 98

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: PBS&J Inc.

QUALIFICATION COMMITTEE MEMBER: William Glennon

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Utility => Program Error vs complete / EPL Don't / City of Longmont / Water Heavy Water
=> SCE's 12" Water 3" FM
Erosion Control => Add Feasibility Barrier
Reviewed Various Constructability Issues
Signification

Score 38
(0-40)

Criteria: Past Performance, 20 pts

Airport Blvd / PA involved w/ CRG2 / Howard Branch / Snowhill Dr
Case Studies Good
Now Local / However Only 6 Cal job

Score 18
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Kenae
Terry
John Utility Support
Alan Floyd

Score 18
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Eliminate 634 and related 59" or 635
Red Time to Procure Eas 50% / No / CEI
Minimize OI
Reduce personnel

Score 9
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

-Dobby Point of Contact
-Fluoride Water in Contact
-They will contact etc

Score 8
(0-10)

Ranking 3

Total Score (0-100) 91

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: William Glennon

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Quality Control / Safety / Claims Avoidance
Phase / Drainage / Utilities
NOT -> keep a safe time for people by assist in scheduling
Environmental Compliance -> shipping system for grades lower head
Utility relocation -> cut Main 6" / 100' / 100' / 100'
Plastic Material

Score 38
(0-40)

Criteria: Past Performance, 20 pts

Handled through / ok 927 th / 1927 Phillips / US 1792
Very Good / Distribution Jobs

Score 19
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Region / Dan / Dave / Mark / Very worth
Keep project financing

Score 19
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Recruit Engineer / Free of Charge Corporate Account
Very Good

Score 9
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

10 Subdivisions (5200 sq) / 20 hrs. Talked to Apartments Monthly - (100) Cost.
Attend HOA Mtg / Same Day Response to complaints

Score 8
(0-10)

Ranking 2

Total Score (0-100) 93

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: HDR Engineering

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

*Pond relocations
Pond 6
cont. issues*

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

MOT plan / Erosion control Plan
Need precast ydrcons - walls / sig. etc.
Communication Key. Utilities (10-12) New Pole lines
Already some relocation done. Temporary drainage
(grade issues), wall issues (temporary) 80
Covered all major areas Very good (80)
Score 32.00
 (0-40)

Criteria: Past Performance, 20 pts

Very good job on CR 71A rd
budget
Much like Dodd Rd.
 Good (+4)
Score 15.8 79
 (0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Very strong staff
Emphasis on utility
10 yrs. together
 Good (+4)
Score 15.8
 (0-20) 79

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

limit time at shaft by meeting
exact demand at the job, of over time 77
management. Finish on time
 Good (+2)
Score 7.7
 (0-10)

Criteria: Approach to Public Involvement,, 10 pts

Detailed approach to communicate. Email
system. Covered all stake holder 80
 Very good (80)
Score 8.0
 (0-10)

Ranking 3 **Total Score (0-100)** 79.3

Presentation Evaluation

SUBJECT: PS-3306-08/JVP - CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: PBS&J Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Well - Savvy (?)
Signal issues
Cost Savings on Const. ideas
 Utilities (Numerous) Relocating now. Longwood
 new relocating and maybe help them. Erosion control,
 Add Turb. barrier. MUT conflicts (Get rid / signal note) Pond
 issues. Very detailed on drainage. **Score 33.6** *84*
 Longwood Hills, Resurfacing / well re-design
 Very detailed on major areas *very good (4)* (0-40)

Criteria: Past Performance, 20 pts

Very good on Cent. Rd
Also intentional State **Score 15.8** *79*
Roadway + let simulation
Good (+4) (0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Good strong team **Score 15.6** *78*
Good (+3) (0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Right size and also multi-task **Score 7.7** *77*
staff. Minimize overtime
Good (+2) (0-10)

Criteria: Approach to Public Involvement, 10 pts

Addressed a little general
but specific when questioned. **Score 7.7** *77*
Good (+2) (0-10)

Ranking 1

Total Score (0-100) 80.4

Well - Savvy (?)

Signal issues

Cost Savings on Const. ideas

Add Turb. barrier. MUT conflicts (Get rid / signal note) Pond issues. Very detailed on drainage. Longwood Hills, Resurfacing / well re-design

Well Structure Ext. well

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

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

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

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

part 1

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

Dist. Material
 Brief Overview of firm/process. Phasing in general some specifics. School bus issue, Environ (drainage). Copher needs to move
 City noise ordinance. pay issues - utility
 Screen will drive very detailed
 Very good (+1)

Score: 32.4
(0-40)

81

Criteria: Past Performance, 20 pts

Very good - Numerous County projects

80

Score 16.0
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Strong staff

78

Good (+3)

Score 15.6
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

*Minimize staff
 Resident Eng. (No Cost)
 Minimize*

77

Good (+2)

Score 7.7
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

*Prior notification on side street
 notification - Very detailed
 on background all approval
 Very good*

80

Score 8.0
(0-10)

Ranking (2)

Total Score (0-100) 79.7

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: HDR Engineering

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

LANDSCAPING & SIGNING, Documenting ISSUES, Utility Coordination
Early Coordination; FP Dates in Critical, Existing ✓ FM in Shallow
Temporary Diversion in critical, TRACTOR/TRAILERS HEAVY
HAUL ROUTES. EROSION CONTROL

Score 36
(0-40)

Criteria: Past Performance, 20 pts

Excellent COUNTY EXPERIENCE

Score 19
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

Excellent.

Score 18
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

Documenting Field issues NO OVERTIME STAGER INSPECTORS

Score 9
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

BETTER COMMUNICATION, Mail outs & Notifications dedicated
email address will

who will check the email

Score 8
(0-10)

Ranking 1

Total Score (0-100) 90

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: PBS&J Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

UTILITY CHALLENGE, NEED TURBIDITY BARRIERS, VERY GOOD SUGGESTION ON BARRIER NEED, DRAINAGE PIPE UPGRADE DETAILED REVIEW, ENCASTING FM

Score 38
(0-40)

Criteria: Past Performance, 20 pts

VERY GOOD / GOOD

Score 16
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

VERY GOOD

Score 16
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

STABER INSPECTORS NO OVERTIME

Score 9
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

GOOD

Score 7
(0-10)

Ranking 3

Total Score (0-100) 86

Presentation Evaluation

SUBJECT: PS-3306-08/JVP – CEI Services for Lake Emma Rd

SUBMITTAL COMPANY NAME: Earth Tech

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

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

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

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

Criteria: Project understanding of Critical Issues related to the Construction of this Project, 40 pts

GC PLANS, PROJECT SAFETY, CONSTRUCTIBILITY REVIEWS
'NOT PLANS', SCHOOL BUS STOPS. CLEANING SYSTEM FOR TRUCKS
THE POND. GOPHER TORTOISES.

Score 36
(0-40)

Criteria: Past Performance, 20 pts

VERY GOOD COUNTY EXPERIENCE

Score 17
(0-20)

Criteria: Experience of CEI Firm and Team, 20 pts

VERY GOOD

Score 17
(0-20)

Criteria: Cost saving ideas on traditional CEI costs, 10 pts

NO TIME FOR RESIDENT, KEEP PROJECT ON SCHEDULE

Score 9
(0-10)

Criteria: Approach to Public Involvement,, 10 pts

VERY GOOD.

Score 8
(0-10)

Ranking 2

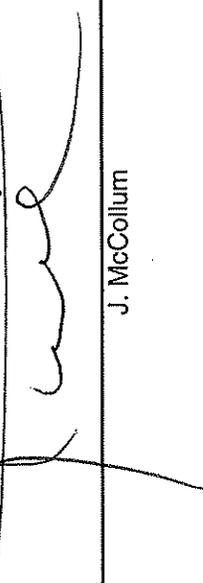
Total Score (0-100) 87

**EVALUATION RANKINGS
PS-3306-08/JVP - CEI SERVICES FOR LAKE EMMA ROAD**

	W. Glennon	G. Johnson	A. Khoury	S. Douglas	J. McCollum	TOTAL POINTS	RANKING
A2 GROUP INC.	17	16	18	17	15	83	16
BERGMANN ASSOCIATES	14	11	15	15	17	72	14
BERMELLO AJAMIL & PARTNERS	8	1	10	6	2	27	5
CPH ENGINEERS, INC	15	4	9	9	6	43	10
DICK CORPORATION	11	13	8	10	11	53	11
DMJM HARRIS	7	10	5	5	3	30	6
DRMP, INC	10	5	7	11	9	42	9
EARTH TECH CONSULTING, INC	3	8	1	4	4	20	3
EISMAN & RUSSO, INC	9	7	4	7	8	35	7
GFA INTERNATIONAL, INC	18	18	17	18	18	89	17
HDR CONSTRUCTION CONTROL CORP.	1	3	2	3	5	14	2
KCCS, INC	16	17	16	16	16	81	15
PB AMERICAS, INC	2	9	6	2	7	26	4
PBS&J	5	2	3	1	1	12	1
PSI	6	15	13	12	14	60	12
REYNOLDS SMITH AND HILLS, INC	12	14	11	14	13	64	13
SAI CONSULTING ENGINEERS, INC	13	12	14	13	12	64	13
WILBUR SMITH ASSOCIATES, INC	4	6	12	8	10	40	8

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


 S. Douglas

 A. Khoury

 J. McCollum

PBS*J
 HDR CONSTRUCTION
 EARTH TECH


 G. Johnson

 W. Glennon

EXHIBIT "A"

CE&I SCOPE OF SERVICES For LAKE EMMA ROAD

GENERAL

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

PRE-CONSTRUCTION ACTIVITIES

It is the intent of the county to have the CONSULTANT perform activities prior to the start of construction. The activities will be but not limited to: Constructibility Review, Utility Coordination, Public Involvement with the stake holders and Bid review.

SURVEY CONTROL

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

TESTING

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Florida Department of Transportation Standard Specification or as modified by the contract provisions.

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature

(Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendations); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Construction Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Construction Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Construction Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by

the CONSULTANT. Project Control Schedule runs to review the results of Construction Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Construction Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Construction Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY shall request an interpretation from the Design Consultant prior to any major changes of the plans specifications and contract revisions being clarified to the Construction Contractor by the CEI Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Construction Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negotiate prices with the Construction Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Construction Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.

In the event that the Construction Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Construction Contractor using the CONSULTANT - prepared estimate as a basis. The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

PERSONNEL

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

STAFFING

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by or under contract to the CONSULTANT at all times while the Construction Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANTS forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

PHOTOGRAPHS

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-3615-08/RTB - Design Services for Communication Tower Repair and Replacement

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Robert Bradley

EXT: 7113

MOTION/RECOMMENDATION:

Approve ranking list and authorize staff to negotiate rates for PS-3615-08/RTB - Design Services for Communication Tower Repair and Replacement with KPFF Consulting Engineers of Seattle, Washington, and Paul J. Ford and Company of Orlando, FL (Estimated Usage Amount of \$500,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-3615-08/RTB will provide structural design engineering services, from the design phase through the construction phase. These services will include, but not be limited to, value engineering, cost savings measures, structural plans, technical specifications, classification, construction project oversight and all biddable construction documentation for self-supporting or guyed radio towers, their foundations and communication shelters at various sites throughout Seminole County.

The project was publicly advertised and the County received three (3) submittals (listed below alphabetically):

- KPFF Consulting Engineers
- Max Engineering
- Paul J. Ford and Company

The Evaluation Committee, which consisted of Marshall King, Project Coordinator II; Tommy Oliveras, Program Manager II; and Steve Bateman, Systems Coordinator, all from the IT Department, evaluated the submittals and agreed to short-list all three (3) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Approach to Work
- Similar Project Experience
- Project Team Qualifications
- Innovative Cost Saving Ideas
- Location of Firm

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, and the Project Scope. The Evaluation Summary Sheet is not included as the Evaluation Committee had agreed to short-list all three (3) firms.

The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top two (2) ranked firms in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA)

- KPFF Consulting Engineers
- Paul J. Ford and Company
- Max Engineering

Staff will return to present the final negotiated rates and the Award Agreement for approval and execution by the Board. Authorization for the performance of the services by the Consultants under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts that are identified in the project number 00249201 - Communication Tower Replacement.

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-3615-08/RTB - Design Services for Communication Tower Repair and Replacement with KPFF Consulting Engineers of Seattle, Washington, and Paul J. Ford and Company of Orlando, FL (Estimated Usage Amount of \$500,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-3615-08_RTB - Backup Documentation

Additionally Reviewed By: <input type="checkbox"/> County Attorney Review (Ann Colby)

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

PS NUMBER: PS-3615-08/RTB

PS TITLE : Design Services Communication Tower Repair and Replacement

DATE: July 30, 2008 @ 2:00 PM

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-
KPFF Consulting Engineers 1601 Fifth Avenue, Ste 1600 Seattle, WA 98101	Max Engineering 1455 Delbrook Way Marco Island, FL 34145	Paul J. Ford and Company 3670 Maquire Blvd., Suite 250 Orlando, FL 32803-3026
Ralph Iboshi, PE, Vice President Ph: 206-622-5822 Fax: 206-622-8130	Robert Winterhalter, Vice Pres. Ph: 239-970-0915 Fax: 239-970-0915	Kevin G. Casey Ph: 407-898-9039 Fax: 407-897-3662

Tabulated by : Robert T. Bradley, Procurement Analyst 7/31/08 posted: 11:00 AM

Tabulated by: Robert T. Bradley, Procurement Analyst 8/6/08 (updated)

The County has provided equal preference to all submittals toward this project, and has determined that all respondents shall be short-listed.

Short listed Firms:

Presentations Date and Time: Paul J. Ford and Company; KPFF Consulting Engineers; Max Engineering
Schedule and Criteria: **Thursday, August 28, 2008 10:00am – 12:00 PM - 1101 E. First Street Room 3208, Sanford, FL 32771**

Paul J. Ford and Company
KPFF Consulting Engineers
Max Engineering
10:00 – 10:30 AM
10:45 – 11:15 AM
11:30 – 12:00 PM

[40 points] Project Approach.
[25 points] Similar Project Experience.
[20 points] Project Team Qualifications
[10 points] Innovative Cost Saving Ideas
[5 points] Location

BCC Agenda Date - Request for Approval to Negotiate (Rank) with the top 2 Firms: September 23, 2008
(Updated by R. Bradley at 10:00 AM EST 8/29/2008)

1. KPFF Consulting Engineers
 2. Paul J. Ford and Company
 3. Max Engineering
- BCC Agenda Date - Request to Award to the top 2 Firms: TBD**
(Updated by R. Bradley @ 10:30 AM EST 9/3/08)

PRESENTATIONS/INTERVIEWS
PS-3615-08/RTB
Design Services for Communication Tower Repair and Replacement

DATE 8/28/2008 10:00 AM Eastern

	Marshall King	Tommy Oliveras	Steve Bateman	Total	Ranking
Paul J. Ford	2	1	2	5	2
KPFF Consulting Engineers	1	2	1	4	1
Max Engineers	3	3	3	9	3

We approve the above stated ranking :

Marshall King 8/28/08

 Marshall King

Tommy Oliveras

 Tommy Oliveras

Steve Bateman 8/28/08

 Steve Bateman

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: KPFF Consulting Engineers

QUALIFICATION COMMITTEE MEMBER: Steve Bateman

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

Visuals good, presentations average - good explanation of tools of projects

Score 35 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

Honolulu - install new tower next to old - hot cut over
Washington State

Government agencies related towers - no specifics - Fla Wildlife

Score 20 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts).

Tom, Pete, Madison - work on RISA Analysis program
27yrs 4yrs 15yrs

Score 15 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Peer Reviews of work, Standardize work process, retrievable standoffs

Score 8 (0-10)

Criteria: Location of Firm: (5 pts)

Seattle wa, Columbia, SC
Licenced in Florida

Score 1 (0-5)

Ranking _____

Total Score (0-100) 79

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Max Engineering

QUALIFICATION COMMITTEE MEMBER: Steve Buteman

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

assume tower ops - skip explanations - no down time - TURN Key -
remove non applicable equip - A&E drawings speciality

Score 20 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

Co locators - cell companies - Build to suit - propagation design
Tampa City - ATT

Score 15 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

Strictly Telecom business - compare to PJF - business 2000 35-40 people
Largest
15yrs - Dr. Hal MA - PE only - Certified in Fla

Score 10 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

foundation design savings - competitive bids - average carriers

Score 5 (0-10)

Criteria: Location of Firm: (5 pts)

Marc Island FL home office - TEXAS
Sarasota office - PE location

Score 1 (0-5)

Ranking _____

Total Score (0-100) 51

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Paul J. Ford

QUALIFICATION COMMITTEE MEMBER: Steve Bateman

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

narrative was NOT as precise, package

Score 30 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

NO GOVERNMENT

Score 15 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

Experienced Degreed Engineers & member EIA/TIA Committee

Score 20 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

had tools BUT NO tangible evidence of COST SAVINGS

Score 5 (0-10)

Criteria: Location of Firm: (5 pts)

Local in Orlando

Score 5 (0-5)

Ranking _____

Total Score (0-100) 75

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: KPFF Consulting Engineers

QUALIFICATION COMMITTEE MEMBER: Tommy Oliveras

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

Lessoned learned used for Quality Control -
D.A. review process - internal process.

Score 35 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

At Granddow → Excellent plants on cut-over,
they use RISA → software Application.

Score 15 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

~~None~~ → P.E.'s on staff.
help develop the industry software Application.

Score 12 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Design of retractable mount, less rigidity.

Score 5 (0-10)

Criteria: Location of Firm: (5 pts)

Cross Country location.

Score 2 (0-5)

Ranking _____

Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Max Engineering

QUALIFICATION COMMITTEE MEMBER: Tommy O'Vears-

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

Take over specification included them in the design and send over for your review. I see that they have A&E focus.

Score 25 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

City Tampa, Washington State.
T-Mobile, AT

Score 15 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

Strong → with A&E drawing.
P.E. license Florida - all other states.
P.H.D. → 15 years of experience.

Score 12 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Good example of loading - "who has crystal ball"
What do you actually need?
foundation design, steel, concrete.

Score 6 (0-10)

Criteria: Location of Firm: (5 pts)

Fort Myers,
SRA SORA - Fort Myers

Score 3 (0-5)
Total

Ranking _____

Total Score (0-100) _____

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Paul J. Ford

QUALIFICATION COMMITTEE MEMBER: Tommy Oliveras.

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

They have a staff member that help with the development of the industry used model.

Score 30. (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

They have a relationship with Crown-Castle a cell tower owner.

Score 20. (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

8 Florida P.E.'s. One member of their staff sits on the committee.

Score 20 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

They mentioned some generic ideas but did not mention which project did they use cost saving ideas.

Score 6 (0-10)

Criteria: Location of Firm: (5 pts)

They have a shop in Orlando with 3 P.E.'s

Score 5 (0-5)

Ranking _____

Total Score (0-100) 81.

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: KPFF Consulting Engineers

QUALIFICATION COMMITTEE MEMBER: Marshall Berg

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

Experience w/ mfg's

<i>Flexibility 250 total staff</i>	<i>3-5 executives / considers SC's future to PLAN / Plan & Organizing +</i>
<i>8 Eng as flexible staff</i>	<i>Provided MS Project detail example / Coordinator w/ muni's</i>
<i>Lessons learned</i>	<i>cutover experience (Madison)</i>

Score 40 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

Honolulu 10 towers - G Std + 150MPH (Cutover Hot) Florida Wildly's
Gamin Commission

Score 20 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

<i>Madison + Tony + Pete</i>	<i>Comm Protocol +</i>
<i>BE 15 yrs PE/PM</i>	<i>4 yrs PM</i>
<i>Tower specific 2 yrs</i>	

ON EIA/TIA peer reviews G Std committee

Score 15 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Peer reviews, cost analysis; constructability, standardized, RoI
antenna mount design

Score 8 (0-10)

Criteria: Location of Firm: (5 pts)

S. Carolina

Score 1 (0-5)

Ranking _____

Total Score (0-100) 84

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Max Engineering

QUALIFICATION COMMITTEE MEMBER: Marshall King

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

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

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

Criteria: Approach to Project – Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

weekly mtgs
Down time, adjacency - skip RF design; Co-location help? (NOT SOW)
Tuck Key - ID needed resources - Existing tower RF audit (equip); analyzing application (Andrews) steel reduction - (studies)
Score 15 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

Propagation design; ? City of Tampa AT&T Hillsborough City
Score 5 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

Marist Eng is not eng design firm
A&E drawings, telecom business exclusively, smallest firm, (narrow & specialized)
35-40 FT Staff In house analysis (structural)
Score 10 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Foundations, cycle time, spec's of foundations (20% on foundations from Crown Castle Corp) & steel design;
Score 3 (0-10)

Criteria: Location of Firm: (5 pts)

Marco Island & Sarasota
Score 1 (0-5)

Ranking _____

Total Score (0-100) 34

Presentation Evaluation

SUBJECT: PS-3615-08/RTB – Design Services for Communication Tower Repair and Replacement

SUBMITTAL COMPANY NAME: Paul J. Ford

QUALIFICATION COMMITTEE MEMBER: Marshall King

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

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

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

Criteria: Approach to Project –Discuss detail plan review; Representatives are to provide samples or examples of documentation, of tools, techniques, processes and procedures to provide The County with tangible evidence of their abilities. (40 pts)

Provided narrative of their supply chain process w/ vendors

Score 30 (0-40)

Criteria: Similar Project Experience: - Pick a Similar project and elaborate on it (25 pts)

all private enterprise experience

Score 15 (0-25)

Criteria: Project Team Qualifications: - Identify specific qualifications of team members that support our project. (20 pts)

FIA TIA Standard Committee member

Score 20 (0-20)

Criteria: Innovative Cost Saving Ideas - Pick one from your submittal and elaborate on how it relates to this project. (10 pts)

Failed to provide tangible evidence of full capabilities but did explain how to expand & add additional capacity

Score 5 (0-10)

Criteria: Location of Firm: (5 pts)

Score 0 (0-5)

Ranking _____

Total Score (0-100) 75

Seminole County, Florida Tower Replacement Project Scope of Work:

Seminole County, Florida has determined a need to design tower foundations and towers and construct new towers at several of their communication sites.

Project requirements and objectives:

Achieve design cost savings through the experience of Design, Construction, Engineering, and Inspection Services, project management methodology and minimal operational and maintenance cost such as use of tools or equipment that may compromise the structural integrity during construction and installation activities.

Design shall follow EIA/TIA 222-G Standards, and all County Construction/building code. Towers shall be free standing, self supporting and use Class III.

Structural design engineering services to include value engineering and cost savings measures, structural plans, technical specifications, classification, and all biddable construction documentation for self-supporting or guyed radio towers and their foundations and communication shelters at several sites throughout Seminole County. This includes installation of, antennae, transmission lines, grounding, lights, and any and all hardware necessary to integrate new towers into Seminole County's existing telecommunication network at these sites. Construction, Engineering, and Inspection services are to be included at all sites. Demolition and removal or salvage of the existing radio towers, equipment, and structural foundation system are to be included at all sites.

Scope includes support after the design phase by providing documentation, advice, and response to questions to generate construction and bidding packages for Seminole County.

Examples of Seminole County sites needing design may include Sanford Courthouse, Geneva, Chuluota, Sable Point/Longwood, Altamonte Springs, Five Points, Dike Road, Paola.

Seminole County communication towers are located at the following sites:

<p>Sanford Courthouse Lat 28 48 30.97288 Long 81 16 1.63205 301 Park Ave. Sanford, FI 32771</p>	<p>Geneva Lat 28 44 6.97934 Long 81 06 59.82191 201 N Oak St. Geneva, FI 32732</p>
<p>Chuluota Lat 28 37 34.59261 Long 81 06 59.82569 1301 Tropical St. Chuluota, FI 32766</p>	<p>Sable Point/Longwood Lat 28.70136 Lon -81.41764 930 Wekiva Springs Road Longwood, FL</p>
<p>Altamonte Springs Lat 28 39 31.59240 Long 81 21 19.04659 3606 Newburyport Ave. Altamonte Springs, FI 32701</p>	<p>Five Points Lat 28.74324 Lon -81.29953 144 Bush Loop Sanford, FL 32773</p>
<p>Dike Road Lat 28.63892 Lon -8128172 3574 Dike Road Winter Park, FL 32792</p>	<p>Paola Lat 28.81015 Lon -8134074 4905 Wayside Drive Paola, FL</p>

Tower Loading shall be as follows:

The following items shall be attached to the tower:

- Ice Bridges for all towers
- Tower top lighting for all towers

Sanford Courthouse:

- 2 each 110' of 7/8" Andrew Corp LDF5-50A transmission line
- 2 each 80' 1/2" Andrew Corp LDF4-50A transmission line
- 2 each 110' of Andrew Corp EW 63 Elliptical Waveguide
- 1 each RFS 10017-1 10 dB gain 800 Mhz Omni Antenna
- 1 each Andrew Corp 5 dB gain VHF Omni Antenna(Sheriffs Net)
- 2 each Andrew Corp P6-65D Microwave Dish
- 1 each 800 Mhz Yagi Antenna
- 1 each TX/RX 421-86A-10-18-16 Tower Top Amp System
- Motorola R56 Grounding Spec with bonding equipment for tower and transmission lines

Geneva:

- 2 each 200' of 7/8" Andrew Corp LDF5-50A transmission line
- 4 each 200' of 1 5/8" Andrew Corp LDF7-50A transmission line

2 each 110' of Andrew Corp EW 63 Elliptical Waveguide
1 each RFS 10017-1 10 dB gain 800 Mhz Omni Antenna
3 each RFS 10017-3 10 dB gain 800 Mhz Omni Antenna
1 each Andrew Corp DB224A 6 dB gain VHF Omni Antenna
1 each TX/RX 101-90-08-0-03N 8dB gain Omni antenna
2 each Andrew Corp P6-65D Microwave Dish
1 each 800 Mhz Yagi Antenna
1 each TX/RX 421-86A-10-18-16 Tower Top Amp System
1 each GPS antenna
Motorola R56 Grounding Spec with bonding equipment for tower and
transmission lines

Chuluota:

4 each 220' of 7/8" Andrew Corp LDF5-50A transmission line
 4 each 240' of 1 5/8" Andrew Corp LDF7-50A transmission line
 2 each 60' of 1/2" Andrew Corp LDF2-50A transmission line
 2 each 140' of Andrew Corp EW 63 Elliptical Waveguide
 1 each RFS 10017-1 10 dB gain 800 Mhz Omni Antenna
 3 each RFS 10017-3 10 dB gain 800 Mhz Omni Antenna
 1 each Andrew Corp DB224E 6 dB gain Omni Antenna(RACES)
 1 each TX/RX 101-90-08-0-03N 8dB gain Omni antenna
 2 each Andrew Corp P6-65D Microwave Dish
 1 each 800 Mhz Yagi Antenna
 1 each UHF Yagi Antenna (RACES)
 1 each TX/RX 421-86A-10-18-16 Tower Top Amp System
 1 each GPS antenna
 Motorola R56 Grounding Spec with bonding equipment for tower and transmission lines

Altamonte Springs:

3 each 200' of 7/8" Andrew Corp LDF5-50A transmission line
 3 each 200' 1/2" Andrew Corp LDF4-50A transmission line
 2 each 120' 1/2" Andrew Corp LDF4-50A transmission line
 2 each 60' 1/2" Andrew Corp LDF4-50A transmission line
 2 each 140' of Andrew Corp EW 63 Elliptical Waveguide
 1 each RFS 10017-1 10 dB gain 800 Mhz Omni Antenna
 2 each Andrew Corp DB264 6 dB gain VHF Omni Antenna(RACES)
 2 each VHF Omni Antenna(RACES)
 1 each VHF 220 Mhz Omni Antenna(RACES)
 2 each Andrew Corp ASP-711 Unity dB gain UHF Omni Antenna(RACES)
 2 each Andrew Corp P6-65D Microwave Dish
 1 each 800 Mhz Yagi Antenna
 1 each UHF Yagi Antenna (RACES)
 1 each TX/RX 421-86A-10-18-16 Tower Top Amp System
 Motorola R56 Grounding Spec with bonding equipment for tower and transmission lines

Five Point Site

Existing Antennas

(2) PD 10017 (Sim.) On 6' SA	(2) 1-5/8"
PD1151 (Sim.) On 6' SA	1-5/8"
PD 10017 (Sim.) On 6' SA	7/8"
18" x 18" Box on Mount	---
PD 1151 (Sim.) On 1.5' SA	7/8"
PD 10204 (Sim.) On 1.5' SA	7/8"
DB 806 (Sim) on 6' SA	7/8"
DB803 (Sim.) On 1.5' SA	1-1/4"
2.5-Ft. HP Dish	1/2"
4-Ft. Std. Dish	(2) 1/2"
DB 806 (Sim.) On 6' SA	7/8"
DB224 (Sim.) On 1' SA	1/2"
PD1151 (Sim.) On 2' SA	7/8"
PD 1151 (Sim.) on 1.5' SA	7/8"
PD 1151 (Sim.) On 2' SA	7/8"
DB 420 (Sim.) On 1.5' SA	7/8"
6-Ft. Dish with Rad.	EW 63
6-Ft. Grid Dish	7/8"
6-Ft. Dish with Rad.	EW 63
DB212 (Sim.)	7/8"

Paola SiteExisting Antennas

14'± Whip on 6' Side Arm	7/8"
12'± Whip on 6' Side Arm	7/8"
8'φ Dish with Radome	EW63
Unused 3' Side Arm	---
12'± Whip on 6' Side Arm	1-5/8"
6'φ Dish with Radome	EW63
12'± Whip on 6' Side Arm	Amplifie
Amplifier	7/8"
DB264 (Similar) on 18" Side Arm	7/8"
3'± Yagi on 3' Side Arm	3/8"φ

Sable PointExisting Antennas

Large Nest Platform	---
(2) 14' Whips	Disconnected
(2) EMS RV90-14 (Similar)	(2) 1-5/8" & Amps
(2) DB878H (Similar)	(2) 1-5/8"
(2) Amplifiers	(2) 1-5/8"
(1) Sector Mount	---
(2) DB834R-F (Similar)	(2) 1-5/8"
(1) Unknown Panel Antenna	(2) 1-5/8"
(1) Unknown Panel Antenna	(2) 1-5/8"
(1) Sector Mount	---
(2) Unknown Panel Antennas	(4) 1-5/8"
(2) DB834R-F (Similar)	(2) 1-5/8"
(1) Sector Mount	---
Unused Dish Mount	---
Broken Whip Antenna on 3' Side Arm	1/2"
6'φ Dish with Radome	EW63
PD220 (Similar) on 18" Side Arm	1/2"
3' Whip on 18" Side Arm	1/2"
DB264 (Similar) on 18" Side Arm	1/2"
6'φ Dish with Radome	EW63
2' Wire Whip on 3' Side Arm	1/2"

Dike Road

Existing Antennas

Disconnected Transmission Line	1-5/8"
(2) DB878H (Similar)	(2) 1-5/8"
(2) EMS RV90-14 (Similar)	(4) 1-5/8"
(1) Sector Mount	—
Disconnected Transmission Line	1-5/8"
(2) DB878H (Similar)	(2) 1-5/8"
(2) EMS RV90-14 (Similar)	(4) 1-5/8"
(1) Sector Mount	—
Amplifier	7/8"
15' Whip Antenna on 6' Side Arm	Amplifier
(2) Unknown Panel Antennas	(4) 1-5/8"
(2) DB874H (Similar)	(2) 1-5/8"
(1) Sector Mount	—
3' Yagi	1/2"
(2) Vertical Square Tubes (Tie-Back Connections)	—
DB264 (Similar) on 18" Side Arm	7/8"
8' Standard Dish	EW63
6' Standard Dish	EW63
6'φ Dish with Radome	EW63
Small Elliptical Dish	1/4"φ
3' Yagi	—
6'φ Dish with Radome	EW63
12" X 12" Panel Antenna & Amplifier on Pipe Mount	1/4"φ
3' Whip Antenna on 4' Side Arm	7/8"
2' Wire Antenna on 3' Side Arm	1/2"

Equipment Loading On Seminole County Towers

Average additional weight loading for each Cellular Co.

1. 24 transmission lines of 1 5/8" cabling - .67 lbs per foot x 200' x 24 = 3216 lbs.
2. 6 gate booms - 1 boom 650lbs x 6 = 3900 lbs.
3. Associated installation equipment such as ladder trays and cabling clamping accessories - 600 lbs.

Average additional weight loading for additional antennas and microwave dishes for county use.

1. Omni directional antenna - 25 lbs
2. Antenna transmission line - 1 5/8" cabling - .67 lbs per ft x 200' x 1 = 134 lbs.
3. 72" Stand off bracket - 115 lbs.
4. 6' Microwave dish - 250 lbs.
5. Microwave dish mounting bracket including stiff arm - 120 lbs
6. EW63 elliptical wave guide line - .51 lbs per ft x 200 x 2 per tower = 204 lbs.
7. Associated installation equipment such as ladder trays and cabling clamping accessories - 400 lbs

None of the above include the wind load factor on the tower structure just equipment weight.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve an increase to the Board approved Estimated Annual Usage for PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection Master Agreement by an additional \$100,000.00 per year.

County-wide

Ray Hooper

BACKGROUND:

PS-1074-06/TRJ provides soil and materials testing for various projects within Seminole County. On December 12, 2006, the Board awarded this work order based Master Agreement with a total Annual Estimated Usage of \$100,000.00 to Ardaman & Associates, Inc. of Orlando, Florida; Nodarse & Associates, Inc. of Winter Park, Florida; and Professional Service Industries, Inc. of Orlando, Florida.

This Master Agreement was intended to provide soil and materials testing for projects under both the Environmental Services Department and the Public Works Department. Staff had determined that the original estimated amount was not sufficient to include the high volume of capital projects under Environmental Services Program Management. On November 13, 2007, the Board approved a \$150,000.00 increase in the annual estimate, for a revised total Estimated Annual Usage Amount of \$250,000.00.

The Fleet & Facilities Management Division has also utilized services under this Master Agreement for various projects throughout the County. Within the current Agreement Period of February 1, 2008 through January 31, 2009, this usage has increased under larger construction projects such as the John E. Polk Correctional Facility Expansion. The Fleet & Facilities Management Division has recognized that their need for these types of services will continue for future vertical construction, renovation and parks projects.

The Fleet & Facilities Management Division, the PEI Division of Environmental Services, and the Engineering Division of Public Works have requested an increase of \$100,000.00 to the Estimated Annual Usage to allow for the expanded use of this Master Agreement by all three divisions to ensure the appropriate level of services are provided for future County construction projects. The following is the summary of the annual estimated cost of the agreement:

Original Board Approved Estimated Amount \$100,000.00

11/13/07 Board Approved Increase	\$150,000.00
Current Requested Increase per year	<u>\$100,000.00</u>
Revised Board Annual Estimated Amount	\$350,000.00

Authorization for the performance of services by Consultants under this Master Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultants. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for the specific project, and funded within approved budget amounts.

STAFF RECOMMENDATION:

Staff recommends that the Board approve an increase to the Board approved Estimated Annual Usage for PS-1074-06/TRJ - Professional Geotechnical Services and Construction Material Testing and Inspection Master Agreement by an additional \$100,000.00 per year.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Waive the procurement process, approve the negotiated fee and award M-600514-08/TLR - Federal Legislative and Governmental Liaison Services to Alcalde & Fay of Arlington, Virginia, in the amount of \$72,000.00 per year

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Waive the procurement process, approve the negotiated fee and award M-600514-08/TLR - Federal Legislative and Governmental Liaison Services to Alcalde & Fay of Arlington, Virginia, in the amount of \$72,000.00 per year.

County-wide

Ray Hooper

BACKGROUND:

On July 22, 2008, the Board of County Commissioners authorized staff to negotiate an agreement with the incumbent, Alcalde & Fay for Federal Legislative and Governmental Liaison Services. Staff negotiated the same rate as previous years and based upon a market analysis, the annual fee of \$72,000.00 is considerably lower than surrounding agencies' cost.

Funds will be available in account number 010900.530340 in FY08/09. A purchase order will be issued for the annual requirement and invoices will be processed monthly.

The term is for a period of one (1) year and at the sole option of the County, may be renewed for two (2) successive periods not to exceed one (1) year each.

Supporting documents include the Federal Legislative and Governmental Liaison Services Agreement as prepared and approved by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board to waive the procurement process, approve the negotiated fee and award M-600514-08/TLR - Federal Legislative and Governmental Liaison Services to Alcalde & Fay of Arlington, Virginia, in the amount of \$72,000.00 per year.

ATTACHMENTS:

1. Federal Legislative agreement

Additionally Reviewed By:

- Budget Review (Betty Segal, Lisa Spriggs)
- County Attorney Review (Ann Colby)

FEDERAL LEGISLATIVE AND GOVERNMENTAL LIAISON SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between Alcalde & Fay, whose address is 2111 Wilson Boulevard, 8th Floor, Arlington, Virginia 22201, hereinafter referred to as the "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 the "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY desires to retain the services of a competent and qualified consultant to perform legislative services and liaison activities with the United States Congress and agencies of the Federal Government including, by way of example, financial matters, and other substantial legislative, governmental and regulatory subject matters in Seminole County; and



WHEREAS, the COUNTY has received several expressions of interest from such consultants; and

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

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

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

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by the CONSULTANT under this

Agreement shall be in the form of written Notice to Proceed issued and executed by the COUNTY's representative as designated in Section 17.

SECTION 3. TERM. This Agreement shall take effect on the date of its execution by the parties and shall run for a period of one (1) year and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Absent notice by the COUNTY at least sixty (60) days prior to the end of a term, this Agreement shall be deemed to be automatically renewed.

SECTION 4. COMPENSATION AND PAYMENT/REIMBURSEMENT.

(a) The COUNTY agrees to compensate the CONSULTANT for the professional services called for under this Agreement a fee of seventy two thousand dollars (\$72,000.00), plus out-of-pocket expenses as hereafter detailed, for the initial year of service and any subsequent years unless a different fee amount is negotiated and memorialized in an amended agreement. The CONSULTANT shall perform all work required by the Scope of Services but, in no event, shall CONSULTANT be paid more than the negotiated yearly fee amount stated above plus out-of-pocket expenses as set forth herein.

(b) Payments shall be made to the CONSULTANT in twelve (12) equal payments of one-twelfth (1/12) of the total set forth in Subsection 4(a) plus reimbursable expenses.

(c) Reimbursable expenses include only actual expenditures made by the CONSULTANT in the interest of the COUNTY as follows:

(1) Travel expenses when traveling for the COUNTY, provided that such expenses are limited by the provisions of Subsections 112.061(7) and (8), Florida Statutes, or successor statutes.

(2) Expense of reproductions, messenger services, telephone tolls, parking, postage and handling.

(3) If authorized in writing in advance by the COUNTY, the cost of other expenditures made by the CONSULTANT in the interest of the COUNTY.

(d) Requests for reimbursable expenses shall be submitted in the same manner as requests for payment pursuant to Section 5.

SECTION 5. BILLING AND PAYMENT.

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

- (1) The name and address of the CONSULTANT;
- (2) Contract Number; and
- (3) Such other information as may be required by this

Agreement or requested by the COUNTY from time to time.

(b) The original invoice shall be sent to:

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

A duplicate copy of the invoice shall be sent to:

Deputy County Manager
County Services Building
1101 East First Street
Sanford, Florida 32771

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

SECTION 6. AUDIT OF RECORDS.

(a) The COUNTY may perform or have performed an audit of the records of the CONSULTANT after final payment to support final payment hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation

to the CONSULTANT 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 adjust payments to the CONSULTANT if necessary.

(b) The CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in 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 the COUNTY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 7. RESPONSIBILITY OF CONSULTANT.

(a) The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by CONSULTANT under this Agreement.

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

SECTION 8. OWNERSHIP OF DOCUMENTS. All deliverable documents and reports that result from the CONSULTANT's services under this Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONSULTANT.

SECTION 9. TERMINATION.

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

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

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

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

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

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

SECTION 10. EQUAL OPPORTUNITY EMPLOYMENT. The CONSULTANT agrees that it will not discriminate against any employee or applicant for

employment for work under this Agreement because of race, color, religion, sex, age, 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, sexual harassment, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 11. NO CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona-fide employee working solely for the CONSULTANT, 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, the COUNTY shall have the right to terminate the Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. ASSIGNMENT. This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the CONSULTANT hereto without prior written consent of the COUNTY and only by a document of equal dignity herewith; provided, however, that the CONSULTANT agrees to negotiate with the COUNTY in good faith as to fee amount and Scope of Services if an agency or entity of significance to the COUNTY desires to utilize the services of the CONSULTANT under this Agreement.

SECTION 13. SUBCONTRACTORS. In the event the CONSULTANT, 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, the CONSULTANT must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, the CONSULTANT shall remain fully responsible for the services and acts and omissions of subcontractors or other professional associates.

SECTION 14. INDEMNIFICATION OF COUNTY. The CONSULTANT hereby indemnifies and holds harmless the COUNTY, its officers, agents, and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of, allegedly arising out of, or related to the performance of services under this Agreement by the CONSULTANT, its officers, agents,  employees or subcontractors.

SECTION 15. INSURANCE.

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

(1) The CONSULTANT shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONSULTANT, the CONSULTANT shall provide the COUNTY

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

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

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



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

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

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

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

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

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

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

(A) CONSULTANT's insurance shall cover the CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by

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

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

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

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

(2) Commercial General Liability.

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

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

LIMITS

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

(3) Professional Liability Insurance. The CONSULTANT shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(4) Business Auto Policy.

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

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

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

LIMITS

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

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

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must 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 the CONSULTANT, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 16. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust the COUNTY's ADR procedures prior to filing suit or otherwise pursuing legal remedies. The COUNTY's ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims

include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement and ADR procedures therefor are set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) The 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 the COUNTY's ADR procedures set forth in Subsection (a) above of which the CONSULTANT had knowledge and failed to present during the COUNTY's ADR procedures.

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



SECTION 17. REPRESENTATIVE OF THE COUNTY AND THE CONSULTANT.

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement will arise. The COUNTY hereby designates the Deputy County Attorney as the COUNTY employee to whom all communications pertaining to the day to day conduct of the Agreement shall be addressed. The Deputy County Attorney, after consultation with the County Attorney and the County Manager, shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement. Additionally, the Chairman of the Board of County Commissioners, the County Manager or his or her designee, and the County Attorney or his or her designee is authorized to provide direction and instruction to the CONSULTANT relative to any decisions or policy

determinations pertaining to legislative activity.

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

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


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

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

SECTION 21. EMPLOYEE STATUS. Persons employed by the CONSULTANT in the performance of services and functions pursuant to this Agreement

shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

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

SECTION 23. PUBLIC RECORDS LAW. The CONSULTANT 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. The CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.



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

FOR SEMINOLE COUNTY:

Deputy County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

Alcalde & Fay
2111 Wilson Boulevard, 8th Floor
Arlington, Virginia 22201

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

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



SECTION 27. CONFLICT OF INTEREST. The CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government, the COUNTY's Code of Conduct or any provision of law relating to lobbying agencies of government.

(Signature Page Follows)

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

ALCALDE & FAY

Witness

By: _____

Witness

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

08/25/08

P:\Users\Legal Secretary CSB\Miscellaneous\Lobbyist Contract (Federal).doc

Attachment:

Exhibit "A" - Scope of Services

EXHIBIT A

SCOPE OF SERVICES

- The Consultant shall cooperate with and advise the County and its staff on an ongoing basis to identify Federal issues and Federal revenue sources which would benefit the residents of Seminole County including, but not limited to, the availability of Federal funding in grant programs or otherwise.
- The Consultant shall provide analysis and make recommendations in areas such as finance and taxation, the appropriations process, Federal regulation, water supply and treatment, transportation, growth management, planning, and any and all other legislative subject matters as directed by the County or as may come to the attention of the Consultant.
- The Consultant shall review and report to the County's designated representative, on all pertinent, pending Federal issues such as finance and taxation, regulatory matters, water supply and treatment, transportation, planning, infrastructure, and other legislation, appropriations and governmental and regulatory matters affecting Seminole County, directly or indirectly.
- The Consultant shall assist County staff in analyzing proposed Federal rules and legislation. The Consultant shall assist in the implementation of the County's legislative program.
- The Consultant shall provide information concerning the status of the individual bills and rules affecting the County and render advice and opinions as to strategy.
- The Consultant shall inform the County's designated representative of the necessity of desirability for participation by the County Chairman, the County Commissioners and County staff in the legislative or rulemaking processes to secure the implementation of the County's programs.
- The Consultant shall prepare information and work with the County Chairman, the County Commissioners and County staff when participation is needed in the legislative or rulemaking process.

- The Consultant shall attend meetings with the Board of County Commissioners and County staff as needed and requested by the County.
- The Consultant shall provide County staff with routine status reports by telephone and, when requested or desirable, in writing.
- The Consultant shall prepare and present oral reports to the Board of County Commissioners or to County staff, as needed or requested, including detailed information on legislation which has an impact on the County. The Consultant shall provide to the County on a continuing basis an analysis and a presentation of any pending legislation and appropriations affecting the County, directly or indirectly.
- The Consultant shall provide to the Board of County Commissioners and County staff a monthly written report covering the status on issues of interest.
- The Consultant shall advocate the positions of the County before Federal agencies and the Congress.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Group Health Insurance Renewal

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Gregory Foppiani

EXT: 5950

MOTION/RECOMMENDATION:

Authorize the BCC to approve the renewal of the Group Health Insurance policy with Blue Cross Blue Shield of Florida for the period beginning January 1, 2009, through December 31, 2009, with a 6.35% rate increase with no benefit changes.

County-wide

Meloney Lung

BACKGROUND:

Blue Cross Blue Shield of Florida (BCBSFL) has been the the County's provider for Employee Group Health Insurance since January 1, 2008. Prior to January 1, 2008, the County's provider for Group Health Insurance was United Healthcare from March 1, 1997, through December 31, 2007.

On August 26, 2008, the Risk Management Executive Committee voted 5-0 to recommend the renewal of the BCBSFL Group Health Contract with a 6.35% increase and no change in benefits.

STAFF RECOMMENDATION:

Staff recommends Board authorization and approval of the renewal for the Group Health Insurance policy with Blue Cross Blue Shield of Florida for the period beginning January 1, 2009, through December 31, 2009, with a 6.35% rate increase with no benefit changes.

ATTACHMENTS:

1. 2009 Group Health Insurance Premium

Additionally Reviewed By: No additional reviews

ATTACHMENT A

GROUP HEALTH INSURANCE PREMIUMS

January 1, 2009 - December 31, 2009

Type of Coverage	Total Monthly Rate	County Paid Portion Monthly	Employee Paid Portion	
			Monthly	Twice Monthly
OPTION #1: Blue Options POS Base Plan				
Employee Only	479.33	479.33	0.00	0.00
Employee & Spouse	1042.10	760.72	281.38	140.69
Employee & Child(ren)	999.19	739.25	259.94	129.97
Employee & Family	1578.84	1029.08	549.76	274.88
Option #2: Blue Options POS Premium Plan				
Employee Only	711.64	595.48	116.16	58.08
Employee & Spouse	1232.04	855.68	376.36	188.18
Employee & Child(ren)	1143.78	811.56	332.22	166.11
Employee & Family	1874.26	1176.80	697.46	348.73

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Parking Agreement with the U.S. Department of Agriculture

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Gregory Foppiani

EXT: 5950

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a parking agreement with the U.S. Department of Agriculture for parking at the Seminole County Criminal Justice Center during an impending hurricane or a declaration of a state of emergency.

County-wide

Meloney Lung

BACKGROUND:

The U.S. Department of Agriculture, located in Lake Mary, Florida, has requested permission for vehicle storage at the Seminole County Criminal Justice Center parking lot in the event of a declaration of a state of emergency. The County has designated 10 spaces to be used for this purpose.

Vehicles may remain up to twelve hours after the conclusion of a storm or cessation of a state of emergency.

The term of this agreement shall be for three (3) years and, upon mutual agreement of the parties, may be extended for two (2) additional one (1) year terms.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a parking agreement with the U.S. Department of Agriculture for parking at the Seminole County Criminal Justice Center during an impending hurricane or a declaration of a state of emergency.

ATTACHMENTS:

- 1. Agreement

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Ann Colby)</p>
--

**TEMPORARY VEHICLE STORAGE AGREEMENT
UNITED STATES DEPARTMENT OF AGRICULTURE**

THIS AGREEMENT is made and entered into this 15 day of August, 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 the **UNITED STATES DEPARTMENT OF AGRICULTURE**, whose address is 4195 N. U.S. Highway 17/92, Sanford, Florida 32771, hereinafter referred to as "USDA."

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of a certain building known as the Seminole County Criminal Justice Center located at 101 Bush Boulevard, Sanford, Florida 32773; and

WHEREAS, the Board of County Commissioners has the authority under Section 125.35, Florida Statutes to designate real property for the particular use it deems to be the highest and best; and

WHEREAS, the USDA is in need of temporary storage space for certain vehicles in the event of a declaration of a state of emergency; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to the USDA as are outlined under this Agreement constitutes a County purpose,

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the COUNTY and USDA agree as follows:

1. STORAGE LOCATION. The COUNTY agrees to permit USDA to store those vehicles, as described in Exhibit A, attached hereto, in

the ten (10) spaces as shown on Exhibit B, attached hereto, for those periods of time between a declaration of a state of emergency or twelve (12) hours prior to a projected hurricane arrival, whichever occurs first, and twelve (12) hours after the conclusion of a storm event or cessation of a state of emergency, whichever occurs first.

2. **TERM.** The term of this Agreement shall be for three (3) years and, upon mutual agreement of the parties, may be extended for two (2) additional one (1) year terms.

3. **USE OF PREMISES.** USDA shall have the exclusive use of the designated spaces for parking of the designated vehicles during state of emergency/storm events for the term of this Agreement. USDA covenants that it will not use or permit the premises to be used for any purpose prohibited by the laws of the United States of America or the State of Florida, or the ordinances of Seminole County or of the City of Sanford; it shall not use or keep any substance or material in or about the premises which may vitiate or endanger the premises or increase the hazard of risk, and it shall not permit any nuisance on the premises.

4. **ASSIGNED AND SUBLETTING.** The USDA shall not assign or sublet the premises or any part thereof without first obtaining the written consent of the COUNTY nor shall it change the assigned vehicles permitted on said premises without the written consent of COUNTY.

5. **LIABILITIES AND RESPONSIBILITIES OF THE PARTIES.**

(a) Each party to this Lease Agreement is responsible for all personal injury and property damage attributable to the negligent acts

or omissions arising out of this Lease Agreement of that party and the officers, employees, and agents thereof. The USDA insurance coverage shall be as provided below, with proof thereof to be provided to the COUNTY upon request.

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY and the USDA beyond the waiver provided for in Section 768.28, Florida Statutes. The waiver of a provision herein by either party shall not constitute the further waiver of said provision or the waiver of any other provision.

6. INSURANCE. The USDA agrees to provide Business Auto coverage for the vehicles as indicated in Exhibit A.

Business Auto Policy.

(a) USDA'S insurance shall cover USDA and COUNTY 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 USDA (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, USDA 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 USDA shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

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

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$100,000.00

7. REMOVAL OF PROPERTY. USDA shall without demands therefore and at its own cost and expense remove all vehicles belonging to it within twelve (12) hours after cessation of the declaration of a state of emergency or end of a storm event, whichever comes first, repair all damage to the premises caused by such storage or removal, and restore the premises to the condition it was in prior to the start of the storage event. Any vehicles not so removed in a timely manner shall be deemed to have been abandoned by USDA and may be retained or disposed of by COUNTY.

8. ACCEPTANCE OF PREMISES BY USDA. The placement of USDA vehicles on the premises by the USDA shall be conclusive evidence that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted, and said premises were acceptable to the USDA.

9. AMENDMENT OR MODIFICATION. Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements, or warranties, except such as are

expressed herein, and that no amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease Agreement.

10. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail with return receipt requested and sent to:

For COUNTY:

Administrative Services
200 W. County Home Road
Sanford, FL 32773-6179

For USDA:

United States Department of Agriculture
4195 N. U.S. Highway 17/92
Sanford, FL 32771



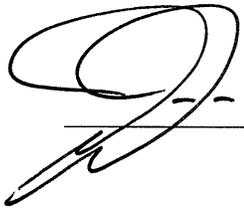
11. DEFAULT. Either party to this Agreement in the event of act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

12. APPLICABLE LAW. This Lease Agreement shall be construed under and in accordance with the laws of the State of Florida.

(Signature Page Follows)

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

ATTEST:



UNITED STATES DEPARTMENT OF AGRICULTURE

By: Cretas A. Chantello, USDA APHIS-CARD
Supervisory Office in Charge
Agency Head

Date: 08-15-08

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
7/24/08

P:\Users\Legal Secretary CSB\Administrative Services\Vehicle Storage - USDA.doc

Attachment:

- Exhibit "A" - List of Permitted Vehicles
- Exhibit "B" - Designated Storage Spaces

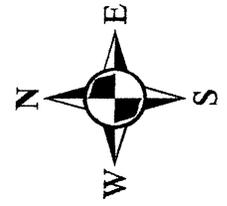
EXHIBIT A

4195 N. Highway 17/92

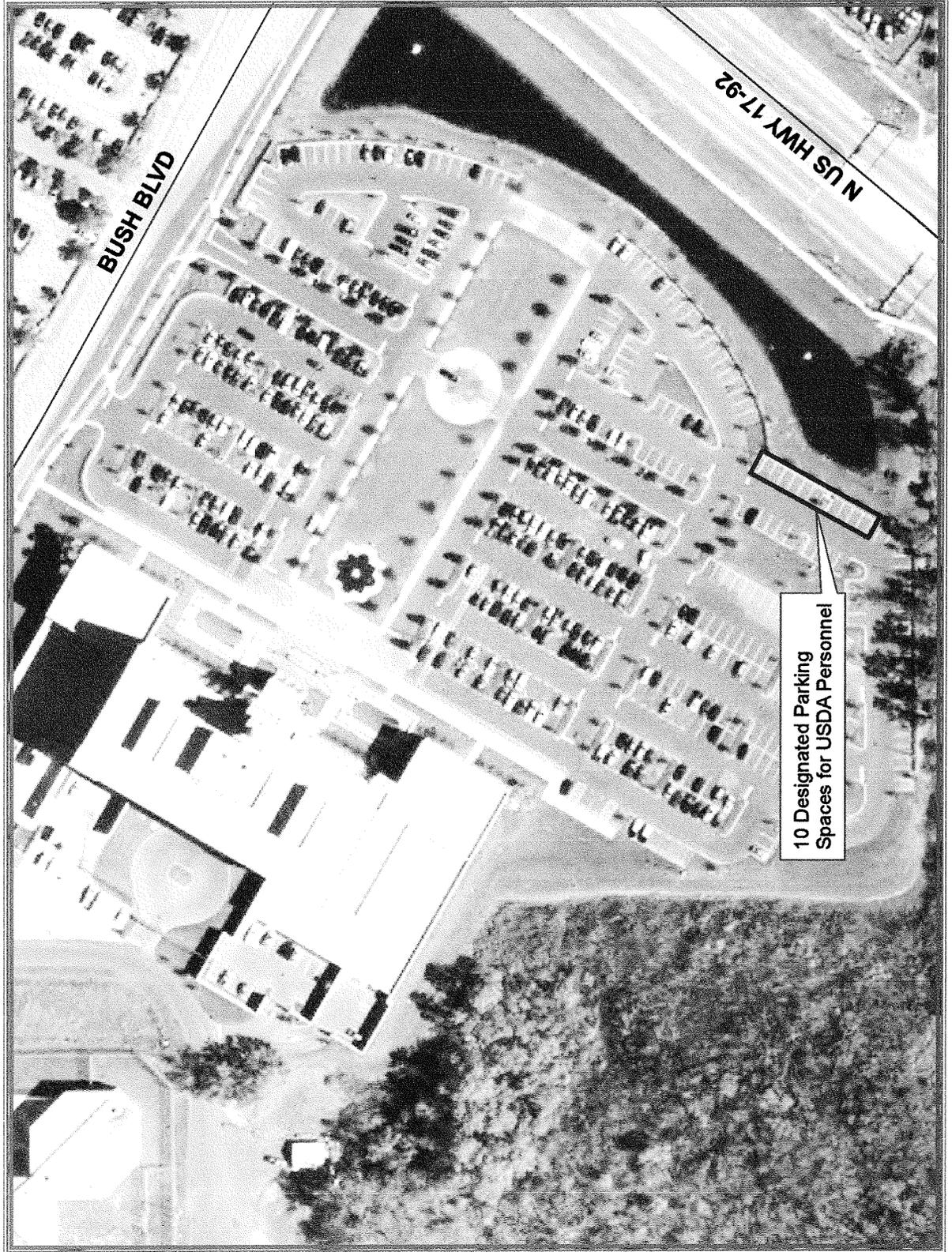
Sanford, Fl 32773

TAG#	Year	MAKE/MODEL	Current Mileage	Color
A339613	2007	Dodge Dakota	4323	Blue
A339614	2007	Dodge Dakota	28040	Blue
A339615	2007	Dodge Dakota	11309	Blue
A339617	2007	Dodge Dakota	16959	Blue
A339618	2007	Dodge Dakota	21958	Blue
A339619	2007	Dodge Dakota	15007	Blue
A339620	2007	Dodge Dakota	13973	Blue
A339650	2007	Dodge Dakota	4965	Blue
A345768	2008	Chevy Impala	818	Silver

EXHIBIT B



**GIS Aerial Map of
Seminole County Criminal Justice Center**



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County Health Department Fee Resolution

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY:

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approval and authorization for the Board of County Commissioners to adopt the Seminole County Health Department Fee Resolution to update the Administrative Code.

County-wide

Joe Forte

BACKGROUND:

Each year, the County Health Department reviews existing fee resolutions to ensure proper fees are charged for services provided to the public.

The Seminole County Health Department proposes that a new fee Resolution be adopted which amends certain fees set forth in Section 20.26 "Health Department" of the County Administrative Code. The proposed fee Resolution includes revisions to existing services offered by the Seminole County Health Department.

The proposed changes will not affect low-income citizens who qualify for Medicaid.

STAFF RECOMMENDATION:

Staff recommends the approval and authorization for the Board of County Commissioners to adopt the Seminole County Health Department Fee Resolution to update the Administrative Code.

ATTACHMENTS:

- 1. Resolution
- 2. Administrative Code

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> Budget Review (Betty Segal, Lin Polk, Lisa Spriggs)</p> <p><input type="checkbox"/> County Attorney Review (Susan Dietrich)</p>

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, pursuant to Special Acts of the Legislature, Chapter 67-1845, Seminole County was given authority to establish and amend, as needed, a schedule of fees for services by the County Health Department; and

WHEREAS, due to the enormous number of laboratory tests and procedures available for proper health care, and the addition of new tests and procedures brought forth by advance of medical science, Seminole County does hereby adopt by reference those charges set forth under the State of Florida Medicaid Reimbursement Rate as they may be amended from time to time by the Seminole County Health Department for those primary care services, including but not limited to, laboratory tests and x-rays, for which there are no specific fees set in the attached fee schedule; and

WHEREAS, due to insufficient current State funding sources, Seminole County is seeking to recover costs associated with certain primary care and community public health services provided; and

WHEREAS, the fees established in the fee schedule represent the maximum charge for each service but may be adjusted on a sliding scale, based upon the income of the recipient of the services, pursuant to State of Florida guidelines; and

WHEREAS, each year the County reviews existing fee resolutions to ensure proper fees are charged for its services.

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

Section 20.26 "Health Department", Seminole County Administrative Code, is amended as identified in the attached revised Fee Resolution. The attached changes are for inclusion in the Seminole County Administrative Code.

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: _____

SED/sjs
9/5/08
Attachment

Section 20.26 Health Department "Fee Resolutions"

SECTION 20. FEE RESOLUTIONS**20.26 HEALTH DEPARTMENT**

A. PURPOSE. To establish public health service fees in order to expand existing public health services to the community at large.

B. PRIMARY CARE SERVICES.

(1) Acute/Episodic Illness - Primary care services will be charged on a fee-for-service basis not less than the prevailing Medicaid rate, nor more than the prevailing Medicare rate. The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate. Medicaid identification will be accepted as full payment in lieu of charges.

(2) Family Planning - The fee will be derived by considering the type of visit, the client sliding fee group based on Federal OMB Guidelines, and the State Medicaid rate. Medicaid identification will be accepted as full payment in lieu of charges.

(3) Well Child Services - The fee will be derived by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate not less than the prevailing Medicaid rate, ~~not more than the prevailing Medicaid rate.~~ Medicaid identification will be accepted as full payment in lieu of the fee.

(4) School/Day Care Physicals - A one-time service, \$30.00 per physical. (A limited visit which fulfills the basic requirement of the School System or a Day Care Center. Lab tests and/or other services performed beyond the basic requirement will be charged for separately.)

(5) Maternity Services - ~~All clients~~ Clients who are presumed eligible will receive continued prenatal care through delivery and postpartum care. Those clients who are denied active Medicaid and wish to continue receiving services will enter into a contract for the amount of \$2,300 which includes prenatal care and delivery with a postpartum visit. Those clients with insurance coverage will assign benefits to the CHD. Prenatal care clients will be billed in full for all services rendered if they are unwilling to follow through with seeking Medicaid eligibility.

(6) Dental Clinic - The fee is based on the Medicaid rate. Seminole County residents who do not meet the requirement of being "active Medicaid", up to the age of 21 years or pregnant (using Medicaid Services), can be screened through Community Assistance for dental services at this clinic.

(7) Pharmacy - Fees are assessed per cost of prescription plus dispensing fee. The fee will be derived by adding \$5.00 dispensing fee plus the cost of prescription. Cost of prescription is the cost of medication plus 0% to 20% to be

determined on a sliding fee scale category. The payment will be assessed by considering the client sliding fee group, which is calculated at eligibility determination, based on Federal OMB Guidelines. Medicaid identification will be accepted as full payment in lieu of charges.

(8) Lead Screening - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB guidelines. The fee group will be applied to the rate established by the State Medicaid program. Medicaid identification will be accepted as full payment in lieu of charges.

(9) Blood Chemistries Only - Actual Cost plus per visit specimen drawing and handling fee of	\$20.00
(10) Herpes Quantification Test	\$45.00
(11) Pregnancy Test - Nurse Consultation	Medicaid Rate <u>\$19.00</u>
(12) Pregnancy Test – Teenage clients	No Charge
(13) Chest X-ray	Medicaid Rate
(14) Lamaze Classes - Private Sector (5 weeks) Not receiving care from SCHD	\$40.00
Enrolled SCHD Clients (5 weeks)	\$20.00
(15) Hypertension, series of up to five tests	\$5.00
(16) Thin-Prep PAP laboratory test	\$25.00

C. COMMUNITY PUBLIC HEALTH SERVICES

(1) Tuberculosis X-ray for suspected, confirmed or symptomatic contact or case	No Charge
(2) Tuberculosis (TB) Sputum Culture for suspected, confirmed or symptomatic contact or case	No Charge
(3) Chest X-ray for health care employees or for vocational or college student program requirements, with physician interpretation <u>nurse assessment</u> .	\$35.00 <u>\$25.00</u>
Nurse assessment.	\$25.00

(4) Tuberculin (TB) Skin Test, with reading and nurse assessment. ~~\$5.00~~ \$30.00

Nurse assessment. ~~\$25.00~~

(5) Sexually Transmitted Diseases - The fee will be derived by considering the client sliding fee group which is calculated at eligibility determination, based on Federal OMB Guidelines. The fee group will be applied to the rate established by the State Medicaid Program. Medicaid identification will be accepted as full payment in lieu of charges. Patients referred by the Disease Intervention Specialist for initial testing may be charged.

(6) Testing for HIV I Antibodies

(a) For Health Department Clients with eligibility card:

for test results within the normal time period (State Lab per sliding fee scale) No Charge to \$20.00

for faster test results (within 48 hours) Private Lab \$40.00

(b) For people who are not already Health Department Clients:

for test results within the normal time period (State Lab) \$20.00

for faster test results (within 48 hours) Private Lab \$40.00

(7) Immunizations for adults (such as international travel vaccinations, hepatitis prevention, etc.):

(a) Flat Fee: Prevailing vaccine costs plus dispensing fee.

Dispensing Fee: \$20.00

(b) Influenza vaccine, includes dispensing fee ~~\$20.00~~ \$30.00

(c) Pneumococcal vaccine, includes dispensing fee ~~\$25.00~~ \$45.00

(8) Required Immunizations for children up to age 18 No Charge



SEMINOLE COUNTY ADMINISTRATIVE CODE

- (9) Laboratory Services: Prevailing lab cost plus blood drawing or urine collection fee.

Blood Drawing or Urine Collection Fee: \$15.00

- (10) Class/Seminar attendance registration
Per person charge for health care, social work and counseling employees

AIDS 101	\$ 5.00
AIDS 500	\$10.00
AIDS 501	\$50.00

D. VITAL STATISTICS:

- (1) Birth Certificates:

County Fee \$8.00

State Fee pursuant to Section 382.025,
FS (Surcharge for Certificates Issued by
Local Registrars) \$2.50

State Surcharge, Child Welfare Training
Trust Fund \$1.50

Total Fee for Birth Certificates \$12.00

(2) Additional Copies \$8.00

(3) Protective covers \$3.00

(4) Death Certificates - Certified Copy \$8.00

E. MEDICAL RECORDS:

(1) Copying of Medical Record (per page) 50 cents

F. PUBLIC RECORDS:

(1) Copying of Public Record (per page) 25 cents

G. ENVIRONMENTAL HEALTH SERVICES: The following Environmental Health fees are hereby adopted as authorized by State of Florida Administrative Code or Policy, unless otherwise indicated.

(1) Water

(a) Health Department Laboratory analysis per
sample \$20.00



(b)	Chemical sampling per site visit	
	State Fee	\$50.00
	County Fee	<u>\$10.00</u>
	Total	\$60.00
(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	\$50.00
	County Fee	<u>\$10.00</u>
	Total	\$60.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	\$55.00
	County Fee	<u>\$10.00</u>
	Total	\$65.00
(e)	Limited use public water system annual operating permit	
	State Fee (Initial)	\$75.00
	County Fee	<u>\$20.00</u>
	Total	\$95.00
	State Fee (Renewal)	\$70.00
	County Fee	<u>\$20.00</u>
	Total	\$90.00

*Note: The Seminole County Health Department will charge no drinking water fee without authority to do so by Statute or rule.

(2) Swimming Pools and Bathing Places

(a)	Annual operating permit - up to and including 25,000 gallons	\$100.00
	County Fee	<u>\$ 25.00</u>
	Total	\$125.00
(b)	Annual operating permit - more than 25,000 gallons	\$200.00
	County Fee	<u>\$ 65.00</u>
	Total	\$265.00
(c)	Late fee - (on permits paid after June 30)	
	County Fee	\$50.00



SEMINOLE COUNTY ADMINISTRATIVE CODE

(d)	Re-inspection Fee per each re-inspection County Fee	\$25.00
(e)	Variance Applications	\$25.00
(f)	Exempted Condo Pools State Fee County Fee Total	\$50.00 <u>\$10.00</u> \$60.00
(3)	Septic Tanks (Onsite Sewage Treatment and Disposal Systems) (OSTDS)	
(a)	New septic tank State fee pursuant to Chapter 64E-6, F.A.C. County Fee Total fee for standard or filled septic tank	\$ 305.00 <u>\$ 50.00</u> \$ 355.00
(b)	Septic Tank Modification(s) State fees pursuant to Chapter 64E-6, F.A.C. County Fee Total fee for Septic Tank Modification(s)	\$185.00 <u>\$ 50.00</u> \$235.00
(c)	Septic tank repair permit State fee pursuant to Chapter 64E-6, F.A.C County Application Fee Total fee for septic tank repair permit	\$175.00 <u>\$ 35.00</u> \$210.00
(d)	Re-inspection fee per each non- compliance re-inspection County Fee State Fee pursuant to Chapter 64E-6, F.A.C. Total	\$ 25.00 <u>\$ 50.00</u> \$ 75.00
(e)	Septic System Abandonment Permit State Fee County Fee Total	\$ 40.00 <u>\$ 40.00</u> \$ 80.00
(f)	Variance Application for a Single Family Residence per each lot or building site State Fee County Fee Total	\$150.00 <u>\$ 50.00</u> \$200.00



SEMINOLE COUNTY ADMINISTRATIVE CODE

(g)	Variance Application for a Multi-family or Commercial building per each building site	
	State Fee	\$200.00
	County Fee	<u>\$ 50.00</u>
	Total	\$250.00
(h)	Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting	
(i)	Plan Review	
	County Fee	\$50.00
(ii)	Soil Profile Fee	
	County Fee	\$100.00
(i)	Late Fees for Delinquent Onsite Sewage Operating Permits	
	County Fee	\$50.00
(j)	Permit amendment	
	State Fee	\$55.00
	County Fee	<u>\$20.00</u>
	Total	\$75.00
(k)	Voluntary timed inspection	\$50.00
(l)	Fast Track Permitting Consultation for New, Modification & Existing Sewage	\$75.00
(m)	DRC Plan Review Small Site Plan, Development Plan	\$35.00
(n)	DRC Plan Review Site Plan, Preliminary & Final Engineering Subdivision (4 reviews)	\$150.00
	(reviews after 4)	\$ 35.00
(o)	Managed System Fee	
	County Fee	\$50.00
(p)	Site Re-Evaluation Fee	
	State Fee	\$ 75.00
	County Fee	<u>\$ 25.00</u>
	Total	\$100.00

(q)	Aerobic Treatment Unit Maintenance Annual Permit	
	State Fee	\$25.00
	County Fee	<u>\$50.00</u>
	Total	\$75.00
(r)	Annual Operating Performance Permits for Performance Based Systems	
	State Fee	\$ 50.00
	County Fee	<u>\$ 50.00</u>
	Total	\$100.00
(4)	Food Service	
(a)	Annual permit for Child Care Centers with food service permitted pursuant to Chapter 64E-11, Florida Administrative Code	
	State Fee	\$ 85.00
	County Fee	<u>\$ 15.00</u>
	Total	\$100.00
(b)	Late renewal of Annual Certificates	
	State Fee	\$25.00
	County Fee	<u>\$ 5.00</u>
	Total	\$30.00
(c)	Alcoholic Beverage Establishment Inspection	
	State Fee	\$30.00
	County Fee	<u>\$20.00</u>
	Total	\$50.00
(d)	Reinspection Fee (1 st)	\$50.00
(e)	Annual Permit – Nursing Homes	
	State Fee	\$210.00
	County Fee	<u>\$ 40.00</u>
	Total	\$250.00
(f)	Annual Permit – Adult Living Facilities	
	State Fee	\$110.00
	County Fee	<u>\$ 50.00</u>
	Total	\$160.00



(g)	Annual Permit – Schools	
	State Fee	\$160.00
	County Fee	<u>\$ 90.00</u>
	Total	\$250.00
(h)	Annual Permit – Civic Organizations	
	State Fee	\$160.00
	County Fee	<u>\$ 90.00</u>
	Total	\$250.00
(i)	Annual Permit – Hospitals	
	State Fee	\$210.00
	County Fee	<u>\$ 40.00</u>
	Total	\$250.00
(j)	Annual Permit – Detention Centers & Jails	
	State Fee	\$210.00
	County Fee	<u>\$ 40.00</u>
	Total	\$250.00
(k)	Food Service Plan Review	
	State Fee/hour (1 hour minimum)	\$35.00
	County Fee	<u>\$15.00</u>
	Total/hour (1 hour minimum)	\$50.00
(5)	Other Services	
(a)	Tanning Facilities	
	Re-inspection fee per each re-inspection	
	County Fee	\$25.00
(b)	Body Piercing	
	Re-Inspection fee per required re-inspection	
	County Fee	\$25.00
(c)	Rabies test (low-risk species)	\$100.00
(d)	Group Care Homes and Facilities	
(i)	Residential Group Home(s)	
	Voluntary request for inspection	
	County Fee	\$50.00



- (ii) Adult Living Facilities
General sanitation inspection as required
by Agency for Health Care Administration
County Fee \$50.00

- (iii) Day Care Centers
Semi-Annual General sanitation
inspections (Annual Fee)
County Fee \$50.00

- (e) Foster Homes
 - (i) Annual environmental health inspection
County Fee \$50.00

 - (ii) Foster Home Reinspection \$25.00

- (f) Schools: Semi-annual environmental health
inspection of school facilities (Annual Fee)
County Fee \$100.00

- (g) Housing and Public Buildings
Adult Entertaining Light meter reading \$50.00

H. AUTHORITY. Resolution 2004-R-23 adopted February 10, 2004
Resolution 2006-R-130 adopted June 13, 2006
Resolution 2006-R-213 adopted September 26, 2006
Resolution 2007-R-170 adopted September 25, 2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: FY 2008/2009 Contract Between the State of Florida Department of Health and Seminole County

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY:

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approval of the FY 2008/2009 Contract between Seminole County and the State of Florida Department of Health for Operation of the Seminole County Health Department and authorization for the Chairman of the Board of County Commissioners to execute the Contract in the amount of \$856,104.00.

County-wide

Joe Forte

BACKGROUND:

Each year Seminole County enters into a contract with the State of Florida Department of Health which specifies the funding and health services to be delivered to the residents of Seminole County. The Seminole County FY 2008/2009 appropriation is an amount not to exceed \$856,104.

This funding agreement is decreased \$161,789 from the FY 2007/2008 appropriated amount and is contingent upon the adoption of the proposed Budget FY 2008/2009.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the FY 2008/2009 contract between the State of Florida Department of Health and Seminole County and authorization for the Chairman of the Board of County Commissioners to execute the contract in the amount of \$856,104.00.

ATTACHMENTS:

1. Contract

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Susan Dietrich)</p>

**CONTRACT BETWEEN
SEMINOLE COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE SEMINOLE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2008-2009**

This agreement ("Agreement") is made and entered into between the State of Florida, Department of Health ("State") and Seminole County ("County"), through their undersigned authorities, effective October 1, 2008.

RECITALS

A. Pursuant to Chapter 154, F.S., the intent of the legislature is to "promote, protect, maintain, and improve the health and safety of all citizens and visitors of this state through a system of coordinated county health department services."

B. County Health Departments were created throughout Florida to satisfy this legislative intent through "promotion of the public's health, the control and eradication of preventable diseases, and the provision of primary health care for special populations."

C. Seminole County Health Department ("CHD") is one of the County Health Departments created throughout Florida. It is necessary for the parties hereto to enter into this Agreement in order to assure coordination between the State and the County in the operation of the CHD.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RECITALS. The parties mutually agree that the forgoing recitals are true and correct and incorporated herein by reference.

2. TERM. The parties mutually agree that this Agreement shall be effective from October 1, 2008, through September 30, 2009, or until a written agreement replacing this Agreement is entered into between the parties, whichever is later, unless this Agreement is otherwise terminated pursuant to the termination provisions set forth in paragraph 8, below.

3. SERVICES MAINTAINED BY THE CHD. The parties mutually agree that the CHD shall provide those services as set forth on Part III of Attachment II hereof, in order to maintain the following three levels of service pursuant to Section 154.01(2), Florida Statutes, as defined below:

a. "Environmental health services" are those services which are organized and operated to protect the health of the general public by monitoring and regulating activities in the environment which may contribute to the occurrence or transmission of disease. Environmental health services shall be supported by available federal, state and local

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility (*direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C*) as provided in Attachment II, Part II is an amount not to exceed \$ 7,037,445 (*State General Revenue, Other State Funds and Federal Funds listed on the Schedule C*). The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility (*direct contribution excluding any fees, other cash or local contributions*) as provided in Attachment II, Part II is an amount not to exceed \$856,104 (*amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment*).

b. Overall expenditures will not exceed available funding or budget authority, whichever is less, (either current year or from surplus trust funds) in any service category. Unless requested otherwise, any surplus at the end of the term of this Agreement in the County Health Department Trust Fund that is attributed to the CHD shall be carried forward to the next contract period.

c. Either party may establish service fees as allowed by law to fund activities of the CHD. Where applicable, such fees shall be automatically adjusted to at least the Medicaid fee schedule.

d. Either party may increase or decrease funding of this Agreement during the term hereof by notifying the other party in writing of the amount and purpose for the change in funding. If the State initiates the increase/decrease, the CHD will revise the Attachment II and send a copy of the revised pages to the County and the Department of Health, Bureau of Budget Management. If the County initiates the increase/decrease, the County shall notify the CHD. The CHD will then revise the Attachment II and send a copy of the revised pages to the Department of Health, Bureau of Budget Management.

e. The name and address of the official payee to who payments shall be made is:

County Health Department Trust Fund
Seminole County
400 W. Airport Blvd.
Sanford, FL 32773

5. CHD DIRECTOR/ADMINISTRATOR. Both parties agree the director/administrator of the CHD shall be a State employee or under contract with the State and will be under the day-to-day direction of the Deputy State Health Officer. The director/administrator shall be selected by the State with the concurrence of the County. The director/administrator of the CHD shall insure that non-categorical sources of funding are used to fulfill public health priorities in the community and the Long Range Program Plan. A report detailing the status of public health as measured by outcome measures and similar indicators will be sent by the CHD director/administrator to the parties no later than October 1 of each year (*This is the standard quality assurance "County Health Profile" report located on the Office of Planning, Evaluation & Data Analysis Intranet site*).

6. ADMINISTRATIVE POLICIES AND PROCEDURES. The parties hereto agree that the following standards should apply in the operation of the CHD:

a. The CHD and its personnel shall follow all State policies and procedures, except to the extent permitted for the use of county purchasing procedures as set forth in subparagraph b., below. All CHD employees shall be State or State-contract personnel subject to State personnel rules and procedures. Employees will report time in the Health Management System compatible format by program component as specified by the State.

b. The CHD shall comply with all applicable provisions of federal and state laws and regulations relating to its operation with the exception that the use of county purchasing procedures shall be allowed when it will result in a better price or service and no statewide Department of Health purchasing contract has been implemented for those goods or services. In such cases, the CHD director/administrator must sign a justification therefore, and all county-purchasing procedures must be followed in their entirety, and such compliance shall be documented. Such justification and compliance documentation shall

be maintained by the CHD in accordance with the terms of this Agreement. State procedures must be followed for all leases on facilities not enumerated in Attachment IV.

c. The CHD shall maintain books, records and documents in accordance with those promulgated by the Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB), and the requirements of federal or state law. These records shall be maintained as required by the Department of Health Policies and Procedures for Records Management and shall be open for inspection at any time by the parties and the public, except for those records that are not otherwise subject to disclosure as provided by law which are subject to the confidentiality provisions of paragraph 6.i., below. Books, records and documents must be adequate to allow the CHD to comply with the following reporting requirements:

- i.* The revenue and expenditure requirements in the Florida Accounting System Information Resource (FLAIR).
- ii.* The client registration and services reporting requirements of the minimum data set as specified in the most current version of the Client Information System/Health Management Component Pamphlet;
- iii.* Financial procedures specified in the Department of Health's Accounting Procedures Manuals, Accounting memoranda, and Comptroller's memoranda;
- iv.* The CHD is responsible for assuring that all contracts with service providers include provisions that all subcontracted services be reported to the CHD in a manner consistent with the client registration and service reporting requirements of the minimum data set as specified in the Client Information System/Health Management Component Pamphlet.

d. All funds for the CHD shall be deposited in the County Health Department Trust Fund maintained by the state treasurer. These funds shall be accounted for separately from funds deposited for other CHDs and shall be used only for public health purposes in Seminole County.

e. That any surplus/deficit funds, including fees or accrued interest, remaining in the County Health Department Trust Fund account at the end of the contract year shall be credited/debited to the state or county, as appropriate, based on the funds contributed by each and the expenditures incurred by each. Expenditures will be charged to the program accounts by state and county based on the ratio of planned expenditures in the core contract and funding from all sources is credited to the program accounts by state and county. The equity share of any surplus/deficit funds accruing to the state and county is determined each month and at contract year-end. Surplus funds may be applied toward the funding requirements of each participating governmental entity in the following year. However, in each such case, all surplus funds, including fees and accrued interest, shall remain in the trust fund until accounted for in a manner which clearly illustrates the amount which has been credited to each participating governmental entity. The planned use of

surplus funds shall be reflected in Attachment II, Part I of this contract, with special capital projects explained in Attachment V.

f. There shall be no transfer of funds between the three levels of services without a contract amendment unless the CHD director/administrator determines that an emergency exists wherein a time delay would endanger the public's health and the Deputy State Health Officer has approved the transfer. The Deputy State Health Officer shall forward written evidence of this approval to the CHD within 30 days after an emergency transfer.

g. The CHD may execute subcontracts for services necessary to enable the CHD to carry out the programs specified in this Agreement. Any such subcontract shall include all aforementioned audit and record keeping requirements.

h. At the request of either party, an audit may be conducted by an independent CPA on the financial records of the CHD and the results made available to the parties within 180 days after the close of the CHD fiscal year. This audit will follow requirements contained in OMB Circular A-133 and may be in conjunction with audits performed by county government. If audit exceptions are found, then the director/administrator of the CHD will prepare a corrective action plan and a copy of that plan and monthly status reports will be furnished to the contract managers for the parties.

i. The CHD shall not use or disclose any information concerning a recipient of services except as allowed by federal or state law or policy.

j. The CHD shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings.

k. The CHD shall maintain confidentiality of all data, files, and records that are confidential under the law or are otherwise exempted from disclosure as a public record under Florida law. The CHD shall implement procedures to ensure the protection and confidentiality of all such records and shall comply with sections 384.29, 381.004, 392.65 and 456.057, Florida Statutes, and all other state and federal laws regarding confidentiality. All confidentiality procedures implemented by the CHD shall be consistent with the Department of Health Information Security Policies, Protocols, and Procedures, dated April 2005, as amended, the terms of which are incorporated herein by reference. The CHD shall further adhere to any amendments to the State's security requirements and shall comply with any applicable professional standards of practice with respect to client confidentiality.

l. The CHD shall abide by all State policies and procedures, which by this reference are incorporated herein as standards to be followed by the CHD, except as otherwise permitted for some purchases using county procedures pursuant to paragraph 6.b. hereof.

m. The CHD shall establish a system through which applicants for services and current clients may present grievances over denial, modification or termination of services. The

CHD will advise applicants of the right to appeal a denial or exclusion from services, of failure to take account of a client's choice of service, and of his/her right to a fair hearing to the final governing authority of the agency. Specific references to existing laws, rules or program manuals are included in Attachment I of this Agreement.

n. The CHD shall comply with the provisions contained in the Civil Rights Certificate, hereby incorporated into this contract as Attachment III.

o. The CHD shall submit quarterly reports to the county that shall include at least the following:

i. The DE385L1 Contract Management Variance Report and the DE580L1 Analysis of Fund Equities Report;

ii. A written explanation to the county of service variances reflected in the DE385L1 report if the variance exceeds or falls below 25 percent of the planned expenditure amount. However, if the amount of the service specific variance between actual and planned expenditures does not exceed three percent of the total planned expenditures for the level of service in which the type of service is included, a variance explanation is not required. A copy of the written explanation shall be sent to the Department of Health, Bureau of Budget Management.

p. The dates for the submission of quarterly reports to the county shall be as follows unless the generation and distribution of reports is delayed due to circumstances beyond the CHD's control:

i. March 1, 2009 for the report period October 1, 2008 through December 31, 2008;

ii. June 1, 2009 for the report period October 1, 2008 through March 31, 2009;

iii. September 1, 2009 for the report period October 1, 2008 through June 30, 2009; and

iv. December 1, 2009 for the report period October 1, 2008 through September 30, 2009.

7. FACILITIES AND EQUIPMENT. The parties mutually agree that:

a. CHD facilities shall be provided as specified in Attachment IV to this contract and the county shall own the facilities used by the CHD unless otherwise provided in Attachment IV.

b. The county shall assure adequate fire and casualty insurance coverage for County-owned CHD offices and buildings and for all furnishings and equipment in CHD offices through either a self-insurance program or insurance purchased by the County.

c. All vehicles will be transferred to the ownership of the County and registered as county vehicles. The county shall assure insurance coverage for these vehicles is available through either a self-insurance program or insurance purchased by the County. All vehicles will be used solely for CHD operations. Vehicles purchased through the County Health Department Trust Fund shall be sold at fair market value when they are no longer needed by the CHD and the proceeds returned to the County Health Department Trust Fund.

8. TERMINATION.

a. Termination at Will. This Agreement may be terminated by either party without cause upon no less than one-hundred eighty (180) calendar days notice in writing to the other party unless a lesser time is mutually agreed upon in writing by both parties. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

b. Termination Because of Lack of Funds. In the event funds to finance this Agreement become unavailable, either party may terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery.

c. Termination for Breach. This Agreement may be terminated by one party, upon no less than thirty (30) days notice, because of the other party's failure to perform an obligation hereunder. Said notice shall be delivered by certified mail, return receipt requested, or in person to the other party's contract manager with proof of delivery. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

9. MISCELLANEOUS. The parties further agree:

a. Availability of Funds. If this Agreement, any renewal hereof, or any term, performance or payment hereunder, extends beyond the fiscal year beginning July 1, 2009, it is agreed that the performance and payment under this Agreement are contingent upon an annual appropriation by the Legislature, in accordance with section 287.0582, Florida Statutes.

b. Contract Managers. The name and address of the contract managers for the parties under this Agreement are as follows:

For the State:

Mike Napier
Name

Administrator
Seminole County Health Dep't
Title

400 W. Airport Blvd.
Sanford, FL 32773
Address

(407) 665-3200
Telephone

For the County:

Joe Forte
Name

Deputy
County Manager
Title

1101 E. First Street
Sanford, FL 32771
Address

(407) 665-7212
Telephone

If different contract managers are designated after execution of this Agreement, the name, address and telephone number of the new representative shall be furnished in writing to the other parties and attached to originals of this Agreement.

c. Captions. The captions and headings contained in this Agreement are for the convenience of the parties only and do not in any way modify, amplify, or give additional notice of the provisions hereof.

In WITNESS THEREOF, the parties hereto have caused this 24 page agreement to be executed by their undersigned officials as duly authorized effective the 1st day of October, 2008.

**BOARD OF COUNTY COMMISSIONERS
FOR SEMINOLE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Brenda Carey

TITLE: Chairman, Board County
Commissioners

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Maryanne Morse

TITLE: Clerk to the Board of County
County Commissioners of
Seminole County, Florida

DATE: _____

SIGNED BY: _____

NAME: Ana M. Viamonte Ros, M.D., M.P.H.

TITLE: State Surgeon General

DATE: _____

SIGNED BY: _____

NAME: Michael Napier

TITLE: CHD Administrator

DATE: _____

ATTACHMENT I

SEMINOLE COUNTY HEALTH DEPARTMENT

PROGRAM SPECIFIC REPORTING REQUIREMENTS AND PROGRAMS REQUIRING COMPLIANCE WITH THE PROVISIONS OF SPECIFIC MANUALS

Some health services must comply with specific program and reporting requirements in addition to the Personal Health Coding Pamphlet (DHP 50-20), Environmental Health Coding Pamphlet (DHP 50-21) and FLAIR requirements because of federal or state law, regulation or rule. If a county health department is funded to provide one of these services, it must comply with the special reporting requirements for that service. The services and the reporting requirements are listed below:

	<u>Service</u>	<u>Requirement</u>
1.	Sexually Transmitted Disease Program	Requirements as specified in FAC 64D-3, F.S. 381 and F.S. 384 and the CHD Guidebook.
2.	Dental Health	Monthly reporting on DH Form 1008*.
3.	Special Supplemental Nutrition Program for Women, Infants and Children.	Service documentation and monthly financial reports as specified in DHM 150-24* and all federal, state and county requirements detailed in program manuals and published procedures.
4.	Healthy Start/ Improved Pregnancy Outcome	Requirements as specified in the 2007 Healthy Start Standards and Guidelines and as specified by the Healthy Start Coalitions in contract with each county health department.
5.	Family Planning	Periodic financial and programmatic reports as specified by the program office and in the CHD Guidebook, Internal Operating Policy FAMPLAN 14*
6.	Immunization	Periodic reports as specified by the department regarding the surveillance/investigation of reportable vaccine preventable diseases, vaccine usage accountability, the assessment of various immunization levels and forms reporting adverse events following immunization and Immunization Module quarterly quality audits and duplicate data reports.
7.	Chronic Disease Program	Requirements as specified in the Healthy Communities, Healthy People Guidebook.
8.	Environmental Health	Requirements as specified in Environmental Health Programs Manual 150-4* and DHP 50-21*
9.	HIV/AIDS Program	Requirements as specified in F.S. 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting should be on Adult HIV/AIDS Confidential Case Report CDC Form 50.42A and Pediatric HIV/AIDS Confidential Case Report CDC Form 50.42B. Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request DH Form 1628

ATTACHMENT I (Continued)

or Post-Test Counseling DH Form 1628C. These reports are to be sent to the Headquarters HIV/AIDS office within 5 days of the initial post-test counseling appointment or within 90 days of the missed post-test counseling appointment.

10. School Health Services

Requirements as specified in the Florida School Health Administrative Guidelines (April 2007).

*or the subsequent replacement if adopted during the contract period.

ATTACHMENT II

SEMINOLE COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance as of 09/30/08	Estimated County Share of CHD Trust Fund Balance as of 09/30/08	Total
1. CHD Trust Fund Ending Balance 09/30/08	1,880,032	1,253,354	3,133,386
2. Drawdown for Contract Year October 1, 2008 to September 30, 2009			
3. Special Capital Project use for Contract Year October 1, 2008 to September 30, 2009	570,000	380,000	950,000
4. Balance Reserved for Contingency Fund October 1, 2008 to September 30, 2009	1,310,032	873,354	2,183,386

Note: The total of items 2, 3 and 4 must equal the ending balance in item 1.

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

Pursuant to 154.02, F.S., At a minimum, the trust fund shall consist of: an operating reserve, consisting of 8.5 percent of the annual operating budget, maintained to ensure adequate cash flow from nonstate revenue sources.

ATTACHMENT II

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	96,000	0	96,000	0	96,000
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	47,855	0	47,855	0	47,855
015040	ALG/CONTR TO CHDS-DENTAL PROGRAM	0	0	0	0	0
015040	ALG/CONTR TO CHDS-MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-IMMUNIZATION OUTREACH TEAMS	26,340	0	26,340	0	26,340
015040	ALG/CONTR. TO CHDS-INDOOR AIR ASSIST PROG	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-MCH HEALTH - FIELD STAFF COST	0	0	0	0	0
015040	ALG/CONTR. TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	ALG/CONTRIBUTION TO CHDS-PRIMARY CARE	9,684	0	9,684	0	9,684
015040	ALG/FAMILY PLANNING	81,476	0	81,476	0	81,476
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	124,056	0	124,056	0	124,056
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0	0
015040	CATE - ESCAMBIA	0	0	0	0	0
015040	CHD SUPPORT POSITION	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	69,412	0	69,412	0	69,412
015040	DENTAL SPECIAL INITIATIVE PROJECTS	0	0	0	0	0
015040	DUVAL TEEN PREGNANCY PREVENTION	0	0	0	0	0
015040	ENHANCED DENTAL SERVICES	0	0	0	0	0
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY BEACHES MONITORING	0	0	0	0	0
015040	HEALTHY PEOPLE HEALTHY COMMUNITIES	7,614	0	7,614	0	7,614
015040	HIV/AIDS JAIL LINKAGE PROJECT	0	0	0	0	0
015040	INDIGENT DENTAL CARE - ESCAMBIA	0	0	0	0	0
015040	LA LIGA CONTRA EL CANCER	0	0	0	0	0
015040	MEDIVAN - BROWARD	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	178,191	0	178,191	0	178,191
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	20,071	0	20,071	0	20,071
015040	HEALTHY START MED WAIVER - SOBRA	60,044	0	60,044	0	60,044
015040	ALG/IPO HEALTHY START/IPO	438,448	0	438,448	0	438,448
015040	STD GENERAL REVENUE	0	0	0	0	0
015050	ALG/CONTR TO CHDS	2,847,145	0	2,847,145	0	2,847,145
GENERAL REVENUE TOTAL		4,006,336	0	4,006,336	0	4,006,336
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	78,667	0	78,667	0	78,667
015010	BASIC SCHOOL HEALTH - CMS TF	22,480	0	22,480	0	22,480
015010	BASIC SCHOOL HEALTH - TOBACCO TF	261,978	0	261,978	0	261,978
015010	HEALTHY PEOPLE HEALTHY COMMUNITIES	5,373	0	5,373	0	5,373
015010	YOUTH SCHOOL & AFTER SCHOOL PROGRAM	104,468	0	104,468	0	104,468
015010	CHRONIC DISEASE PREVENTION PROGRAM	33,000	0	33,000	0	33,000
015010	TOBACCO PREVENTION & CESSATION PROGRAM	53,227	0	53,227	0	53,227
015010	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	74,323	0	74,323	0	74,323
015010	FULL SERVICE SCHOOLS - TOBACCO TF	179,457	0	179,457	0	179,457

ATTACHMENT II.

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	11,037	0	11,037	0	11,037
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0	0
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH - TOB TF	0	0	0	0	0
015010	TOBACCO PREVENTION & CESSATION PROGRAM	0	0	0	0	0
015010	VARICELLA IMMUNIZATION REQUIREMENT TOBACCO TF	14,014	0	14,014	0	14,014
015010	YOUTH SCHOOL & AFTER SCHOOL PROGRAM	0	0	0	0	0
015018	Summer Food Program	0	0	0	0	0
015020	CHD SUPPORT	0	0	0	0	0
015020	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG/DEP ADM	0	0	0	0	0
015020	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
NON GENERAL REVENUE TOTAL		838,024	0	838,024	0	838,024
3. FEDERAL FUNDS - State						
007000	AFRICAN AMERICAN TESTING INITIATIVE (AATI)	0	0	0	0	0
007000	AIDS PREVENTION	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	BIOTERR SURVEILLANCE & EPIDEMIOLOGY	238,159	0	238,159	0	238,159
007000	BIOTERRORISM PLANNING & READINESS	91,548	0	91,548	0	91,548
007000	CHD SUPPORT POSITION	0	0	0	0	0
007000	CHILDHOOD LEAD POISONING PREVENTION	0	0	0	0	0
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	28,125	0	28,125	0	28,125
007000	FGTF/FAMILY PLANNING TITLE X SPECIAL INITIATIVES	0	0	0	0	0
007000	FGTF/FAMILY PLANNING-TITLE X	110,990	0	110,990	0	110,990
007000	FGTF/IMMUNIZATION ACTION PLAN	39,642	0	39,642	0	39,642
007000	FGTF/WIC ADMINISTRATION	1,001,975	0	1,001,975	0	1,001,975
007000	FLORIDA PANDEMIC INFLUENZA	32,830	0	32,830	0	32,830
007000	HEALTH PROGRAM FOR REFUGEES	14,748	0	14,748	0	14,748
007000	HEALTHY PEOPLE HEALTHY COMMUNITIES	20,639	0	20,639	0	20,639
007000	HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000	IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000	IMMUNIZATION SPECIAL PROJECT	13,134	0	13,134	0	13,134
007000	IMMUNIZATION SUPPLEMENTAL	0	0	0	0	0
007000	IMMUNIZATION WIC-LINKAGES	0	0	0	0	0
007000	IMMUNIZATION-WIC LINKAGES	0	0	0	0	0
007000	MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000	MCH BGTF-HEALTHY START IPO	85,200	0	85,200	0	85,200
007000	PHP LAB CAP - BIOLOGICAL AGENTS 2007-08 - FOCUS C	0	0	0	0	0
007000	PHP LAB CAP - BIOLOGICAL AGENTS 2007-08 - FOCUS D	0	0	0	0	0
007000	PHP-CITIES RESPONSE INITIATIVE	40,000	0	40,000	0	40,000
007000	PHP-CITIES RESPONSE INITIATIVE 2007-2008	0	0	0	0	0
007000	RISK COMMUNICATIONS	0	0	0	0	0
007000	RYAN WHITE	0	0	0	0	0
007000	RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000	RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	35,000	0	35,000	0	35,000
007000	RYAN WHITE-CONSORTIA	0	0	0	0	0

ATTACHMENT II.

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
007000	STD FEDERAL GRANT - CSPS	85,738	0	85,738	0	85,738
007000	STD PROGRAM - PHYSICIAN TRAINING CENTER	0	0	0	0	0
007000	STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	STD PROGRAM-INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000	SYPHILIS ELIMINATION	0	0	0	0	0
007000	TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000	TITLE X MALE PROJECT	0	0	0	0	0
007000	TUBERCULOSIS CONTROL - FEDERAL GRANT	47,550	0	47,550	0	47,550
007000	WIC BREASTFEEDING PEER COUNSELING	26,844	0	26,844	0	26,844
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	201,013	0	201,013	0	201,013
015009	MEDIPASS WAIVER-SOBRA	79,950	0	79,950	0	79,950
015075	CHD SUPPORT POSITION	0	0	0	0	0
015075	STATE ENVIRONMENTAL FEES	0	0	0	0	0
FEDERAL FUNDS TOTAL		2,193,085	0	2,193,085	0	2,193,085
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE						
001020	TANNING FACILITIES	15,315	0	15,315	0	15,315
001020	BODY PIERCING/ART	1,800	0	1,800	0	1,800
001020	MIGRANT HOUSING PERMIT	0	0	0	0	0
001020	MOBILE HOME AND PARKS	6,350	0	6,350	0	6,350
001020	FOOD HYGIENE PERMIT	50,250	0	50,250	0	50,250
001020	BIOHAZARD WASTE PERMIT	17,270	0	17,270	0	17,270
001020	SWIMMING POOLS	111,050	0	111,050	0	111,050
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	0	0	0	0	0
001020	PUBLIC WATER CONSTR PERMIT	5,280	0	5,280	0	5,280
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	275,000	0	275,000	0	275,000
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001092	OSDS PERMIT FEE	0	0	0	0	0
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	16,000	0	16,000	0	16,000
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		498,315	0	498,315	0	498,315
5. OTHER CASH CONTRIBUTIONS - STATE						
010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	570,000	0	570,000	0	570,000
OTHER CASH CONTRIBUTIONS TOTAL		570,000	0	570,000	0	570,000

ATTACHMENT II.

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY						
001056	MEDICAID PHARMACY	19,795	28,205	48,000	0	48,000
001076	MEDICAID TB	4,578	6,522	11,100	0	11,100
001078	MEDICAID ADMINISTRATION OF VACCINE	0	0	0	0	0
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001080	MEDICAID OTHER	16,496	23,504	40,000	0	40,000
001081	MEDICAID CHILD HEALTH CHECK UP	43,302	61,698	105,000	0	105,000
001082	MEDICAID DENTAL	543,390	774,239	1,317,629	0	1,317,629
001083	MEDICAID FAMILY PLANNING	6,500	58,500	65,000	0	65,000
001087	MEDICAID STD	8,660	12,340	21,000	0	21,000
001089	MEDICAID AIDS	20,620	29,380	50,000	0	50,000
001147	MEDICAID HMO RATE	0	0	0	0	0
001191	MEDICAID MATERNITY	449,516	640,484	1,090,000	0	1,090,000
001192	MEDICAID COMPREHENSIVE CHILD	37,116	52,884	90,000	0	90,000
001193	MEDICAID COMPREHENSIVE ADULT	4,949	7,051	12,000	0	12,000
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	4,500	4,500	9,000	0	9,000
001059	Medicaid Low Income Pool	0	0	0	0	0
MEDICAID TOTAL		1,159,422	1,699,307	2,858,729	0	2,858,729
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		0	0	0	0	0
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	PHARMACY SERVICES	0	0	0	93,560	93,560
	LABORATORY SERVICES	0	0	0	239,258	239,258
	TB SERVICES	0	0	0	11,731	11,731
	IMMUNIZATION SERVICES	0	0	0	826,704	826,704
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	6,243,113	6,243,113
	ADAP	0	0	0	621,351	621,351
	DENTAL SERVICES	0	0	0	0	0
	OTHER	0	0	0	0	0
	OTHER	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	8,035,717	8,035,717
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY						
008030	BCC Contribution from Health Care Tax	0	0	0	0	0
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	856,104	856,104	0	856,104
DIRECT COUNTY CONTRIBUTION TOTAL		0	856,104	856,104	0	856,104
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0

ATTACHMENT II.

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001077	RABIES VACCINE	0	0	0	0	
001077	IMMUNIZATIONS	0	300,000	300,000	0	300,000
001077	PERSONAL HEALTH FEES	0	523,175	523,175	0	523,175
001077	AIDS CO-PAYS	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	64,800	64,800	0	64,800
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001114	NEW BIRTH CERTIFICATES	0	86,000	86,000	0	86,000
001115	DEATH CERTIFICATES	0	150,000	150,000	0	150,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	4,200	4,200	0	4,200
001073	Co-Pay for the AIDS Care Program	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	1,128,175	1,128,175	0	1,128,175
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	125,700	125,700	0	125,700
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	19,800	19,800	0	19,800
001190	Health Maintenance Organization	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	54,755	54,755	0	54,755
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008010	Contribution from City Government	0	0	0	0	0
008020	Contribution from Health Care Tax not thru BCC	0	0	0	0	0
008050	School Board Contribution	0	0	0	0	0
008060	Special Project Contribution	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	18,000	18,000	0	18,000
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	0	0	0	0
011007	CASH DONATIONS PRIVATE	0	57,133	57,133	0	57,133
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	0	0	0	0
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	380,000	380,000	0	380,000
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0

ATTACHMENT II.

**SEMINOLE COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department**

October 1, 2008 to September 30, 2009

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
011000 GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0
011000 DIRECT-ARROW	0	0	0	0	0
011000 GRANT DIRECT-ARROW	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	655,388	655,388	0	655,388
12. ALLOCABLE REVENUE - COUNTY					
018000 REFUNDS	0	0	0	0	0
037000 PRIOR YEAR WARRANT	0	0	0	0	0
038000 12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL	0	0	0	0	0
13. BUILDINGS - COUNTY					
ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	787,169	787,169
BUILDING MAINTENANCE	0	0	0	56,795	56,795
INSURANCE	0	0	0	0	0
UTILITIES	0	0	0	123,035	123,035
GROUNDS MAINTENANCE	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
BUILDINGS TOTAL	0	0	0	966,999	966,999
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	9,265,182	4,338,974	13,604,156	9,002,716	22,606,872

ATTACHMENT II.

SEMINOLE COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2008 to September 30, 2009

	FTE's (0.00)	Clients		Quarterly Expenditure Plan				State	County	Grand Total
		Units	Services	1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
VITAL STATISTICS (180)	2.85	10,500	30,400	32,211	39,462	27,569	32,820	32,062	100,000	132,062
IMMUNIZATION (101)	13.13	11,600	24,400	256,162	268,276	278,206	287,704	654,209	436,139	1,090,348
STD (102)	14.57	2,300	9,400	209,243	215,864	231,059	213,562	521,837	347,891	869,728
A.I.D.S. (103)	8.60	200	4,500	113,099	158,853	192,615	139,970	380,722	223,815	604,537
TB CONTROL SERVICES (104)	6.48	1,800	10,500	96,375	103,249	111,532	116,511	264,600	163,067	427,667
COMM. DISEASE SURV. (106)	0.11	0	0	0	1,664	2,580	2,593	4,174	2,663	6,837
HEPATITIS PREVENTION (109)	2.85	3,000	5,500	35,538	37,673	40,629	33,523	88,418	58,945	147,363
PUBLIC HEALTH PREP AND RESP (116)	5.89	0	4,000	129,015	120,374	149,332	122,697	521,418	0	521,418
COMMUNICABLE DISEASE SUBTOTAL	54.48	29,400	88,700	871,643	945,415	1,033,522	949,380	2,467,440	1,332,520	3,799,960
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	2.65	350	1,400	53,281	66,708	73,317	56,122	149,657	99,771	249,428
TOBACCO PREVENTION (212)	1.88	0	500	31,797	43,682	89,837	45,899	114,729	96,486	211,215
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	25.16	9,920	90,000	339,852	328,820	360,851	333,672	1,363,195	0	1,363,195
FAMILY PLANNING (223)	10.19	1,640	3,254	187,477	180,135	174,622	179,677	433,147	288,764	721,911
IMPROVED PREGNANCY OUTCOME (225)	17.34	1,705	11,350	302,868	419,777	392,862	294,269	997,193	412,583	1,409,776
HEALTHY START PRENATAL (227)	12.50	4,000	40,000	238,863	238,056	266,937	234,556	859,047	119,365	978,412
COMPREHENSIVE CHILD HEALTH (229)	7.07	2,600	5,500	120,777	112,180	110,093	129,410	283,476	188,984	472,460
HEALTHY START INFANT (231)	6.40	1,700	9,500	100,067	103,033	102,791	102,166	208,057	200,000	408,057
SCHOOL HEALTH (234)	6.24	0	740,000	142,661	157,687	228,557	94,057	349,777	273,185	622,962
COMPREHENSIVE ADULT HEALTH (237)	7.98	1,800	2,700	133,410	134,965	134,482	129,919	319,666	213,110	532,776
DENTAL HEALTH (240)	13.69	6,000	35,000	229,315	234,837	260,778	246,191	582,672	388,449	971,121
Healthy Start Interconception Woman (232)	0.00	0	0	0	0	0	0	0	0	0
PRIMARY CARE SUBTOTAL	111.10	29,715	939,204	1,880,368	2,019,880	2,195,127	1,845,938	5,660,616	2,280,697	7,941,313
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.50	55	150	8,104	8,511	7,018	8,259	19,135	12,757	31,892
PUBLIC WATER SYSTEM (358)	0.00	0	15	500	500	500	500	2,000	0	2,000
PRIVATE WATER SYSTEM (359)	0.00	0	0	250	250	250	250	1,000	0	1,000
INDIVIDUAL SEWAGE DISP. (361)	6.20	1,100	3,750	107,588	97,799	105,421	126,460	237,268	200,000	437,268
Group Total	6.70	1,155	3,915	116,442	107,060	113,189	135,469	259,403	212,757	472,160
Facility Programs										
FOOD HYGIENE (348)	1.60	250	1,200	23,114	23,127	24,608	22,263	43,112	50,000	93,112
BODY ART (349)	0.00	0	15	578	66	1,356	1,626	3,626	0	3,626
GROUP CARE FACILITY (351)	1.64	460	650	21,295	25,177	24,083	24,091	54,646	40,000	94,646
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0
MOBILE HOME AND PARKS SERVICES (354)	0.12	30	70	2,072	2,073	2,072	2,071	4,288	4,000	8,288
SWIMMING POOLS/BATHING (360)	1.54	600	1,300	25,320	26,212	29,885	30,650	112,067	0	112,067
BIOMEDICAL WASTE SERVICES (364)	0.50	420	440	4,876	6,308	11,565	9,627	20,376	12,000	32,376

ATTACHMENT II.

SEMINOLE COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2008 to September 30, 2009

	FTE's (0.00)	Clients		Quarterly Expenditure Plan				State	County	Grand Total
		Units	Services	1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES (369)	0.20	70	150	3,266	2,967	2,394	5,242	13,869	0	13,869
Group Total	5.60	1,830	3,825	80,521	85,930	95,963	95,570	251,984	106,000	357,984
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
OCCUPATIONAL HEALTH (344)	0.36	0	300	6,426	6,049	6,719	5,621	24,815	0	24,815
CONSUMER PRODUCT SAFETY (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.68	135	340	9,903	10,061	10,834	11,790	22,588	20,000	42,588
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.00	0	0	0	0	0	0	0	0	0
ARBOVIRUS SURVEILLANCE (367)	0.13	0	0	2,638	1,325	4,187	1,186	5,336	4,000	9,336
RODENT/ARTHROPOD CONTROL (368)	0.11	0	10	1,500	1,500	1,500	1,500	3,000	3,000	6,000
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
AIR POLLUTION (371)	0.00	0	0	0	0	0	0	0	0	0
Group Total	1.28	135	650	20,467	18,935	23,240	20,097	55,739	27,000	82,739
ENVIRONMENTAL HEALTH SUBTOTAL	13.58	3,120	8,390	217,430	211,925	232,392	251,136	567,126	345,757	912,883
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	300,000	300,000	350,000	0	570,000	380,000	950,000
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	300,000	300,000	350,000	0	570,000	380,000	950,000
TOTAL CONTRACT	179.16	62,235	1,036,294	3,269,441	3,477,220	3,811,041	3,046,454	9,265,182	4,338,974	13,604,156

ATTACHMENT III
SEMINOLE COUNTY HEALTH DEPARTMENT
CIVIL RIGHTS CERTIFICATE

The applicant provides this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance. The provider agrees to complete the Civil Rights Compliance Questionnaire, DH Forms 946 A and B (or the subsequent replacement if adopted during the contract period), if so requested by the department.

The applicant assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C., 2000 Et seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. All regulations, guidelines and standards lawfully adopted under the above statutes. The applicant agrees that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the applicant, its successors, transferees, and assignees for the period during which such assistance is provided. The applicant further assures that all contracts, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the applicant understands that the grantor may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

ATTACHMENT IV
SEMINOLE COUNTY HEALTH DEPARTMENT
FACILITIES UTILIZED BY THE COUNTY HEALTH DEPARTMENT

<u>Facility Description</u>	<u>Location</u>	<u>Owned By</u>
Main Facility Concrete Block Health Unit Design 50,269 square feet	400 W. Airport Blvd. Sanford, FL 32773	Seminole County Gov.
Satellite Facility Shopping Center store front 9,750 square feet	132 Sausalito Blvd. Casselberry, FL 32707	Leased by: Seminole County Govt Owned by: The Greater Construction Company 1105 Kensington Park Altamonte Springs FL

ATTACHMENT V
SEMINOLE COUNTY HEALTH DEPARTMENT
SPECIAL PROJECTS SAVINGS PLAN

IDENTIFY THE AMOUNT OF CASH THAT IS ANTICIPATED TO BE SET ASIDE ANNUALLY FOR THE PROJECT.

<u>CONTRACT YEAR</u>	<u>STATE</u>	<u>COUNTY</u>	<u>TOTAL</u>
2006-2007	\$ _____	\$ _____	\$ _____ -
2007-2008	\$ <u>372,905</u>	\$ <u>248,603</u>	\$ <u>621,508</u>
2008-2009	\$ <u>197,095</u>	\$ <u>131,397</u>	\$ <u>328,492</u>
2009-2010	\$ _____	\$ _____	\$ _____ -
2010-2011	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ <u><u>570,000</u></u>	\$ <u><u>380,000</u></u>	\$ <u><u>950,000</u></u>

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: Renovation Ph 2: Dental, EH, Imms, Epi, Safety & Security upgrades, etc.
LOCATION/ ADDRESS: 400 W. Airport Blvd, Sanford, FL 32773
PROJECT TYPE: NEW BUILDING ROOFING
RENOVATION PLANNING STUDY
NEW ADDITION OTHER
SQUARE FOOTAGE: 8,000

PROJECT SUMMARY: *Describe scope of work in reasonable detail.*
Architectural and contractor costs for interior renovation of approximately 8,000 square feet of office space within the e Seminole County Health Department at 400 w. Airport Blvd, Sanford, FL 32773. This project will re-organize the existi space into a much more efficient and patient friendly environment for each of the affected departments. In addition, re electrical upgrades and safety improvements will also be accomplished.

ESTIMATED PROJECT INFORMATION:
START DATE (initial expenditure of funds): 10/1/2008
COMPLETION DATE: 8/30/2009
DESIGN FEES: \$ 70,000
CONSTRUCTION COSTS: \$ 785,500
FURNITURE/EQUIPMENT \$ 94,500
TOTAL PROJECT COST: \$ 950,000
COST PER SQ FOOT: \$ 106.9375

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects and mobile health vans.

ATTACHMENT VI

SEMINOLE COUNTY HEALTH DEPARTMENT

PRIMARY CARE

"Primary Care" as conceptualized for the county health departments and for the use of categorical Primary Care funds (revenue object code 015040) is defined as:

"Health care services for the prevention or treatment of acute or chronic medical conditions or minor injuries of individuals which is provided in a clinic setting and may include family planning and maternity care."

Indicate below the county health department programs that will be supported at least in part with categorical Primary Care funds this contract year:

Comprehensive Child Health (229/29)

Comprehensive Adult Health (237/37)

Family Planning (223/23)

Maternal Health/IPO (225/25)

Laboratory (242/42)

Pharmacy (241/93)

Other Medical Treatment Program (please identify) _____

Describe the target population to be served with categorical Primary Care funds.

Primary Care funds will be used to provide the above services to the uninsured and underinsured residents of Seminole County.

Does the health department intend to contract with other providers for the delivery of primary health care services using categorical (015040) Primary Care funds? If so, please identify the provider(s), describe the services to be delivered, and list the anticipated contractual amount by provider. In addition, contract providers are required to provide data on patients served and the services provided so that the patients may be registered and the service data entered into HMS.

N/A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008

DEPARTMENT: Community Services

DIVISION: CDBG

AUTHORIZED BY:

CONTACT: Becky Heckters

EXT: 2388

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008.

District 2 Michael McLean

Robert Heenan

BACKGROUND:

On July 24, 2007 the Board of County Commissioners (Board) approved 2007-2008 CDBG Program Year funding to the City of Casselberry (City) in the amount of \$400,000. Funding is provided for stormwater drainage, water utility system and sidewalk improvements to a section of Anchor Road, abutting the East Altamonte Target Area. The City will leverage this project with \$524,144 to assist in construction costs, as well as construct and modify their water and sewer system located in the right-of-way of Anchor Road.

The City and County Public Works have been planning additional improvement projects related to Anchor Road right-of-way, including improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines. The parties have concluded that it would be in the public interest to accomplish these various improvements under a single construction project and construction contract. Such a combined project would be funded in part by COUNTY funds, in part by CITY funds, and in part by CDBG funds. Therefore, the City has agreed, through a Seminole County/City of Casselberry Joint Facilities Agreement, to manage this combined project (reference SciNet #537-2008).

Due to delays in obtaining certain permits from regulatory agencies not under the control of these parties, as well as time constraints involved with the development of the new Joint Facilities Agreement, the City respectfully requested changes to the funding milestones and project completion date represented within the original Subrecipient Agreement.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the First Amendment to the Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008.

ATTACHMENTS:

1. First Amendment to Agreement
2. Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**FIRST AMENDMENT TO AGREEMENT
SEMINOLE COUNTY/CITY OF CASSELBERRY, FLORIDA
HUD COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008**

THIS FIRST AMENDMENT TO AGREEMENT, entered into 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, hereinafter referred to as "COUNTY," and the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipality, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

WHEREAS, COUNTY and CITY previously entered into that certain Seminole County/City of Casselberry, Florida HUD Community Development Block Grant Subrecipient Agreement Program Year 2007-2008 dated December 26, 2007 (the "Agreement") for the purpose of funding construction and installation services relative to storm water drainage infrastructure improvements, curbs and sidewalks along Anchor Road; and

WHEREAS, delays in obtaining certain permits from regulatory agencies not under the control of either party hereto, the need to revise estimated outlays required for certain earlier Project milestones such as engineering and design all result in the need to extend the term of the Agreement and to revise the minimum, cumulative CDBG expenditure deadlines therein; and

WHEREAS, the Project scope is in need of clarification to further include improvements to CITY's water utility system for enhanced neighborhood fire protection; and

WHEREAS, both COUNTY and CITY wish to continue with the Project and further agree that the above stated revisions hereby enacted by this First Amendment are necessary, desirable and in the public interest,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals, upon which the parties have relied, are true and form a material part of this First Amendment and the Agreement as hereby amended.

Section 2. Amendment to Section 2(g) of the Agreement. Section 2(g) of the Agreement, defining the Project is hereby amended to read as follows:

(g) "Project" means the professional design, engineering, construction, and inspection services for improvements to the stormwater drainage system, utility and fire protection system improvements and installation of curbs and sidewalks along Anchor Road in the so-called "East Altamonte neighborhood" located in the City of Casselberry. Said improvements shall commence at the intersection of Anchor Road and State Road 436 and then north along Anchor Road to the intersection of Michelle Drive. The Project is more fully described in the Scope of Services, attached as Revised Exhibit A-1 to this Agreement, and in the Project Budget, attached as Revised Exhibit B-1 to this Agreement and all attachments to said Exhibits, both of which are fully incorporated herein by reference.

Section 3. Amendment to Section 4 of the Agreement. Section 4 of the Agreement "Term" is hereby amended to read as follows:

SECTION 4. TERM.

(a) COUNTY shall pay CITY for the services described in Revised Exhibit A-1 and performed by CITY up to the limits set forth in Section 5 hereof and Revised Exhibit B-1, both such Exhibits being fully incorporated herein by reference. All such services shall be performed by CITY in accordance with applicable requirements of HUD with payment contingent thereupon. CITY shall perform and complete all Project services described in Revised Exhibit A-1 no later than December 31, ~~2008~~ 2009 unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect until January 31, ~~2009~~ 2010 to accommodate the above stated Project completion and the final reporting date of January 31, ~~2009~~ 2010, as required by Section 9 hereof. The foregoing termination date notwithstanding, Sections 10, 11, 13, 17, 19, 22, and 23 shall be deemed to continue in effect after the expiration date.

Section 4. Amendment to Section 5(f) of the Agreement. Section 5(f) of the Original Agreement is hereby amended to read as follows:

"(f) CITY shall adhere to the following schedule regarding the Project construction, completion, and expenditures of CDBG funds:

~~(i) by no later than December 31, 2007 -- \$50,000.00;~~

~~(ii) by no later than March 31, 2008 -- \$100,000.00 with cumulative expenditures of not less than \$150,000.00;~~

~~(iii) by no later than June 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$250,000.00;~~
~~(iv) by no later than September 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$350,000.00;~~
~~(v) by no later than December 31, 2008 - \$50,000.00 with cumulative expenditures of not less than \$400,000.00.~~

(i) by no later than January 31, 2008 - \$50,000.00;
(ii) by no later than March 31, 2008 - \$37,000.00 with cumulative expenditures of not less than \$87,000.00;
(iii) by no later than June 30, 2008 - \$20,000.00 with cumulative expenditures of not less than \$107,000.00;
(iv) by no later than September 30, 2008 - \$13,000.00 with cumulative expenditures of not less than \$120,000.00;
(v) by no later than March 31, 2009 - \$50,000.00 with cumulative expenditures of not less than \$170,000.00;
(vi) by no later than August 31, 2009 - \$70,000.00 with cumulative expenditures of not less than \$240,000.00; and
(vii) by no later than December 31, 2009 - \$160,000 with total cumulative expenditures of \$400,000.00 and completion of the Project.

Failure to meet the above Project completion and funding milestones shall be an event of default hereunder resulting in recapture of all unspent CDBG funds and the cessation of future payments to CITY. In such circumstances, COUNTY reserves the right to re-allocate the subject CDBG funds to other eligible CDBG projects or programs of the COUNTY."

Section 5. Amendment to Section 6(b)(iv) of the Agreement.

Section 6(b)(iv) of the Agreement relating to compliance with certain Federal labor standards is hereby amended to read as follows:

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act"). CITY shall also apply and adhere to said regulations with respect to the separately funded and indirectly related paving improvements along Anchor Road that are the subject of a separate intergovernmental agreement between CITY and COUNTY.

Section 6. Amendment to Section 6(c)(4) of the Agreement.

Section 6(c)(4) of the Agreement addressing CITY's compliance with Federal and COUNTY anti-displacement policies is hereby amended to read as follows:

"(4) CITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY and as it may be amended from time to time. Should CITY's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the "Act"), CITY shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Revised Exhibit B-1 to pay for relocation and displacement costs required hereunder. CITY's violation of the Uniform

Relocation Assistance and Real Property Acquisition Policies Act, 24 CFR 570.606 or any COUNTY policy in furtherance of such objectives may result in denial of all CDBG Project funding at the sole determination of COUNTY."

Section 7. Amendment to Section 9 of the Agreement. Section 9 "Reporting Requirements" is hereby amended to read as follows:

SECTION 9. REPORTING REQUIREMENTS. CITY shall fully complete and provide to the CS Administrator a monthly report in the form of Exhibit D (attached hereto and incorporated herein) summarizing the number of active Project components under construction, all bid information, and construction summaries. CITY shall provide the monthly reports no later than the fifteenth (15th) day of each month. Failure by CITY to submit a monthly report shall allow COUNTY to withhold reimbursement payment on the Request for Payment submitted by CITY until the required monthly report is submitted as mandated herein. CITY shall provide an end of Project financial reporting and reconciliation statement upon completion of the Project and in no event later than January 31, ~~2009~~ 2010. COUNTY shall not be obligated to pay or reimburse any Project costs incurred by CITY after December 31, ~~2008~~ 2009. COUNTY shall have access to and be provided copies and transcripts of any records necessary to accomplish this obligation in the sole determination of COUNTY or HUD.

Section 8. Effect of First Amendment on Agreement. 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 28 of the Agreement shall be deemed applicable to this First

Amendment. The term of this First Amendment shall be the same as that for the Agreement itself.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

Donna G. Gardner
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY, FLORIDA

By:

Bob Goff
BOB GOFF, Mayor

Approved as to form and legal sufficiency.

Date:

8-25-08

Colin Reesch
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By:

Brenda Carey
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
County Attorney

REVISED EXHIBIT A-1
SCOPE OF SERVICES
CITY OF CASSELBERRY
CDGB 2007-2008

CASSELBERRY shall provide for professional construction and installation services for ~~improvements to~~ the Anchor Road Stormwater Drainage System, utility and fire protection system improvements and associated curb and sidewalk improvements (see Attachment 1). The construction services are being performed to provide enhanced stormwater drainage, pedestrian facilities and fire protection in a neighborhood area predominantly occupied by low and moderate income households.

TASK ONE - DOCUMENTS AND BID PROCESS

A. CASSELBERRY shall have all construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Casselberry and the Community Development Office of Seminole County.

B. CASSELBERRY shall apply for and submit copies of all applicable permits to COUNTY.

C. CASSELBERRY shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by CDBG regulations. Bid terms shall include minimum insurance and performance bond requirements as set forth in the Agreement and Exhibit E to the Agreement.

D. CASSELBERRY shall comply with the requirements of 24 C.F.R., Part 85.36 "Procurement" sections (b), (c), (d), (e), (f), (g), (h), and (i), and all other statutes, regulations, the CITY'S own procurement code and local ordinances described in Section 6 of the Agreement. In the event of conflict between local and the above specified federal procurement requirements, 24 C.F.R. section 85.36 shall be deemed controlling as to any application of CDBG funds.

TASK TWO - BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CASSELBERRY shall jointly review the bids received. After review, CASSELBERRY shall verify contractor qualifications, and COUNTY shall verify that the recommended bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE - CONTRACTOR SELECTION

CASSELBERRY shall select, with COUNTY acting in an advisory capacity,

the contractor(s) to be awarded the Project. CASSELBERRY shall prepare and negotiate the contracts with the contractors and monitor the performance to meet certain requirements such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits. The COUNTY shall be deemed a beneficial party in all Project construction contracts by virtue of the substantial CDBG funding provided under the Agreement.

TASK FOUR - PRE-CONSTRUCTION CONFERENCE

CASSELBERRY and COUNTY shall hold a joint pre-construction conference at Casselberry City Hall with the contractor, subcontractors, utility company representatives (if applicable), and other involved construction entities for the purpose of:

1. Identifying all project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing federal requirements and regulations (COUNTY shall present this information).

TASK FIVE - PROJECTION MONITORING AND PROGRESS REPORTS

CASSELBERRY shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CASSELBERRY shall provide monthly reports (attached hereto as Exhibit D) to COUNTY by the fifteenth (15th) day of each month.

TASK SIX - PAYMENT

CASSELBERRY shall receive payment from COUNTY in strict accordance with Section 5 of the Agreement, including particularly the Project Completion Schedule in Section 5(f) and the minimum leveraging requirement of Section 5(g) of the Agreement.

Anchor Road Stormwater & Roadway Improvements

-  Proposed Ditch Piping
-  Proposed Sidewalk
-  Easement Dedicated to Seminole County

0 300 600 Feet

Source : Casselberry Public Works Department February 2007
G:\Ind Projects\Annie\PWEd Torres\Project\Anchor.mxd

End Project

MICHELLE DR

LEMON LN

ANCHOR RD

LIVE OAKS BLVD

Begin Project

E ALTAMONTE DR

REVISED EXHIBIT B-1
PROJECT BUDGET
CITY CASSELBERRY, FLORIDA
CDBG 2007-2008

Activity	Budget
Construction services for improvements to Anchor Road Stormwater Drainage System, utility and fire protection system, curbs and sidewalks and associated improvements constituting the Project as defined in the Agreement.	\$400,000.00
CDBG 2007-2008	\$400,000.00

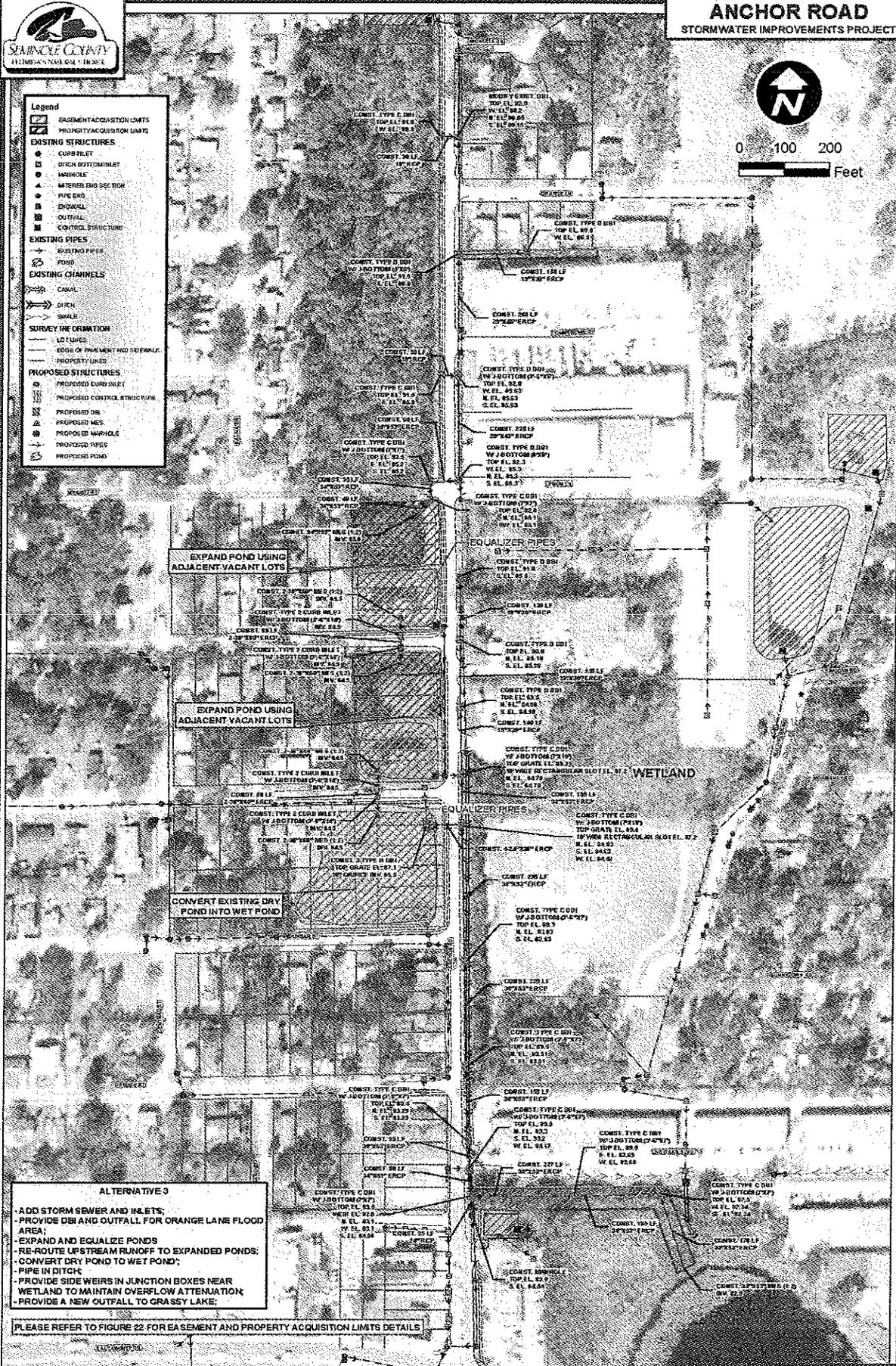


ANCHOR ROAD STORMWATER IMPROVEMENTS PROJECT



0 100 200
Feet

- Legend**
- EASEMENT ACQUISITION LIMITS
 - PROPERTY ACQUISITION LIMITS
 - EXISTING STRUCTURES
 - CONCRETE
 - DITCH BOTTOM/INLET
 - MANHOLE
 - METERED END SECTION
 - PIPE END
 - ENDWALL
 - OUTFALL
 - CONTROL STRUCTURE
 - EXISTING PIPES
 - EXISTING PIPE
 - PORE
 - EXISTING CHANNELS
 - CANAL
 - DITCH
 - SWALE
 - SURVEY INFORMATION
 - LOT LINES
 - EDGE OF PAVEMENT AND SIDEWALK
 - PROPERTY LINES
 - PROPOSED STRUCTURES
 - PROPOSED CONTROL STRUCTURE
 - PROPOSED OR
 - PROPOSED MES
 - PROPOSED MANHOLE
 - PROPOSED PIPES
 - PROPOSED POND



- ALTERNATIVE 3**
- ADD STORM SEWER AND INLETS;
 - PROVIDE DBI AND OUTFALL FOR ORANGE LANE FLOOD AREA;
 - EXPAND AND EQUALIZE PONDS
 - RE-ROUTE UPSTREAM RUNOFF TO EXPANDED PONDS;
 - CONVERT DRY POND TO WET POND;
 - PIPE IN DITCH
 - PROVIDE SIDE WEIRS IN JUNCTION BOXES NEAR WETLAND TO MAINTAIN OVERFLOW ATTENUATION
 - PROVIDE A NEW OUTFALL TO GRASSY LAKE;

PLEASE REFER TO FIGURE 22 FOR EASEMENT AND PROPERTY ACQUISITION LIMITS DETAILS

DATA SOURCES:
AERIAL: ORANGE COUNTY, 2005
GIS DATA: SEMINOLE COUNTY GIS DIVISION

FIGURE 20
ALTERNATIVE 3



EXHIBIT D
CITY OF CASSELBERRY, FLORIDA
MONTHLY REPORT
CDEG 2007-2008

Subrecipient: City of Casselberry
 Mailing Address: 95 Triplet Lake Drive
 Casselberry, FL 32707
 Contact Person: _____
 Telephone Number: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES

II. BUDGET STATUS

Activity	Estimated Budget	Expenses Paid this Month	Total Expenses Paid to Date	Outstanding Obligations	Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$	\$

SEMINOLE COUNTY/CITY OF CASSELBERRY, FLORIDA
HUD COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2007-2008

THIS AGREEMENT, entered into this 26 day of December, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **CITY OF CASSELBERRY, FLORIDA**, a Florida municipality, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as "CITY".

WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and 

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of Low and Moderate Income; and

WHEREAS, CITY shall provide professional construction services for the Anchor Road storm water drainage system serving the East Altamonte neighborhood to benefit the Low and Moderate income residents therein, all as described in Exhibits A and B to this Agreement; and

WHEREAS, COUNTY and CITY have determined that it serves an essential public purpose to fund necessary infrastructure improvements as described herein by entry into this interlocal agreement; and

WHEREAS, COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD Community Development Block Grant funds for the storm water drainage system improvement project for the 2007-2008 Program Year,

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

SECTION 2. DEFINITIONS.

(a) "CS Administrator" means the Community Services Director or Community Assistance Division Manager or their designee within COUNTY's Community Services Department.

(c) "County Approval" means written approval by the CS Administrator.

(b) "CDBG" or "CDBG Program" means the Seminole County Community Development Block Grant Program.

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means COUNTY's Community Services Department Director or his/her designee for the Community Development Office.

(e) "HUD" shall mean the United States Department of Housing and Urban Development.

(f) "Low Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Project" means the professional design, engineering, construction, and inspection services for improvements to the stormwater drainage system and installation of sidewalks along Anchor Road in the so-called "East Altamonte neighborhood" located in the City of Casselberry. The Project is more fully described in the Scope of Services, attached as Exhibit A to this Agreement, and in the Project Budget, attached as Exhibit B to this Agreement, both of which are fully incorporated herein by reference.

SECTION 3. STATEMENT OF WORK.

(a) CITY, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, Scope of Services. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of CITY.

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional design, engineering, and construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to CITY's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

SECTION 4. TERM.

(a) COUNTY shall pay CITY for the services described in Exhibit A and performed by CITY up to the limits set forth in Section 5 hereof and Exhibit B, both such Exhibits being fully incorporated herein by reference. All such services shall be performed by CITY in accordance with applicable requirements of HUD with payment contingent thereupon. CITY shall perform and complete all Project services described in Exhibit A no later than December 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect until January 31, 2009 to accommodate the above stated Project completion and the final reporting date of January 31, 2009, as required by Section 9 hereof. The foregoing termination date notwithstanding, Sections 10, 11, 13, 17, 19, 22, and 23 shall be ~~deemed~~ to continue in effect after the expiration date.

SECTION 5. PAYMENTS.

(a) COUNTY shall direct pay CITY for Project materials and construction/installation services described in this Agreement in accordance with the Project Budget. Requests for payment shall be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) COUNTY has allocated FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) of HUD/CDBG funds for completion of the Project. COUNTY will direct pay CITY for Project services rendered pursuant to this Agreement up to FOUR HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00). In the event that the Project does not require the full amount of FOUR

HUNDRED THOUSAND AND NO/100 DOLLARS (\$400,000.00) as reflected in the bids received and reviewed by both parties to this Agreement, the CS Administrator reserves the right to reallocate any such remaining excess, unencumbered, or unused funds to other COUNTY CDBG funded projects. In the event any excess CDBG funds have already been paid, any such excess, unused, or unencumbered funds shall be returned by CITY to COUNTY within thirty (30) days from the date of Project completion or no later than the expiration date of this Agreement, whichever occurs first.

(c) In no event shall COUNTY make payments until all goods and services rendered are invoiced by the contractor seeking payment and approved in writing by the CITY Manager and the CS Administrator.

(d) Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for Payment form, attached as Exhibit C to this Agreement and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment to CITY, subject to paragraph (g) below. COUNTY reserves the right to verify by site inspection when necessary that all goods, materials, labor, and services have been properly performed and invoiced. Payment shall be made as soon as practicable; provided, however, that if CITY, its vendors, contractors, and subcontractors have performed services in full compliance with all CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request.

(f) CITY shall adhere to the following schedule regarding the Project construction, completion, and expenditure of CDBG funds:

- (i) by no later than December 31, 2007 - \$50,000.00;
- (ii) by no later than March 31, 2008 - \$100,000.00 with cumulative expenditures of not less than \$150,000.00;
- (iii) by no later than June 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$250,000.00;
- (iv) by no later than September 30, 2008 - \$100,000.00 with cumulative expenditures of not less than \$350,000.00;
- (v) by no later than December 31, 2008 - \$50,000.00 with cumulative expenditures of not less than \$400,000.00.

Failure to meet the above Project completion and funding milestones shall be an event of default hereunder resulting in recapture of all unspent CDBG funds and the ~~cessation~~ cessation of future payments to CITY. In such circumstances, COUNTY reserves the right to re-allocate the subject CDBG funds to other eligible CDBG projects or programs of the COUNTY.

(g) CITY shall utilize its own funds in the amount of FIVE HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$524,144.00) as matching/leveraged funding for the Project. Appropriate documentation of leveraged funding application shall be provided to COUNTY prior to award of any construction contracts by CITY. Such leveraged funding must be derived from the CITY's own resources exclusive of any portion of the TWO MILLION THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,035,000.00) of non-CDBG funding being provided by

COUNTY for Project improvements along the unincorporated portions of Anchor Road.

(h) Within thirty (30) days after completion of all services to be performed under this Agreement, CITY shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of CITY or its contractor(s) and vendor(s) not properly invoiced and received by COUNTY within said thirty (30) day period. However, such time period may be extended at the sole discretion of COUNTY for one (1) additional thirty (30) day period by written notice to CITY, provided that any delay in submission is not occasioned by fault or negligence of CITY, as determined by COUNTY.

(i) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with ~~this~~ Agreement, will only be paid by COUNTY if the CS Administrator has issued prior written approval of such goods or services and subject to formal amendment of this Agreement.

(j) CITY shall not acquire any interest in real property or benefits derived from an owner of any real property, directly or indirectly, utilizing CDBG Funds provided by COUNTY hereunder unless CITY has first received written authorization from the CS Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval are strictly prohibited and shall result in termination of this Agreement and denial of any payment or otherwise authorized hereunder. Additionally, any such activity undertaken by CITY shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

SECTION 6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW AND REGULATIONS. CITY shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 C.F.R., Section 570.610, imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 C.F.R. Parts 84 and 85; 24 C.F.R., Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations") and A-110 ("Uniform Administrative Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

(b) Other Federal Program Requirements: CITY shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety

Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, CITY shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor COUNTY's responsibility to initiate an environmental review process. However, CITY is not exempt from performing site-specific environmental reviews in accordance with state and local regulations, nor is CITY released from any environmental pollution that it may cause or have caused, and CITY shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086, and 12107 prohibiting racial, gender, ethnic, or religious

discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 C.F.R. Part 570.

(xii) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer, and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain residents, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218, and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, CITY shall comply

with all applicable state and local laws, regulations, and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". CITY shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

(4) CITY shall comply with the "Local Relocation and Antidisplacement Policy" (the "Policy") as adopted by COUNTY. Should CITY's performance during this Agreement necessitate, as determined by applicable federal regulations, compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), CITY shall immediately notify COUNTY accordingly. Upon such notification, COUNTY shall implement and administer all requirements of the Policy and the Act pursuant to this Agreement. The parties agree that should the aforementioned occur, COUNTY shall use funds budgeted in Exhibit B to pay for relocation and displacement costs required hereunder.

SECTION 7. PROJECT PUBLICITY. Any news release, project sign, or other type of publicity pertaining to the Project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and as providing CDBG funds to CITY.

SECTION 8. MANAGEMENT ASSISTANCE. The CS Administrator shall be available to CITY to provide guidance on CDBG requirements.

SECTION 9. REPORTING REQUIREMENTS. CITY shall fully complete and provide to the CS Administrator a monthly report in the form of Exhibit D (attached hereto and incorporated herein) summarizing the number of active Project components under construction, all bid information, and construction summaries. CITY shall provide the monthly reports no later than the fifteenth (15th) day of each month. Failure by CITY to submit a monthly report shall allow COUNTY to withhold reimbursement payment on the Request for Payment submitted by CITY until the required monthly report is submitted as mandated herein. CITY shall provide an end of Project financial reporting and reconciliation statement upon completion of the Project and in no event later than January 31, 2009. COUNTY shall not be obligated to pay or reimburse any Project costs incurred by CITY after December 31, 2008. COUNTY shall have access to and be provided copies and transcripts of any records necessary to accomplish this obligation in the sole determination of COUNTY or HUD.

SECTION 10. MAINTENANCE OF RECORDS.

(a) CITY shall maintain all records required by federal, state, and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by federal or state law. If litigation is commenced regarding any matters which are the subject of this Agreement, then such records shall be maintained until the litigation is concluded. Required records shall include:

(1) All accounts, property, and personnel records deemed necessary by COUNTY to ensure proper accounting of all Project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by CITY pursuant to this Agreement;

(B) Bills and invoices for all services purchased by CITY pursuant to this Agreement;

(C) Labor Force account construction including the records indicating name, position, number of hours, and total labor costs.

(D) All capital expenditures in excess of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), including a description, model, serial number, cost of acquisition, and date.

(b) CITY shall prepare or have prepared an annual audit and provide copies thereof to the CS Administrator within thirty (30) days of its completion. Such financial reporting shall be completed for each fiscal year or part thereof during which this Agreement is in effect.

(c) All records, financial statements, and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any federal, state, or local agency.

SECTION 11. LIABILITY. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or

corporation in connection with the services CITY has agreed to perform hereunder, or for debts or claims accruing to such parties against CITY. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to CITY as a result of this Agreement, including consultants, contractors, subcontractors, and vendors who may from time to time be employed by CITY.

SECTION 12. SUBCONTRACTS AND PERFORMANCE BONDS.

(a) All contracts made by CITY to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in the Agreement. Only contracts and subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which CITY wishes to subcontract must be approved in writing by the CS Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

(b) CITY shall be fully responsible for the adequacy of services performed and materials provided by Project vendors and contractors and for prompt satisfaction or removal of any liens that may be filed by such persons. Failure to adhere to these terms shall be a default under this Agreement and shall be grounds for COUNTY to withhold subsequent payments. All contractors shall be properly licensed and subject to the same insurance requirements as CITY under this Agreement.

(c) All consultants, vendors, contractors, and subcontractors shall be required to post a performance bond at least equal to the

dollar value of the contracted goods and services. CITY shall furnish the COUNTY with a copy of the subject performance bond(s) in the full amount of the contracted Project costs. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY. Said bond shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. Such performance bonds shall be payable to both CITY and COUNTY. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, CITY shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from the COUNTY to do so, furnish additional bonds in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 13. INDEMNIFICATION.

CITY hereby assumes responsibility for all claims for personal injury (including death) and property damage arising from its own negligent or intentional torts or those of its employees, officers, directors, contractors, subcontractors, vendors, agents, or other persons under the control of CITY. COUNTY shall be responsible for all of its own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials, officers, directors, board or committee members, and other persons under its control. Section 768.28, Florida Statutes shall govern all aspects of

sovereign immunity and limitation of damages concerning the parties to this Agreement.

SECTION 14. INSURANCE.

(a) CITY shall ensure that its insurance coverage or self-insurance program and the insurance coverage of its contracted agents, vendors, suppliers, contractors, and sub-contractors conforms to and complies with all applicable federal, state, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury, and other casualty. CITY shall not award bids to any contracting party for Project services that does not provide proof of adequate insurance as a part of its submitted Bid Package and at the time of award.

(b) All of CITY'S outside consultants, Project managers, contractors, and subcontractors ~~shall~~ be fully insured in the amounts and types of insurance specified in Exhibit E to this Agreement, which Exhibit is incorporated herein by reference. Proof of such insurance shall be made available to COUNTY upon request.

SECTION 15. NON-ASSIGNABILITY. Neither party shall assign the Agreement without the prior written consent of the other and in a document of equal dignity herewith.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 17. PROGRAM INCOME. In the event that any program income is received by CITY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the

Agreement, CITY shall immediately render such program income to COUNTY for proper accounting in the CDBG fund.

SECTION 18. NON-EXPENDABLE PROPERTY. Any non-expendable personal property acquired by CITY through funds issued by COUNTY pursuant to this Agreement shall be subject to all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

SECTION 19. REVERSION OF ASSETS. Upon expiration of this Agreement, CITY shall immediately transfer to COUNTY any remaining unused CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement.

SECTION 20. SUSPENSION AND TERMINATION. In accordance with 24 C.F.R. Sections 84.60-62, COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R., Sections 85.43 and 85.44 or for cause by COUNTY.

SECTION 21. BREACH. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

SECTION 22. ENFORCEMENT OF AGREEMENT AND REMEDIES. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid

to CITY pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;
- (b) Reallocate the remaining uncommitted funds toward another CDBG program;
- (c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by CITY;
- (d) Demand CITY immediately repay any monies expended in accordance with the Agreement;
- (e) Require specific performance of the Agreement;
- (f) Demand payment and/or performance from the surety, if applicable;
- (g) Impose a lien upon any and all of CITY's real or personal property. To create such a lien, COUNTY shall send a letter to CITY demanding refund of any monies expended to CITY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon CITY's real and personal property; and/or
- (h) Initiation of legal or equitable proceedings in a court of competent jurisdiction.

SECTION 23. ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION. The parties agree to cooperatively interpret and implement this Agreement in good faith. In the event that a dispute arises, the first level of contact for resolution shall be the City Manager of CITY or his/her designee and the County Manager or his/her designee. If the matter cannot be amicably resolved at that level, then the parties shall

engage in alternative dispute resolution under the terms of Chapter 164, Florida Statutes, the cost of which shall be shared equally. The parties hereto agree that they shall not pursue litigation unless and until all good faith efforts at alternative dispute resolution have been exhausted. The venue for any state actions shall be the Eighteenth Judicial Circuit in and for Seminole County, Florida and for any federal actions the U.S. District Court for the Middle District of Florida, Orlando Division. Each party shall be responsible for its own attorneys fees for any proceedings contemplated herein, regardless of the outcome.

SECTION 24. CERTIFICATION REGARDING LOBBYING. CITY hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, CITY shall complete and submit a

"Disclosure of Lobbying Activities" (Standard Form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

SECTION 25. NOTICE. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CS Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For CITY:

Public Works Director
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Either of the parties may change the address or person for receipt of notice without the need for formal amendment to this Agreement, provided that such notice shall be in writing and attached to each party's copy of the Agreement. 

SECTION 26. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Both parties agree that they had the opportunity to seek legal counsel in connection their review and execution of this Agreement. Accordingly, this Agreement shall not be construed in favor of one party and against the other merely because it was substantially drafted by only one of the parties.

SECTION 27. AMENDMENT. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing

notwithstanding, a change in the parties designated for Notice pursuant to Section 25 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

SECTION 28. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed severable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

(End of Agreement - Signature Page Follows)



IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

ATTEST:

CITY OF CASSELBERRY, FLORIDA

Thelma L. McPherson
THELMA L. MCPHERSON, City Clerk

By: [Signature]
BOB GOFF, Mayor

Date: November 13, 2007

Approved as to form and legal sufficiency.

[Signature]
City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

[Signature]
MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: [Signature]
BRENDA CAREY Chairman

Date: 12/21/07

For the use and reliance of Seminole County only.



As authorized for execution by the Board of County Commissioners at their July 24, 2007 regular meeting.

Approved as to form and legal sufficiency.

[Signature]
County Attorney

Attachments:

1. Exhibit A - Scope of Project Services
2. Exhibit B - Project Budget, Including Attachment 1 (Site Plan of Project)
3. Exhibit C - Request for Payment Form
4. Exhibit D - Monthly Report Form
5. Exhibit E - Minimum Insurance Requirements for Contractors

AWS:jjr
10/3/07

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**EXHIBIT A
SCOPE OF SERVICES
CITY OF CASSELBERRY
CDGB 2007-2008**

CASSELBERRY shall provide for professional construction services for improvements to the Anchor Road Stormwater Drainage System and associated improvements (see Attachment 1). The construction services are being performed to provide enhanced stormwater drainage in a neighborhood area predominantly occupied by low and moderate income households.

TASK ONE - DOCUMENTS AND BID PROCESS

A. CASSELBERRY shall have all construction drawings and site plans reviewed and approved by the reviewing authorities for the City of Casselberry and the Community Development Office of Seminole County.

B. CASSELBERRY shall apply for and submit copies of all applicable permits to COUNTY.

C. CASSELBERRY shall prepare all documents required for bidding. The documents shall be submitted to COUNTY for review and approval prior to bidding. COUNTY shall review the documents and incorporate terms and conditions as required by COUNTY or by CDBG regulations. Bid terms shall include minimum insurance and performance bond requirements as set forth in the Agreement and Exhibit E to the Agreement.

D. CASSELBERRY shall comply with the requirements of 24 C.F.R., Part 85.36 "Procurement" sections (b), (c), (d), (e), (f), (g), (h), and (i), and all other statutes, regulations, and local ordinances described in Section 6 of the Agreement.

TASK TWO - BID RESPONSE REVIEW

Following the close of the bidding period, COUNTY and CASSELBERRY shall jointly review the bids received. After review, CASSELBERRY shall verify contractor qualifications, and COUNTY shall verify that the recommended bidder is not suspended or debarred from doing business under federally funded contracts.

TASK THREE - CONTRACTOR SELECTION

CASSELBERRY shall select, with COUNTY acting in an advisor capacity, the contractor(s) to be awarded the Project. CASSELBERRY shall prepare and negotiate the contracts with the contractors and monitor

the performance to meet certain requirements such as, but not limited to, appropriate contractor licensing, proper insurance coverage, certificates, and permits.

TASK FOUR - PRE-CONSTRUCTION CONFERENCE

CASSELBERRY and COUNTY shall hold a joint pre-construction conference at Casselberry City Hall with the contractor, subcontractors, utility company representatives (if applicable), and other involved construction entities for the purpose of:

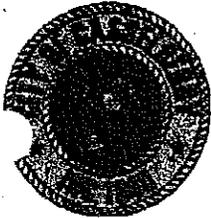
1. Identifying all project managers;
2. Discussing the plans and specifications;
3. Discussing construction procedures and establishing a construction schedule;
4. Answering any questions prior to construction; and
5. Discussing federal requirements and regulations (COUNTY shall present this information).

TASK FIVE - PROJECTION MONITORING AND PROGRESS REPORTS

CASSELBERRY shall provide a project manager to monitor the activities. The project manager shall be responsible for responding to all requests by COUNTY. In accordance with Section 9 of the Agreement, the project manager for CASSELBERRY shall provide monthly reports (attached hereto as Exhibit D) to COUNTY by the fifteenth (15th) day of each month.

TASK SIX - PAYMENT

CASSELBERRY shall receive payment from COUNTY in strict accordance with Section 5 of the Agreement, including particularly the Project Completion Schedule in Section 5(f) and the minimum leveraging requirement of Section 5(g) of the Agreement.



City of Casselberry

Acting Community Development Director

95 Triplet Lake Drive, Casselberry, Florida 32707 • Telephone (407) 262-7700, Ext. 1108
Fax (407) 262-7763 • Email: ssmith@casselberry.org

February 28, 2007

Mr. Robert F. Heenan, Community Development Project Manager
Community Services Dept.
Seminole County Government
534 W. Lake Mary Blvd.
Sanford, FL 32773-7400

RE: FY 2007 CDBG Grant Submittal – Anchor Road Neighborhood

Dear Mr. Heenan:

Enclosed you will find the 2007-2008 Community Development Block Grant (CDBG) Program Submission Application. The specific area is centrally located west of US highway 19-92 and east of CR 427, north of SR 436. Anchor Road is a north-south collector road that serves a commercial-industrial area that is bounded by several neighborhoods to the east and west. The subdivisions to the east are located in incorporated Casselberry and the subdivisions to the west are unincorporated Seminole County. This is a joint project with Seminole County. The drainage project is projected in the Seminole County 2008 -2009 Stormwater Work Plan. The City is proposing to change the roadway from a rural to urban section by enclosing the ditches and providing sidewalks. Additionally, the City will be upgrading the waterline to 8" pipe and providing fire hydrants along Anchor Road. These proposed improvements will help to remove blight from the area and provide a safer and healthier environment.

The total anticipated project cost is \$2,068,043 (including design/engineering). Seminole County has projected the drainage improvement costs to be \$1,100,000. The City of Casselberry will provide \$524,144 of in-kind funding, including staff and acquisition of a drainage easement. The City is requesting consideration for CDBG funds in the amount of \$443,900 to pipe and enclosing the ditches, provide sidewalks and improved fire protection. The construction cost information is provided in the "Supplemental Information" section of the application.

Please let me know if any additional information is required for this submittal. Thank you for your consideration of this project.

Sincerely,

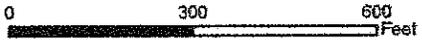
Sandra Smith, AICP
Acting Community Development Director

Enclosure: FY 2007-2008 Community Development Block Grant application

c: Barbara Lipscomb, City Manager
Edward Torres, Public Works Director
Mark Glover, Interim Finance Director

Anchor Road Stormwater & Roadway Improvements

-  Proposed Ditch Piping
-  Proposed Sidewalk
-  Easement Dedicated to Seminole County



Source : Casselberry Public Works Department February 2007
G:\nd Projects\Annie\PWEd Torresi\Project\Anchor.mxd

End Project

MICHELLE DR

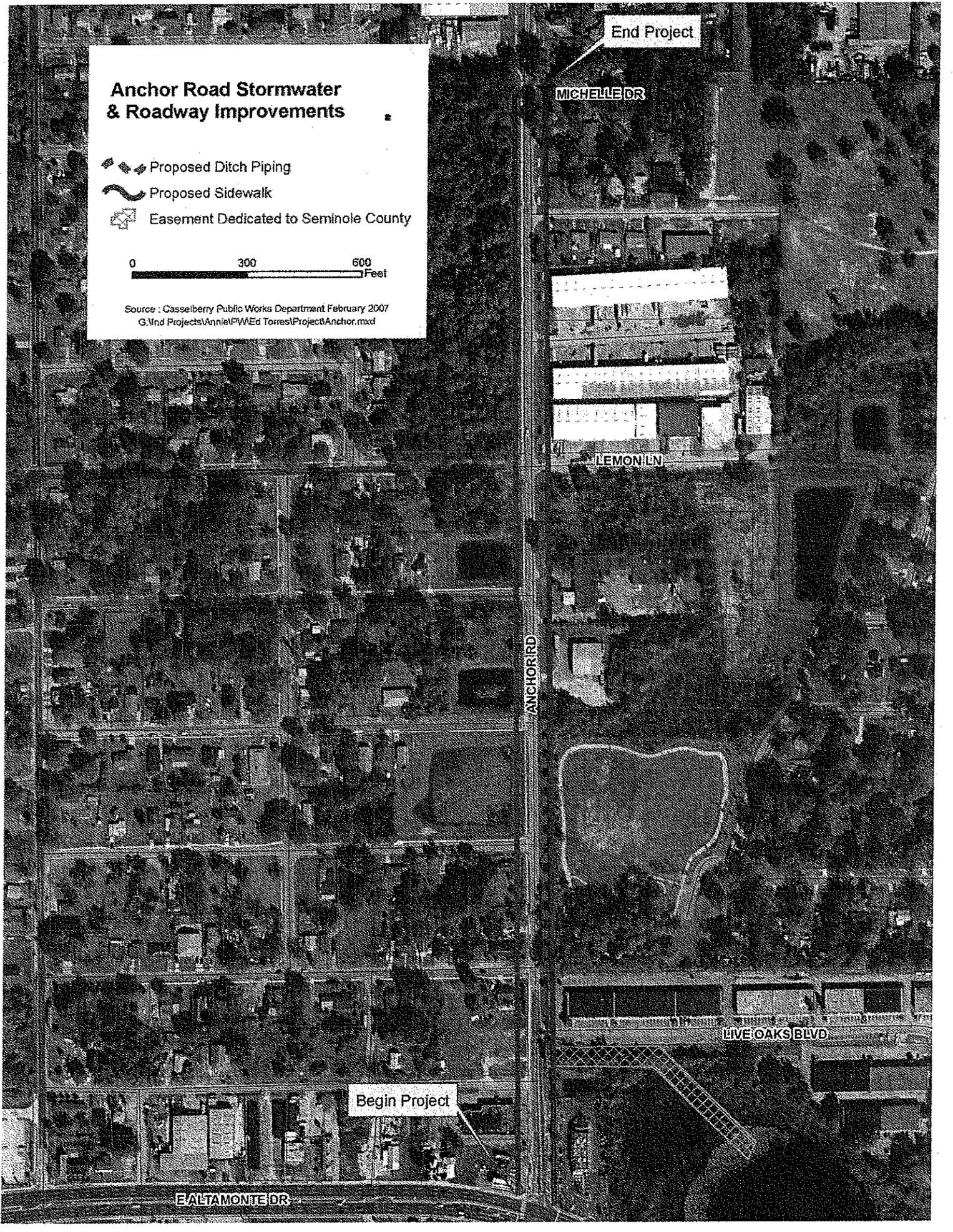
LEMON LN

ANCHOR RD

LIVE OAKS BLVD

Begin Project

E ALTAMONTE DR



**EXHIBIT B
PROJECT BUDGET
CITY CASSELBERRY, FLORIDA
CDBG 2007-2008**

Activity	Budget
Construction services for improvements to Anchor Road Stormwater Drainage System and associated improvements.	\$400,000.00
CDBG 2007-2008	\$400,000.00



ANCHOR ROAD STORMWATER IMPROVEMENTS PROJECT



0 100 200
Feet

- Legend**
- EASEMENT ACQUISITION LIMITS
 - PROPERTY ACQUISITION LIMITS
 - EXISTING STRUCTURES**
 - CURB INLET
 - DITCH BOTTOM INLET
 - MANHOLE
 - VERTICAL END SECTION
 - PIPERND
 - OUTFALL
 - CONTROL STRUCTURE
 - EXISTING PIPES**
 - EXISTING PIPE
 - POND
 - EXISTING CHANNELS**
 - CANAL
 - DITCH
 - WETLAND
 - SURVEY INFORMATION**
 - LOT LINE
 - EDGE OF PRESENT AND REMAIN
 - PROPERTY LINES
 - PROPOSED STRUCTURES**
 - PROPOSED CURB INLET
 - PROPOSED CONTROL STRUCTURE
 - PROPOSED DN
 - PROPOSED M/S
 - PROPOSED MANHOLE
 - PROPOSED PIPES
 - PROPOSED POND

EXPAND POND USING ADJACENT VACANT LOTS

EXPAND POND USING ADJACENT VACANT LOTS

CONVERT EXISTING DRY POND INTO WET POND

EQUALIZER PIPES

- ALTERNATIVE 3**
- ADD STORM SEWER AND INLETS;
 - PROVIDE DBI AND OUTFALL FOR ORANGE LANE FLOOD AREA;
 - EXPAND AND EQUALIZE PONDS
 - RE-ROUTE UPSTREAM RUNOFF TO EXPANDED PONDS;
 - CONVERT DRY POND TO WET POND;
 - PIPE IN DITCH;
 - PROVIDE SIDE WEIRS IN JUNCTION BOXES NEAR WETLAND TO MAINTAIN OVERFLOW ATTENUATION;
 - PROVIDE A NEW OUTFALL TO GRASSY LAKE;

PLEASE REFER TO FIGURE 22 FOR EASEMENT AND PROPERTY ACQUISITION LIMITS DETAILS

DATA SOURCES:
AERIAL: ORANGE COUNTY-2005
GIS DATA: SEMINOLE COUNTY GIS DIVISION

FIGURE 20
ALTERNATIVE 3

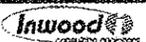


EXHIBIT C
 CITY OF CASSELBERRY, FLORIDA
 REQUEST FOR PAYMENT
 CDBG 2007-2008

Subrecipient: City of Casselberry

Name of Activity: Anchor Road Drainage Improvements

Mailing Address: 95 Triplet Lake Drive
Casselberry, FL 32707

Contact Person: _____

Telephone Number: _____

Payment Request No.: _____

Activity	Original Budget Amount	Payment Amount this Request	Paid to Date	Original Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$	\$	\$
TOTAL	\$400,000.00	\$	\$	\$

(Attach a copy of all supporting documentation to payment request.)

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: _____

Submitted by: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT D
 CITY OF CASSELBERRY, FLORIDA
 MONTHLY REPORT
 CDBG 2007-2008

Subrecipient: City of Casselberry

Mailing Address: 95 Triplet Lake Drive
Casselberry, FL 32707

Contact Person: _____

Telephone Number: _____

I. NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES

II. BUDGET STATUS

Activity	Estimated Budget	Expenses Paid Month	Expenses this Month	Total Expenses Paid to Date	Outstanding Obligations	Budget Balance
Anchor Road Drainage Improvements	\$400,000.00	\$		\$	\$	\$
TOTAL	\$400,000.00	\$		\$	\$	\$

EXHIBIT E

MIMINUM INSURANCE REQUIREMENTS FOR CONTRACTORS

(a) General. Each and every CONTRACTOR and subcontractor (collectively "Contractor") shall, at its own cost, procure the insurance required under this Section.

(1) CONTRACTOR shall furnish a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). CITY and COUNTY and their officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that CITY 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 a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

(4) Neither approval nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including its indemnification of CITY and 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 it has knowledge of any such circumstance, immediately notify CITY 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 CITY and COUNTY, CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liabilities 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 for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

\$1,000,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) 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:

General Aggregate	\$2,000,000.00 ¹
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Automobile/Other Motor Vehicle	\$1,000,000.00 ²

¹ May also be structured as \$1,000,000.00 in coordination with a \$1,000,000.00 umbrella policy.

² Each occurrence.

(3) Builder's All Risk Insurance. If this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form: Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance: The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings, or structures.

(C) Maximum Deductible: The maximum deductible is FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Waiver of Occupancy Clause or Warranty: The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that buildings, construction site trailers, or other structures in the course of construction shall not be

occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the Project improvements or structures by CITY and COUNTY.

(E) Exclusions: Exclusions for design errors or defects, theft, earth movement and rainwater shall be removed.

(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 CITY and COUNTY or their officials, officers, or employees shall be in excess of and not contributing to 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 basis 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 the attached Agreement.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY:

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program or the Emergency Repair Housing Program.

County-wide

Shirley Davis-Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following client rented her home within the affordability period and repaid her mortgage, resulting in \$7,000.00 being returned to be Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Laurencia Fahie	34-20-30-536-0000-1120
	<u>Total Reimbursed \$7,000.00</u>

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$198,897.97):

<u>Name</u>	<u>Parcel I.D. Number</u>
Jeanne M. Brennan	02-20-30-518-0000-0C20
Larry Buckner	23-21-29-501-0000-0460
Lena Corns	10-21-31-503-0000-0530
Renee Davidson	10-21-29-513-0000-0310
Alma Eudell	33-19-31-300-1190-0000
Alma Eudell	33-19-31-300-1190-0000
Alfredia T. Floyd	36-19-30-544-0000-0280
Sherry M. Johnson	31-19-31-519-0000-0040
Sarah McMillon	18-21-30-502-0D00-0070

Susan K. Pollard
Elzona Robinson
Elzona Robinson
Kimmie Rowson
Jeremiah Session and Sue Session
Nellie M. Smith
Reginald Smith
Rhonda S. Travis and Rickey J. Travis
Willie Williams

36-21-30-502-0000-0600
35-19-30-521-0B00-0190
35-19-30-521-0B00-0190
31-19-31-501-0C00-0160
20-19-30-501-0000-2920
01-20-30-504-0500-0120
35-19-30-521-0B00-0230
14-21-29-506-0000-0150
32-19-31-506-0A00-0240

Total Forgiven \$ 198,897.97

STAFF RECOMMENDATION:

ATTACHMENTS:

1. Satisfactions of Second Mortgage

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 14, 1996 and recorded in Official Records Book 3134, Pages 0655 through and including 0659, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00) (the "Note"), dated August 26, 1996 and recorded in the Official Records Book 3134, Pages 0660 through and including 0662, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 26, 1996 recorded in Official Records Book 3134, pages 0663 through and including 0665, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 239 San Gabriel Street, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 112, DEERSONG 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, PAGES 27 THRU 29, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-536-0000-1120

(the "Property,") were made by **LAURENCIA FAHIE**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within thirty (30) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the thirty (30) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about June 15, 2008 pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
7/25/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated April 10, 2003 and recorded in Official Records Book 4823, Pages 0665 through and including 0667, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated April 10, 2003, and recorded in the Official Records Book 4823, Pages 0668 through and including 0671, Public Records of Seminole County, Florida, which encumbered the property located at 1323 Pine Ridge Circle, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

CONDOMINIUM UNIT NO. C2 OF BUILDING 13 OF THE PINE RIDGE CLUB VILLAGE I, A CONDOMINIUM, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1634, PAGES 1440 THOURGH 1532, INCLUSIVE, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, TOGETHER WITH ALL AMENDMENTS THERETO.

Parcel Identification Number: 02-20-30-518-0000-0C20

(the "Property,") were made by **JEANNE M. BRENNAN**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies;
and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
7/28/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated March 27, 2003 and recorded in Official Records Book 4764, Pages 1535 through and including 1537, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THIRTEEN THOUSAND FOUR HUNDRED EIGHTY-NINE AND 25/100 DOLLARS (\$13,489.25) (the "Note"), dated March 27, 2003, and recorded in the Official Records Book 4764, Pages 1538 through and including 1539, Public Records of Seminole County, Florida, which encumbered the property located at 127 Orienta Drive, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 46, ORIENTA GARDENS, SECOND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 23-21-29-501-0000-0460

(the "Property,") were made by **LARRY BUCKNER**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as his residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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

AWS/sjs
8/8/2008

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated April 16, 2003 and recorded in Official Records Book 4788, Pages 1863 through and including 1865, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FIFTY-SEVEN AND 85/100 DOLLARS (\$9,057.85) (the "Note"), dated April 16, 2003, and recorded in the Official Records Book 4788, Pages 1866 through and including 1867, Public Records of Seminole County, Florida, which encumbered the property located at 79 Vine Street, Oviedo, Florida 32766, the legal description and parcel identification for which are as follows:

LOT 53 AND THE SOUTH HALF OF VACATED ALLEY ADJACENT ON NORTH, OAK RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 49 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Property is also described as: LOT 53, OAK RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 49 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-31-503-0000-0530

(the "Property,") were made by **LENA CORNS**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 30, 2003 and recorded in Official Records Book 4967, Pages 1018 through and including 1021, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 26, 2003, and recorded in the Official Records Book 4967, Pages 1022 through and including 1025, Public Records of Seminole County, Florida, which encumbered the property located at 507 Boxelder Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 31, OAKLAND VILLAGE, SECTION TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, PAGES 27 AND 28, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-29-513-0000-0310

(the "Property,") were made by **RENEE DAVIDSON**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
7/28/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated August 26, 2002 and recorded in Official Records Book 4505, Pages 1528 through and including 1530, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of EIGHT THOUSAND EIGHT HUNDRED EIGHTY-NINE AND 15/100 DOLLARS (\$8,889.15) (the "Note"), dated August 26, 2002, and recorded in the Official Records Book 4505, Pages 1531 through and including 1532, Public Records of Seminole County, Florida, which encumbered the property located at 3706 Eudell Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

SECTION 33, TWP 19S, RANGE 31E, BEGINNING 877.6 FEET NORTH AND 546.15 FEET WEST OF SOUTH 1/4 SECTION, POST RUN NORTH 50 FEET, WEST 148.75 FEET, SOUTH 50 FEET, EAST 148.75 FEET, TO POINT OF BEGINNING.

The property is also erroneously described as: BEGIN 877.6 FEET NORTH AND 397.4 FEET WEST OF THE SOUTH QUARTER SECTION POST OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA. THENCE RUN NORTH 50 FEET, THENCE WEST 148.75 FEET, THENCE SOUTH 50 FEET, THENCE EAST 148.75 FEET, TO POINT OF BEGINNING.

Parcel Identification Number: 33-19-31-300-1190-0000

(the "Property,") were made by **ALMA EUDELL**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
7/25/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated January 31, 1997 and recorded in Official Records Book 3204, Page 1474, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated January 31, 1997, and recorded in Official Records Book 3238, Pages 0258 through 0260, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 3706 Eudell Drive, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

SECTION 33, TWP 19S, RANGE 31E, BEGINNING 877.6 FEET NORTH AND 546.15 FEET WEST OF SOUTH 1/4 SECTION, POST RUN NORTH 50 FEET, WEST 148.75 FEET, SOUTH 50 FEET, EAST 148.75 FEET, TO POINT OF BEGINNING.

The property is also erroneously described as: LEGAL SECTION 33, TWP 19 SOUTH, RGE 31 EAST, BEGINNING 877.6 FEET NORTH AND 546.15 FEET WEST OF THE SOUTH 1/4 SECTION POST RUN NORTH.

Parcel Identification Number: 33-19-31-300-1190-0000

(the "Property,") was made by **ALMA EUDELL**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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

AWS/sjs
7/25/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 30, 1998 and recorded in Official Records Book 3479, Pages 0789 through and including 0793, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FOUR HUNDRED TWENTY AND 52/100 DOLLARS (\$9,420.52) (the "Note"), dated July 30, 1998 and recorded in the Official Records Book 3479, Pages 0794 through and including 0797, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated June 25, 1998, recorded in Official Records Book 3479, Pages 0798 through and including 0800, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 2319 Hartwell Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 28, TWENTY WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 36 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-19-30-544-0000-0280

(the "Property,") were made by **ALFREDIA T. FLOYD**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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

AWS/sjs
8/8/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated May 13, 2003 and recorded in Official Records Book 4829, Pages 1273 through and including 1275, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOURTEEN THOUSAND SEVEN HUNDRED SEVENTY-ONE AND 80/100 DOLLARS (\$14,771.80) (the "Note"), dated May 13, 2003, and recorded in the Official Records Book 4829, Pages 1276 through and including 1277, Public Records of Seminole County, Florida, which encumbered the property located at 2433 Princeton Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 4, PHILLIPS TERRACE, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 8, PAGE 59 OF THE PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-519-0000-0040

(the "Property,") were made by **SHERRY M. JOHNSON**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated April 15, 2003 and recorded in Official Records Book 4790, Pages 0964 through and including 0966, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOURTEEN THOUSAND EIGHT HUNDRED FIFTY-ONE AND 15/100 DOLLARS (\$14,851.15) (the "Note"), dated April 15, 2003, and recorded in the Official Records Book 4790, Pages 0967 through and including 0968, Public Records of Seminole County, Florida, which encumbered the property located at 1271 Dunbar Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOTS 7 AND 8, BLOCK D, MERRITT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

The property is also described as: LOT 7, BLOCK D, MERRITT PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 22 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 18-21-30-502-0D00-0070

(the "Property,") were made by **SARAH McMILLON**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 9, 2003 and recorded in Official Records Book 4955, Pages 0415 through and including 0418, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 9, 2003, and recorded in the Official Records Book 4955, Pages 0419 through and including 0421, Public Records of Seminole County, Florida, which encumbered the property located at 5746 Marble Court, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

LOT 60, ALOMA PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 43 AND 44 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 36-21-30-502-0000-0600

(the "Property,") were made by **SUSAN K. POLLARD**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
7/25/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 18, 2002 and recorded in Official Records Book 4441, Pages 0763 through and including 0765, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOUR THOUSAND SEVEN HUNDRED SIXTY-THREE AND 80/100 DOLLARS (\$4,763.80) (the "Note"), dated June 18, 2002, and recorded in the Official Records Book 4441, Pages 0766 through and including 0767, Public Records of Seminole County, Florida, which encumbered the property located at 149 Country Club Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK B, COUNTRY CLUB MANOR, UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-521-0B00-0190

(the "Property,") were made by **ELZONA ROBINSON**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 31, 1997 and recorded in Official Records Book 3238, Page 0268, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated March 31, 1997, and recorded in Official Records Book 3285, Pages 0116 through 0118, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 149 Country Club Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK B, COUNTRY CLUB MANOR, UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-521-0B00-0190

(the "Property,") was made by **ELZONA ROBINSON**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 8, 2002 and recorded in Official Records Book 4321, Page 1168, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated February 8, 2002, (hereinafter the "Agreements"), which encumbered the property located at 1330 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE SOUTH 1/2 OF LOT 16 AND ALL OF LOTS 17 AND 18, BLOCK C, BUENA VISTA ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 1 AND 2 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-501-0C00-0160

(the "Property,") was made by **KIMMIE ROWSON**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

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
AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 7, 2002 and recorded in Official Records Book 4405, Pages 1519 through and including 1521, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND SIX HUNDRED SEVEN AND 95/100 DOLLARS (\$9,607.95) (the "Note"), dated May 7, 2002, and recorded in the Official Records Book 4405, Pages 1522 through and including 1523, Public Records of Seminole County, Florida, which encumbered the property, the legal description and parcel identification for which are as follows:

LOT 292 BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-2920

(the "Property,") were made by **JEREMIAH SESSION** and **SUE SESSION**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners did maintain the Property as their residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/11/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated December 2, 2002 and recorded in Official Records Book 4621, Pages 0592 through and including 0593 and 0596, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FOUR THOUSAND NINE HUNDRED TWENTY-FIVE AND 50/100 DOLLARS (\$4,925.50) (the "Note"), dated December 2, 2002, and recorded in the Official Records Book 4621, Pages 0594 through and including 0595, Public Records of Seminole County, Florida, which encumbered the property located at 2523 Laurel Avenue, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 13 AND THE SOUTH 1/2 OF LOT 12, BLOCK 5, SECOND SECTION, DREAMWOLD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 30 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 01-20-30-504-0500-0120

(the "Property,") were made by **NELLIE M. SMITH**, a single person, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least five (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under

current SHIP regulations and Local Housing Assistance Plan policies;
and

WHEREAS, the Owner has requested that Seminole County release the
Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals
Seminole County does hereby acknowledge full and complete satisfaction
of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed,
exonerated, discharged, and released of and from the lien of the
Mortgage and Note and every part thereof and Seminole County does
hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to
be executed this ___ day of _____, 20_____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

AWS/sjs
8/8/2008

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated May 29, 1998 and recorded in Official Records Book 3441, Pages 0280 through and including 0284, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated May 29, 1998 and recorded in the Official Records Book 3441, Pages 0285 through and including 0288, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated March 30, 1998, recorded in Official Records Book 3441, Pages 0289 through and including 0291, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 141 County Club Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK B, COUNTY CLUB MANOR UNIT TWO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-521-0B00-0230

(the "Property,") were made by **REGINALD SMITH**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owner did maintain the Property as his residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, his heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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

AWS/sjs
Date

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Fl 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated October 24, 1997 and recorded in Official Records Book 3317 Pages 1529 through and including 1533, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated October 24, 1997 and recorded in the Official Records Book 3317, Pages 1534 through and including 1537, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated October 6, 1997, and recorded in Official Records Book 3317, Pages 1518 through and including 1520, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 201 Lilac Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 15, ALDEAN GARDENS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 18, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification No.: 14-21-29-506-0000-0150

(the "Property,") were made by **RHONDA S. TRAVIS** and **RICKEY J. TRAVIS**, wife and husband, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note and Agreement.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

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

AWS/sjs
7/25/08

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT**

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated July 3, 1996 and recorded in Official Records Book 3100, Page 0491, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated July 3, 1996, and recorded in Official Records Book 3121, Pages 1352 through 1354, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2411 East 20th Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 24, BLOCK A, DIXIE TERRACE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-506-0A00-0240

but erroneously described in both Agreements as:

LOT 21, BLOCK A, DIXIE TERRACE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") was made by **WILLIE WILLIAMS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as his residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

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
AWS/sjs
7/28/2008

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Acceptance of a Utility Easement for the replacement of the water main within Seminole County Port Authority

DEPARTMENT: Environmental Services

DIVISION: Planning Engineering Inspections

AUTHORIZED BY: John Cirello

CONTACT: Patti Leviti

EXT: 2132

MOTION/RECOMMENDATION:

Acceptance of a Utility Easement granted by the Seminole County Port Authority for the replacement of a potable water main.

District 5 Brenda Carey

Dennis Westrick

BACKGROUND:

As part of the Elder Road/Orange Boulevard water main expansion project, a need exists to replace aging pipe within land owned by the Seminole County Port Authority between Dolgner Place and Castner Drive. This Utility Easement grants the County authority to enter upon the land to excavate, construct and maintain water and sewer pipes, mains, and appurtenances and any other utility facilities the County deems necessary. This Utility Easement was previously recorded by the Department on July 29, 2008, in Official Records Book 07039, Pages 420 through 423, inclusive.

STAFF RECOMMENDATION:

Staff recommends Board acceptance of the Utility Easement for the replacement of the water main within Seminole County Port Authority.

ATTACHMENTS:

- 1. Utility Easement

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

This instrument prepared by:
Susan E. Dietrich
Assistant County Attorney
County Services Building
1101 East First Street
Sanford, Florida 32771

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 07039 Pgs 0420 - 423; (4pgs)
CLERK'S # 2008087181
RECORDED 07/29/2008 02:20:37 PM
RECORDING FEES 35.50
RECORDED BY G Harford

UTILITY EASEMENT
(Corporation to County)

THIS UTILITY EASEMENT is made and entered into this 18
day of June, 2008, by and between **SEMINOLE COUNTY PORT**
AUTHORITY, a dependent special district of Seminole County,
Florida, and having its principal place of business at 1510
Kastner Place, Suite 1, Sanford, Florida 32771, hereinafter
referred to as the **GRANTOR**, and **SEMINOLE COUNTY**, a political
subdivision of the State of Florida, whose address is Seminole
County Services Building, 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as the **GRANTEE**.

W I T N E S S E T H:

FOR AND IN CONSIDERATION of the sum of ONE AND NO/100
DOLLAR (\$1.00) and other good and valuable consideration, the
receipt of which is hereby acknowledged, **GRANTOR** does hereby
grant and convey to the **GRANTEE** and its assigns, an easement and
right-of-way for utility purposes, with full authority to enter
upon, excavate, construct and maintain, as the **GRANTEE** and its
assigns may deem necessary, water and sewer pipes, mains and
appurtenances and any other utility facilities and appurtenances
over, under, upon and through the following described land
situate in the County of Seminole, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"

Property Appraiser's Parcel Identification Number:
16-19-30-300-0010-0000

TO HAVE AND TO HOLD said easement and right-of-way unto
said **GRANTEE** and its assigns forever.

THE GRANTEE and its assigns shall have the right to clear,
keep clear and remove from said right-of-way all trees,
undergrowth, and other obstructions that may interfere with
location, excavation, operation, or maintenance of the utilities
or any facilities installed thereon by the **GRANTEE** and its

RETURN TO SANDY MCCANN

24

assigns, and the **GRANTOR**, its successors and assigns, agree not to build, construct or create, or permit others to build, construct or create any buildings or other structures on the said right-of-way that may interfere with the location, excavation, operation, or maintenance of the utilities, or any facilities installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the **GRANTOR** recognizes and consents to the right of the **GRANTEE** or an authorized utility company, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the **GRANTOR** if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with **GRANTEE**, that it is lawfully seized and possessed of the real estate above described, that it has a good and lawful right to convey the said easement and that it is free from all encumbrances.

The **GRANTOR** further accepts responsibility over and agrees to indemnify and hold the **GRANTEE** harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating to or arising from this conveyance.

[Balance of this page intentionally blank; signatory page follows]

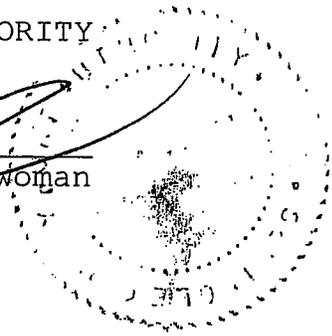
IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

ATTEST:

SEMINOLE COUNTY PORT AUTHORITY

Matthew T. Brown
Matthew T. Brown
Secretary

By Elizabeth Dorworth
Elizabeth Dorworth, Chairwoman



Affix Corporate Seal

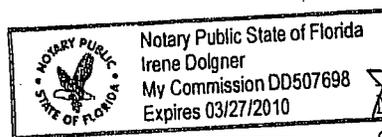
WITNESSES: Signed, sealed and delivered in our presence:

Andrew Van Goale
Print Name: Andrew Van Goale

Irene Dolgner
Print Name: Irene Dolgner
STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 18 day of June, 2008, by Elizabeth Dorworth as Chairwoman and Matthew T. Brown as Secretary of SEMINOLE COUNTY PORT AUTHORITY, a dependent special district of Seminole County, Florida, who are personally known to me.

NOTARY SEAL



Irene Dolgner
Notary Public, in and for the
State of Florida

EXHIBIT A

A portion of Government Lot 5, Section 16, Township 19 South, Range 30 East, and Lots 1, 2, 3, 4 of Block B, Lots 1, 2, 3, 5, 6, 7, 8 of Block 1, Lots 1, 2, 3, 4, 6, 7, 8 of Block 47, Lots 1, 2, 3 of Block A, less right of way for Interstate No. 4, of Sanford Farms as Recorded in Plat Book 1, Pages 127, 128, 128½ of Public Records, Seminole County, Florida, being an area lying within ten feet (10') on either side of the actual facilities installed by the Grantee.

LL

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-97 - \$974,444 - Administrative Services - Various Funds - Cancel Hazard Mitigation-Wind Retrofit Grant

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Timothy Jecks

EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-97 through various Funds in the amount of \$974,444.00 to cancel appropriations from the Hazard Mitigation-Wind Retrofit Grant Fund and transfer balances of cash matches provided by the General Fund and Fire Protection Fund.

County-wide

Lin Polk

BACKGROUND:

The Hazard Mitigation - Wind Retrofit Grant Program was originally planned to provide funding for projects designed to reduce long-term risk to the Public Safety Building from natural Hazards. The Contract put in place to complete the work was canceled by the BCC at the 11/13/07 board meeting. The action requested allows the transfer of unexpended match funds back to the General Fund and Fire Protection Fund. Below is background information, which was provided to the Board when Administrative Services canceled the Contract related to this project.

CC-2087-07/BHJ was awarded to T + G Constructors, Inc. by the Board on July 24, 2007. This Agreement was to provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of window security/impact resistant film on all exterior windows, replacement of all overhead coiling doors and replacement of aluminum louvers to meet Miami-Dade hurricane impact requirements at the Public Safety Building located at 150 Bush Boulevard, Sanford, Florida 32773.

After receiving verbal approval for the FEMA Grant, the Facilities Management Division determined that the use of the window film specified within the construction documents as a hurricane protection barrier would provide a cost savings benefit to the County. Use of this material was approved by the FEMA Project Manager at that time, and was subsequently incorporated into the plans and specifications developed by the project's Architect of Record (Rhodes and Brito Architects). This project was bid and awarded to T & G Constructors of Orlando, Florida based on these plans and specifications.

Before the issuance of the Notice-To-Proceed, staff was informed by FEMA that the Project Manager who had approved use of the window tint material had been removed from his position, and that this material was not acceptable for use under the FEMA Grant. On September 24, 2007, both County staff and the project's Architect of Record met with the management team from the local FEMA office. FEMA management provided confirmation that

the material did not meet Miami-Dade hurricane impact requirements and therefore was not acceptable under the terms of the FEMA Grant. Upgrading to acceptable materials would have significantly increased the costs to the General Fund and Fire Fund. The Project was canceled as a result. Any claim associated with this termination will be processed in accordance with Seminole County Administrative Code. The backup documentation includes the formal letter sent to T + G Constructors, Inc. that requests the Contractor cease any further action under this Agreement.

This project was funded from the following sources:

\$650,250 Grant

\$208,132 Transfer from General Fund

\$8,618 Transfer from Fire Fund

The project incurred \$60,037 worth of engineering expenditures over the past 2 years. Those expenditures will be funded on a weighted-average basis from the cash matches provided by the General Fund and Fire Protection Fund (96% GF and 4% FF).

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-97 through various Funds in the amount of \$974,444.00 to cancel appropriations from the Hazard Mitigation-Wind Retrofit Grant Fund and transfer balances of cash matches provided by the General Fund and Fire Protection Fund.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
T Jecks	9/3/08
Analyst	Date
Budget Manager	Date
Director	Date
08-97	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Administrative Services**
 Fund(s): Administrative Services Grants – Federal,
 General Fund, Fire Protection Fund

PURPOSE: Cancel appropriation for the Hazard Mitigation-Wind Retrofit Grant in the amount of \$650,250 awarded by the Florida Department of Community Affairs. Transfer balance of the cash matches provided by the General Fund and Fire Protection Fund to reserves.

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
11907.010565.560650	80000002	Construction In Progress (Hazard Mitigation Wind Grant)	817,731
00100.381100.11907		Transfer From Fund 11907	150,482
11200.381100.11907		Transfer From Fund 11907	6,231
Total Sources			\$ 974,444

Uses:

Account Number	Project #	Account Title	Amount
11907.331230.CF		Hazard Mitigation Grant Revenue	650,250
11907.014123.590910.00100		Transfer To Fund 00100 (Match)	150,482
11907.014123.590910.11200		Transfer To Fund 11200 (Match)	6,231
00100.999901.599998		Reserves & Contingencies	150,482
11200.999912.599998		Reserves & Contingencies	6,231
11907.010565.530310	80000002	Professional Services (Hazard Mitigation Wind Grant)	10,768
Total Uses			\$ 974,444

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: _____

ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



October 25, 2007

T + G Constructors
Attn: Mr. Ricardo Gonzalez, President
8623 Commodity Circle
Orlando, Florida 32819
PH. (407) 352-4443
FX. (407) 514-3801

**Subject: CC-2087-07/BHJ - Seminole County Public Safety Building
Hurricane Protection**

Dear Mr. Gonzalez:

The above referenced project was to provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of window security/impact resistant film on all exterior windows, replacement of all overhead coiling doors and replacement of aluminum louvers to meet Miami-Dade hurricane impact requirements at the Public Safety Building located at 150 Bush Boulevard, Sanford, Florida 32773.

Following approval from the assigned FEMA Project Manager, window film material was incorporated within the plans and specifications of the construction documents as a hurricane protection barrier. This project was publicly advertised, bids were received and subsequently on July 24, 2007 the Seminole County Board of County Commissioners awarded an agreement to your firm, T + G Constructors, Inc.

Prior to the issuance of a Notice-To-Proceed, staff was informed by FEMA that the assigned Project Manager had been removed from his position, and that this material was not acceptable for use under the FEMA Grant. On September 24, 2007, both County staff and the project's Architect of Record met with the management team from the local FEMA office. FEMA management provided confirmation that the material did not meet Miami-Dade hurricane impact requirements and therefore was not acceptable under the terms of the FEMA Grant.

ADMINISTRATIVE SERVICES DEPARTMENT
PURCHASING AND CONTRACTS DIVISION



Effective from the date of this letter, T + G Constructors, Inc. is instructed to cease any and all further action under CC-2087-07/BHJ - Seminole County Public Safety Building Hurricane Protection. It is the intention of the Purchasing & Contracts Division to present an Agenda Item to the Board on November 13, 2007. This item will request authorization to terminate the agreement for convenience, pursuant to 15.4 – Termination for Convenience under Section 00800: General Conditions of the construction documents.

This letter will serve as the County's notice to terminate for convenience. Any potential claim associated with this termination will be processed in accordance with Seminole County Administrative Code.

Should you have any questions, please do not hesitate to call.

Sincerely,

Robert L. Hunter, MBA, CPPB, FCN, FCCM
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

80000002	Hazard Mitigation Wind Grant					
Original Project Budget						
Grant	650,250			(60,037)	Total 06/07 and 07/08 Expenditures	
General Fund	208,132	96%		(57,650)	GF Portion	
Fire Fund	8,618	4%		(2,387)	FF Portion	
Total Project Budget	867,000					
06/07 Expenditures	(49,269)			6,231	To be returned to Fire Fund	
07/08 Project Budget	817,731					
07/08 Expenditures	(10,769)					
Budget to be Removed	806,963					
Grant	650,250					
General Fund	150,482					
Fire Fund	6,231					
Remaining Budget	0					

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Leisure Services Department Scholarship Seminole Program**DEPARTMENT:** Leisure Services**DIVISION:** Parks and Recreation**AUTHORIZED BY:** Joe Abel**CONTACT:** Kathryn Clifford**EXT:** 2001**MOTION/RECOMMENDATION:**

Approve the implementation of the Leisure Services Department, Scholarship Seminole Program; authorize the Leisure Services Department Director to make appropriate participant fee adjustments in accordance with Scholarship Seminole Program guidelines; and further authorize the Leisure Services Director to enter into Scholarship Seminole Program Agreements with qualified participants in accordance with Scholarship Seminole Program guidelines as defined.

County-wide

Joe Abel

BACKGROUND:

Please see attached Scholarship Seminole Program proposal with adjustments as requested during the Commission meeting of August 12, 2008.

STAFF RECOMMENDATION:

Staff recommends that the board approve the implementation of the Leisure Services Department, Scholarship Seminole Program; authorize the Leisure Services Department Director to make appropriate participant fee adjustments in accordance with Scholarship Seminole Program guidelines; and further authorize the Leisure Services Director to enter into Scholarship Seminole Program Agreements with qualified participants in accordance with Scholarship Seminole Program guidelines as defined.

Adjustments have been made to the program proposal as discussed at the Board of County Commission meeting on August 12, 2008.

ATTACHMENTS:

1. Scholarship Seminole Program Proposal
2. Agreement

Additionally Reviewed By:

- Budget Review (Ben Crawford, Lin Polk, Lisa Spriggs)
- County Attorney Review (Ann Colby)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

**Seminole County Leisure Services
Scholarship Program Proposal**



“Scholarship Seminole”

Seminole County Leisure Services

Scholarship Program Proposal

“Scholarship Seminole”

This proposal recognizes that the Seminole County Leisure Services Department is committed to providing quality recreational opportunities to all residents of the County regardless of their economic status. While the fees associated with most recreational programming represent a philosophy that the participant should cover the direct costs or some portion of the direct costs of providing program services, it is recommended that the Board of County Commissioners also authorize the Department to offer reduced fees, when appropriate, so that all residents can benefit equally from community recreational opportunities.

Therefore, this proposal requests the creation of *Scholarship Seminole* and the creation of the *Scholarship Seminole Program Fund* to offer the youth in Seminole County the opportunity to participate in recreational programming regardless of economic status. The program is based on ~~three~~ two underlying criteria: 1) income eligibility; ~~2) academic eligibility;~~ and ~~3) opportunity to perform volunteer services in lieu of program payment.~~ The goal is to provide scholarship opportunities to those youth that are in need of financial assistance, ~~maintaining at least a “C” average in education,~~ and willing to give back to the community through volunteer involvement.

The financial criteria would follow that of the State and Seminole County School Free and Reduced Lunch Program in determining eligible candidates for *Scholarship Seminole*. While not exactly duplicating the County School Board’s concept of “free and reduced lunch”, it does allow for income thresholds to be utilized in determining cost reductions for recreation program participants. The criteria are as follows:

SCHOLARSHIP SEMINOLE INCOME ELIGIBILITY GUIDELINES

Household Size	Annual Income	Monthly Income	Weekly Income
1	\$18,889	\$1,575	\$ 364
2	\$25,327	\$2,111	\$ 488
3	\$31,765	\$2,648	\$ 611
4	\$38,203	\$3,184	\$ 735
5	\$44,641	\$3,721	\$ 859
6	\$51,079	\$4,257	\$ 983
7	\$57,517	\$4,794	\$1,107
8	\$63,955	\$5,330	\$1,230
Each additional family member add	\$6,438	\$537	\$124

To determine monthly income, first choose how often you receive your income. If you receive income: Weekly: multiply total gross income by 4.33 / Every two weeks: multiply total gross income by 2.15 / Twice a month: multiply gross income by 2. The total income before taxes, social security, health benefits, union dues, or other deductions must be reported.

~~To be academically eligible a child must have at a minimum a “C” average—2.0 GPA in their school work to illustrate available time outside of studies to participate in extracurricular activities. This assists in determining a focus on priorities and a commitment to education.~~

Finally Additionally, eligible scholarship candidates can offset non-reduced fees by performing volunteer services in lieu of money. The volunteer services can be accomplished by the individual youth or through an effort of the entire immediate family and friends. By performing volunteer services, it allows the youth to clearly understand the value of the program being provided as well as a commitment to the community through “giving back”.

Scholarship Seminole would be available for all Seminole County Leisure Services Department managed programming and administered as follows:

A formal request form must be submitted for each youth in the household that is requesting a scholarship for a Seminole County recreation program. All information will remain confidential. (A sample of the form is attached.)

All applicants wishing to be considered for a scholarship or fee reduction must meet the following criteria:

- Resident of Seminole County – proof of Seminole County residency is required.
- 17 years or under in age for subsidy candidate - copy of birth certificate required.
- Child currently participating in or eligible for Seminole County School free or reduced lunch program.
- ~~Must maintain a minimum GPA of 2.0—copy of last report card required.~~
- The application should be submitted to the Leisure Services Administration office **at least two weeks prior to the start of program registration.**
- No more than 50% of the program spaces can be allocated for scholarship participants and subject to available scholarship matching funds.
- Scholarships can be used for Leisure Services Department managed programs only (tennis, soccer, nature camp, etc.)

Other Scholarship Considerations:

- Applicants may be eligible for multiple scholarships during the course of the year for multiple programs.
- Scholarship recipients must complete volunteer hours to continue to be eligible for future scholarships.
- Multiple scholarships may be awarded within a family to eligible applicants based on scholarship availability.
- Scholarships may be denied and/or discontinued if the recipient has a behavior problem during program participation.
- Credits are not given to participants that cannot complete a program or are denied or discontinued in a program.
- Volunteer hours for any existing scholarship awards must be completed before an applicant may apply for additional scholarship opportunities.

- Scholarship recipients will be notified of their scholarship award prior to the start of the program by the specific program coordinator.
- Final action on scholarship requests will depend on the total number of requests made by residents during the period prior to the program initiating.

Scholarship Fee Reduction:

The scholarship fee reduction is based on both a fee reduction to the participant and volunteer services applied. This allows for a commitment by the applicant to “give back to the community” and clearly identifies a true value for participation in a program.

Program Fees

Fee reductions are based on the Seminole County and State School Board Reduced Lunch Program criteria and are relate to program costs as follows:

Meeting either free or reduced Seminole County School lunch criteria = 50% reduction of program fees. The balance of fees can be paid in either money or volunteer services as outlined below.

If a scholarship applicant cannot afford or elects not to pay the balance of the reduced fee, they will have the option of providing volunteer service in exchange for the balance of the fees due. This volunteer service will include an hourly service rate valued against the balance of the service due.

Each service hour will be worth a value of \$5.00 per person/ per hour volunteered.

Example:

- If the program cost is \$100 and the scholarship recipient receives a 50% reduction then the scholarship individual will have the option for volunteer service to equal 10 hours to pay the remaining 50% balance.
 - $\$100 - 50\% \text{ scholarship} = \50 balance due
 - $\$50 \div \$5 (\$5 \text{ per person per service hour}) = 10 \text{ hours of volunteer service}$

Projects will be assigned by the Parks and Recreation Division Manager or the Special Projects Program Manager. The projects may include special events, programming, or facility enhancement. Because of the potential age range of Scholarship participants, recipients may utilize the assistance of their immediate family and friends to assist in completing the volunteer services hours required to meet the balance due hours of service.

Failure to complete volunteer service hours will result in participant becoming ineligible for future Scholarship Seminole opportunities until such time as the hours have been completed.

Scholarship Fund

In order to ensure for the coverage of actual program costs, it is further proposed to create a fund to be established to pay the County for those portions of participant fees that are reduced. In the example illustrated above; in reducing a participant's fee, the County would be waiving fifty percent (50%) of the fees. In order to recuperate the amount of the actual cost of the program, or the amount of the fee waived, a fund would be established utilizing partnering efforts from the community.

The *Scholarship Seminole Program Fund* would be created to allow local business and individual partners to give funding that would be held specifically for the purposes of providing funding for scholarship recipients. These funds would be drawn on as scholarship recipients were determined and fees were due for program delivery. The *Fund* would allow for business and an individual donor to give to the youth of the community through a scholarship format that is formal, equitable and designed specifically for those youth with a financial assistance need.

Additionally, the creation of the *Scholarship Seminole Program Fund* would establish the parameters and limitations for the total number of scholarships awarded based on the funds available at any given time. Scholarships would only be available based on the funds available in the *Scholarship Fund* to provide the necessary "match". Additionally, scholarships would be allowed for no more than fifty percent (50%) of the total participation of any specific program, thus allowing for equitable distribution of funding across all activities and programs.

The following pages are the scholarship package as it would be presented to requesting participants that meet the criteria for the program as outline herein. Also attached is a sample Scholarship Program Agreement to be entered into between the scholarship recipient's parent or legal guardian(s) and the County.



Seminole County Leisure Services Scholarship Program

“Scholarship Seminole”

The Seminole County Leisure Services Department is committed to providing quality recreational opportunities to all residents of the county regardless of their economic status. While the fees associated with most recreational programming represent a philosophy that the participant should cover the direct costs of providing the service, the Board of County Commissioners have also authorized the Department to offer reduced fees, when appropriate, so that all residents can benefit from community recreational opportunities. Therefore, *Scholarship Seminole* is created to offer the youth in Seminole County the opportunity to participate in recreational programming regardless of economic status.

A formal request form must be submitted for each youth in the household that is requesting a scholarship for a Seminole County recreation program. All information will remain confidential.

All applicants wishing to be considered for a scholarship or fee reduction must meet the following criteria listed below:

- Resident of Seminole County – proof of Seminole County residency is required.
- 17 years or under in age for subsidy candidate - copy of birth certificate required.
- Child currently participating in or eligible for Seminole County School free or reduced lunch program.
- ~~Must maintain a minimum GPA of 2.0—copy of last report card required.~~
- The application should be submitted to the Leisure Services Administration office at **least two weeks prior to the start of program registration.**
- No more than 50% of the program spaces can be allocated for scholarship participants and subject to available scholarship matching funds.
- Scholarships can be used for Leisure Services Department managed programs only (tennis, soccer, nature camp, etc.)

Other Scholarship Considerations:

- Applicants may be eligible for multiple scholarships during the course of the year for multiple programs.

- Scholarship recipients must complete volunteer hours to continue to be eligible for future scholarships.
- Multiple scholarships may be awarded within a family to eligible applicants based on scholarship availability.
- Scholarships may be denied and/or discontinued if the recipient has a behavior problem during program participation.
- Credits are not given to participants that cannot complete a program or are denied or discontinued in a program.
- Volunteer hours for any existing scholarship awards must be completed before an applicant may apply for additional scholarship opportunities.
- Scholarship recipients will be notified of their scholarship award prior to the start of the program by the specific program coordinator.
- Final action on scholarship requests will depend on the total number of requests made by residents during the period prior to the program initiating.

Scholarship Fee Reduction:

Program Fees

Fee reductions are based on the Seminole County and State School Board Reduced Lunch Program criteria and relate to program costs as follows:

SCHOLARSHIP SEMINOLE INCOME ELIGIBILITY GUIDELINES

Household Size	Annual Income	Monthly Income	Weekly Income
1	\$18,889	\$1,575	\$ 364
2	\$25,327	\$2,111	\$ 488
3	\$31,765	\$2,648	\$ 611
4	\$38,203	\$3,184	\$ 735
5	\$44,641	\$3,721	\$ 859
6	\$51,079	\$4,257	\$ 983
7	\$57,517	\$4,794	\$1,107
8	\$63,955	\$5,330	\$1,230
Each additional family member add	\$6,438	\$537	\$124

To determine monthly income, first choose how often you receive your income. If you receive income: Weekly: multiply total gross income by 4.33 / Every two weeks: multiply total gross income by 2.15 / Twice a month: multiply gross income by 2. The total income before taxes, social security, health benefits, union dues, or other deductions must be reported.

Meeting either free or reduced Seminole County School lunch criteria = 50% reduction of program fees. The balance of fees can be paid in either money or volunteer services as outlined below.

If a scholarship applicant cannot afford or elects not to pay the balance of the reduced fee, they will have the option of providing volunteer service in exchange for the balance of the fees due. This volunteer service will include an hourly service rate valued against the balance of the service due. Each service hour will be worth a value of \$5.00 per person/ per hour volunteered.

Example:

- If the program cost is \$100 and the scholarship recipient receives a 50% reduction then the scholarship individual will have the option for volunteer service to equal 10 hours to pay the remaining 50% balance.
 - $\$100 - 50\% \text{ scholarship} = \50 balance due
 - $\$50 \div \$5 (\$5 \text{ per person per service hour}) = 10 \text{ hours of volunteer service}$

Projects will be assigned by the Parks and Recreation Division Manager or the Special Projects Program Manager. The projects may include special events, programming, or facility enhancement. Scholarship participants may utilize the assistance of their immediate family and friends to assist in completing the volunteer services hours required to meet the balance due hours of service.



Scholarship Seminole Application

Please complete one application for each child wishing to participate in the scholarship program.

~ SEMINOLE COUNTY RESIDENTS ONLY ~

PARTICIPANT'S NAME: _____ MALE FEMALE

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PARTICIPANT'S BIRTH DATE: _____ AGE: _____ GRADE: _____

SCHOOL ATTENDING: _____

PROGRAM NAME: _____ START DATE: _____

PARENT AND/OR LEGAL GUARDIAN'S NAME: _____

~ INCOME INFORMATION ~

ANNUAL INCOME: _____ IRS FORM – YEAR: _____

HOUSEHOLD SIZE: ADULTS: _____ CHILDREN (17 YEARS AND UNDER): _____

MEMBERS OF HOUSEHOLD:

	NAME:	AGE:	INCOME:
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

STOP: Before you sign, have you included your proof of income, proof of residency, completed application form, copy of birth certificate, **latest grade card**, and completed program registration form? Applications cannot be accepted without all of the required information.

Signature of Parent and/or Legal Guardian _____
Date

~ OFFICE USE ONLY ~

Scholarship Application Approved Scholarship Application Denied

**SEMINOLE COUNTY LEISURE SERVICES
SCHOLARSHIP PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between _____, the Parent(s) and/or Legal Guardian(s), hereinafter referred to as "PARENT(S)" on behalf of _____, hereinafter referred to as the "child" or "recipient", whose address is _____, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY is committed to providing quality recreational opportunities to the residents of Seminole County regardless of their economic status; and

WHEREAS, COUNTY desires to provide scholarship assistance through the Scholarship Seminole program to the youth of Seminole County who are unable to participate in recreational activities due to financial hardship; and

WHEREAS, the scholarship assistance will be in the form of reduced fees for programs managed by the Seminole County Leisure Services Department; and

WHEREAS, PARENT(S) and child have met all the qualifications for award of scholarship assistance as set forth in this Agreement,

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, PARENT(S) and COUNTY agree as

follows:

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

SECTION 2. ELIGIBILITY. Scholarship Seminole applicants must reside in Seminole County; be seventeen (17) years of age or under and be eligible to receive free or reduced lunch in the Seminole County free or reduced lunch program. Applicants may be eligible for multiple scholarships during the course of the year and multiple scholarships may be awarded within a family based on scholarship availability.

SECTION 3. PROGRAM DETAILS.

(a) Scholarship Seminole applies solely to programs managed by the Seminole County Leisure Services Department. No more than fifty percent (50%) of the COUNTY's program spaces will be allocated for scholarship recipients and scholarships will be granted based on funding availability. Applicants who meet the criteria to receive either free or reduced Seminole County School lunch are eligible for a fifty percent (50%) reduction of program fees. The Leisure Services Department reserves the right, at any time, to deny or discontinue scholarships due to recipient's behavior, or as a result of changes or cancellation of the Scholarship Seminole program.

(b) Applications must be submitted at least two (2) weeks prior to the start of program registration. A formal request form, as provided by Seminole County Leisure Services Department, with supporting documentation, must be submitted for each child in the

household that is requesting a scholarship. Supporting documentation includes, but is not limited to, IRS forms to prove income, proof of Seminole County residency, and a copy of child's birth certificate. All information provided will remain confidential. Failure to provide such information or any misrepresentation of such information will result in the child's immediate disqualification from receiving Scholarship Seminole funds.

(c) The Leisure Services Department will screen the scholarship applications for eligibility and the final decision for awarding scholarships will be at their discretion. Scholarship recipients will be notified of their scholarship award prior to the start of the program by the program coordinator.

(d) Volunteer projects will be assigned by the Parks and Recreation Division Manager or the Special Projects Program Manager. The Leisure Services Department will determine the number of volunteer hours needed to fulfill scholarship requirements. Recipients must complete the volunteer service hours in order to receive credit for volunteer services hours.

(e) PARENT(S) and child have reviewed the details of this Section and understand and accept its procedures and requirements.

SECTION 4. SCHOLARSHIP AWARD. Child has been selected by COUNTY for a scholarship award for the following COUNTY programs:

The program fee for said program is \$_____, which, pursuant to this award, shall be reduced by fifty percent (%50) to \$_____.

Said amount shall be paid to the COUNTY in full no later than _____, 20____, or in the alternative, child shall be registered with the Seminole County Leisure Services Department to perform _____ hours of volunteer service. Registration must be made on or before _____, 20____. In the event the above payment or volunteer registration is not made in a timely manner, the child shall not be admitted to the above listed COUNTY program(s).

SECTION 5. VOLUNTEER SERVICE. At the discretion of the Leisure Services Department, volunteer service hours may be performed by the scholarship recipient and/or members of the recipient's family and friends. Failure to pay the balance of the program fee or failure to complete the volunteer service hours in a timely manner shall result in the recipient becoming ineligible for future Scholarship Seminole opportunities and/or immediate withdrawal of the child from the program for which the scholarship award was granted.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION.

(a) In consideration of COUNTY's award of this scholarship and for COUNTY's permission for child's participation in the program as stated in Section 4 above, PARENT(S), on behalf of the child, their heirs and assigns do hereby release and discharge Seminole County, its agents, officers, and employees from any and all claims, demands, grievances, and causes of action of every kind whatsoever, including, but not by way of limitation, all liability for property damages and personal injury of every kind, nature or description arising or which may hereafter arise from said permission, child's participation in the program or child's presence on COUNTY sites or in COUNTY vehicles as a

part of said program.

(b) PARENT(S) further agree to execute any additional hold harmless and indemnification agreements on behalf of child and other family members that provide volunteer service hours pursuant to this Agreement as may be required from time to time by the COUNTY.

SECTION 7. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

SECTION 8. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement.

SECTION 9. MODIFICATION, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Witness

Print Name

Witness

Print Name

PARENT
By: _____

Print Name
Date: _____

PARENT

Witness

By: _____

Print Name

Print Name

Witness

Date: _____

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
For the use and reliance
of Seminole County only.

BRENDA CAREY, Chairman

Date: _____

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/sjs
6/26/08, 9/2/08

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Copperfield Terrace (867) Utility Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Alan Willis **EXT:** 7332

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution to vacate and abandon the west 1.5 feet portion of the platted utility easement located at the east property line of lot 44, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93 and 94 in Section 22, Township 21 S, Range 30 E, and further described as 867 Copperfield Terrace, Jason Aspinwall, applicant.

District 1 Bob Dallari

Alan Willis

BACKGROUND:

The applicant, Jason Aspinwall, is requesting to vacate and abandon the west 1.5 feet portion of the platted utility easement located at the east property line of lot 44, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93 and 94 in Section 22, Township 21 S, Range 30 E. The applicant is requesting to vacate and abandon the described portion of the utility easement to cure an encroachment of an existing pool in the utility easement. Originally five feet of the utility easement was vacated to make room for the pool. The builder encroached an additional 1 foot into the remaining utility easement, so the applicant needed to vacate an additional 1.5 feet. The application has provided letters from the applicable utility companies stating "no objections" to the request.

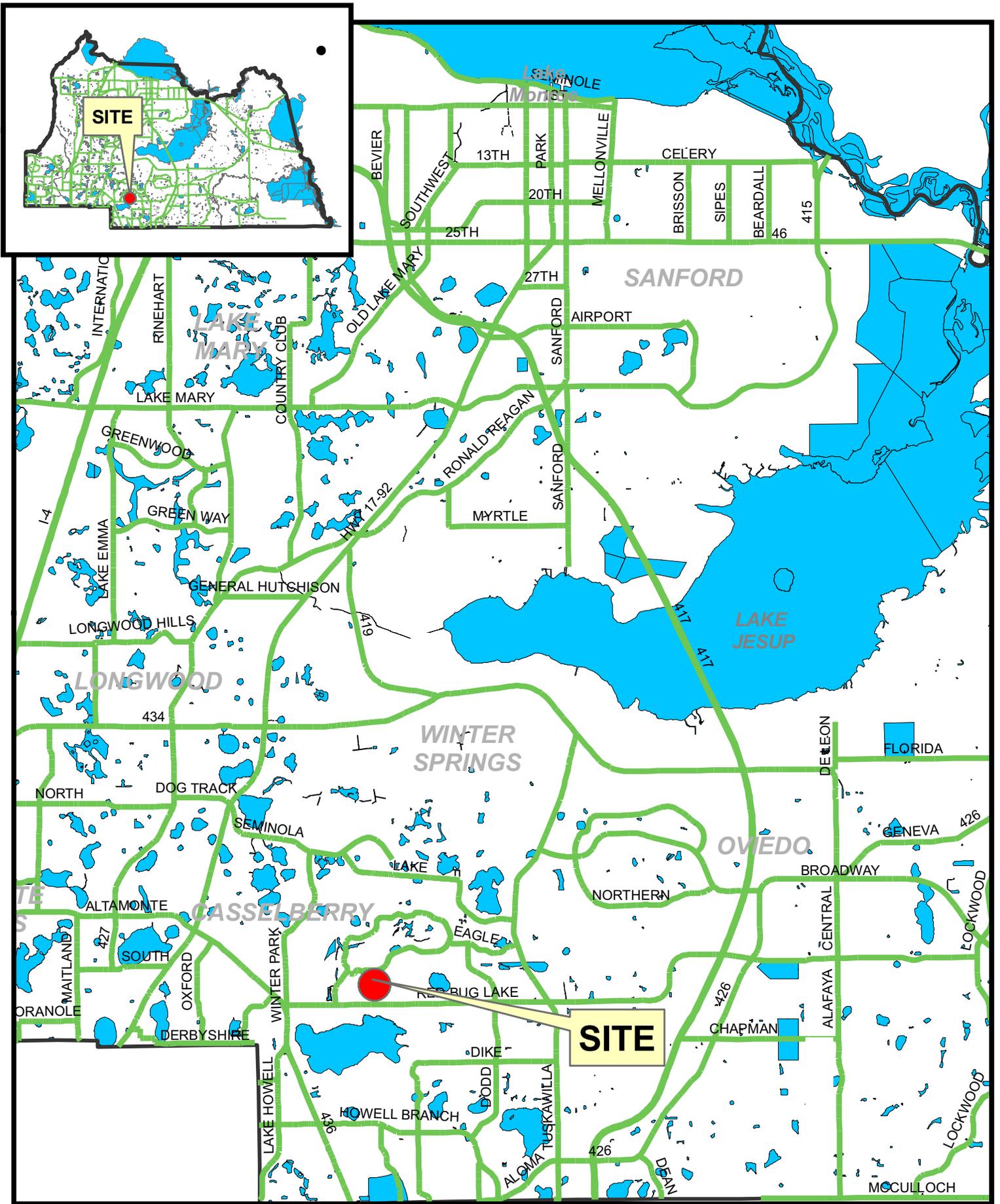
STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution to vacate and abandon the west 1.5 feet portion of the platted utility easement located at the east property line of lot 44, Copperfield, recorded in the Public Records of Seminole County, Florida in Plat Book 43, Pages 93 and 94 in Section 22, Township 21 S, Range 30 E, and further described as 867 Copperfield Terrace.

ATTACHMENTS:

- 1. Maps and Aerials
- 2. Resolution
- 3. Sketch of Description

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>
--



**Copperfield Terrace (870)
Utility Vacate**

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 23rd DAY OF September A.D., 2008.

RESOLUTION TO VACATE AND ABANDON A UTILITY EASEMENT

.....

Whereas, a Petition was presented on behalf of

JASON A. ASPINWALL

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating, and abandoning of the following described utility easement to-wit:

SEE ATTACHED SKETCH OF DESCRIPTION “EXHIBIT C”

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described utility easement is to the best interest of the County and the public in that the area in question is not needed for utility purposes and not necessary for public need.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described utility easement be, and the same is hereby abandoned, closed, and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 23rd day of September A.D., 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorization to Enter into a Joint Facilities Agreement Between Seminole County and the City of Casselberry in Conjunction with the Anchor Road Drainage Improvement Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt

EXT: 5709

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Joint Facilities Agreement between the City of Casselberry and Seminole County in conjunction with the Anchor Road Drainage Improvement Project (Capital Improvement Project #00209102).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Anchor Road is a County roadway which is partially located within the City limits of Casselberry. The City and County have each been planning various improvements to their respective infrastructure along Anchor Road from State Road 436 to Lyman Road. Through coordination of design activities, County and City staff determined that it would be beneficial to accomplish the improvements falling within the roadway corridor under a single project and contract, which the City would manage. These include an improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines.

City and County staffs have worked together in the preparation of construction plans and required permitting for the combined project. This joint project will be financed from multiple sources, including City funds, federal Community Development Block Grant (CDBG) funds, and Seminole County infrastructure sales tax funds. The proposed Joint Facilities Agreement outlines project procedures, responsibilities, and funding mechanisms. Consistent with the County's Fiscal Year 2007/08 Annual Budget, the Agreement also provides for payment to the City of up to \$1.6 million of County 2001 Infrastructure Sales Tax funding for these improvements.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Joint Facilities Agreement between the City of Casselberry and Seminole County in conjunction with the Anchor Road Drainage Improvement Project (Capital Improvement Project #00209102). This agreement authorizes the City of Casselberry to manage the construction of the proposed improvements.

ATTACHMENTS:

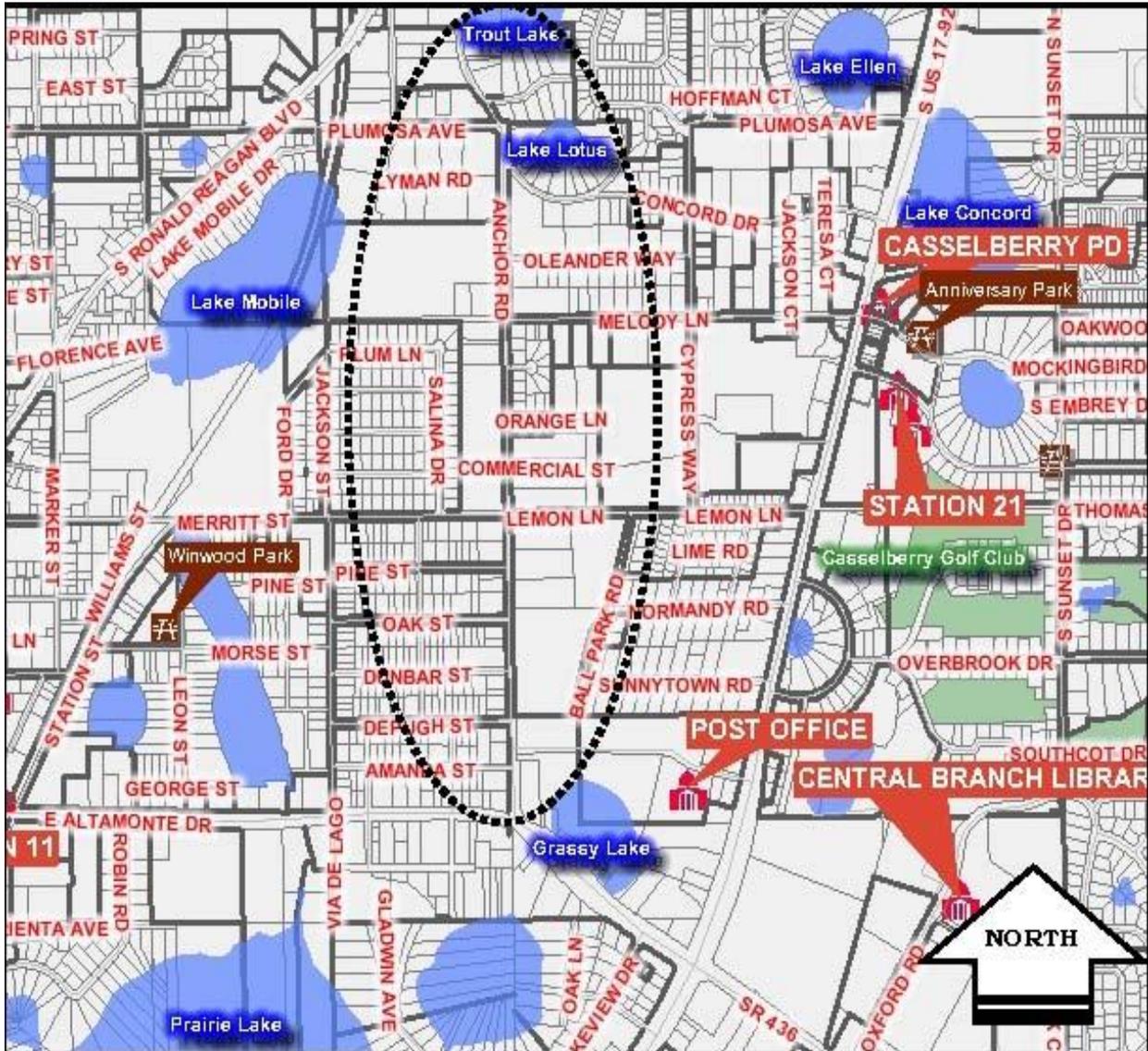
1. Location Map
2. Casselberry Resolution 08-1912 Anchor Road
3. Agreement

Additionally Reviewed By:

- County Attorney Review (Matthew Minter)
- Budget Review (Fredrik Coulter, Lisa Spriggs)

Location Map

Anchor Road Stormwater Improvement Project



RESOLUTION 08-1912

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SEMINOLE COUNTY/CITY OF CASSELBERRY INTERLOCAL CONSTRUCTION AGREEMENT FOR ANCHOR ROAD; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, the City has determined the need to provide pedestrian, drainage, roadway, and utility enhancements that will serve surrounding low-income areas on Anchor Road; and

WHEREAS, the Anchor Road Improvements Project is a joint City-County project that includes multiple funding sources, including funding from the City, Seminole County, and the Federal Government; and

WHEREAS, Seminole County has prepared and submitted an Interlocal Construction Agreement that will allow the City to manage the project and access County funds designated for the project; and

WHEREAS, Public Works staff has reviewed the Interlocal Agreement submitted by Seminole County and has found it to be 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 Seminole County/City of Casselberry Interlocal Construction Agreement for Anchor Road, attached as “Attachment A”, and authorizes the Mayor to execute said document on behalf of the City.

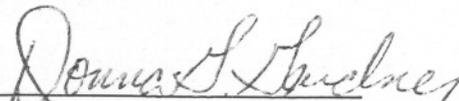
SECTION II. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION III. 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 IV. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 25th day of August, AD 2008.

ATTEST:



Donna G. Gardner
City Clerk



Bob Goff
Mayor/Commissioner

ATTACHMENT "A"

**SEMINOLE COUNTY / CITY OF CASSELBERRY
JOINT FACILITIES AGREEMENT**

THIS 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 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and the **CITY OF CASSELBERRY**, a Florida municipal corporation, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, Anchor Road from State Road 436 to Lyman Road (hereafter, "Anchor Road") is a County Road which is partially located in the city limits of CITY, and is of significant interest and concern to the citizens of the CITY and the COUNTY; and

WHEREAS, the CITY and COUNTY have been planning certain improvement projects related to Anchor Road right of way, including improved stormwater system with curb and gutter, construction of sidewalks, and installation of utility lines. The parties have concluded that it would be in the public interest to accomplish these various improvements under a single project and contract. Such a combined project would be funded in part by COUNTY funds, in part by CITY funds, and in part by Community Development Block Grant (CDBG) funds; and

WHEREAS, the CITY and COUNTY have worked together in the preparation of construction plans and required permitting for the Joint Project for Anchor Road. The COUNTY's portion of the Joint

Project includes the following: Sidewalk, curb and gutter, installation of stormwater pipes and construction of stormwater pond(s), collectively referred to as the "COUNTY Project." The COUNTY's financial share of the Joint Project is approximately 75.52% of the engineer's estimated construction cost; and

WHEREAS, the CITY desires, at its own expense, to construct and modify its water and sewer system located in the right-of-way of Anchor Road, herein referred to as the "CITY Project"; and

WHEREAS, the COUNTY desires the CITY to include and incorporate the COUNTY Project into a single contract to be managed by CITY, along with the contract for construction of the CITY Project (hereinafter, "Joint Project"), and the CITY is willing to provide such work under the terms and conditions hereinafter set forth; and

WHEREAS, this agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the COUNTY and the CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for the CITY to provide the following work to the COUNTY in the manner hereinafter set forth:

(a) All work relating to the Anchor Road improvement project is to be accomplished according to the plans, specifications and bid documents prepared by Inwood Consulting Engineers for the Joint Project, which plans, specifications and bid documents are hereby incorporated herein by reference. If, at the time of the bid award, the projected construction cost for the complete Joint Project exceeds

available funding, the CITY and COUNTY shall agree upon a phase line and reduced scope to construct the maximum feasible extent of the project, with the highest priority extending from State Road 436 to Michelle Drive or Phase 1.

(b) The CITY shall advertise for, and receive all bids for the Joint Project, in accordance with the CITY's procurement code, except as modified herein. The awarded contract must expressly state that the COUNTY is a third-party beneficiary to the contract. **In consideration of the use of CDBG funds for this project, the request for bids must expressly state that the contractor must comply with the Davis-Bacon Act.** The request for bids must expressly include a requirement that the bid will be awarded to the lowest responsive and responsible bidder, and that the bid must apportion the work between the COUNTY Project and the CITY Project in approximately the same ratio as reflected in the engineer's estimate, attached hereto and incorporated by reference as Exhibit A. The CITY shall afford the COUNTY the opportunity to review all bids prior to bid award. The CITY shall notify the COUNTY of the presumptive bid award, based on the foregoing criteria. The COUNTY shall be given the opportunity to review the presumptive bid award, to verify that it satisfies the foregoing requirement that the price of the work is apportioned between the COUNTY Project and the CITY Project in approximately the same ratio as reflected in Exhibit A. However, if the COUNTY is able to demonstrate to the CITY that the presumptive bid reflects a significantly and materially different ratio between the cost of the COUNTY Project and the cost of the CITY Project, as compared to

Exhibit A, the CITY shall reject that bid, and award the contract to the lowest responsive and responsible bid that does satisfy that requirement.

(c) The CITY shall manage and administer the performance of the construction contract to ensure that the entire Joint Project is completed in accordance with the engineer's plans and specifications, and within the awarded contract amount (and any mutually approved change orders). The CITY shall be responsible for requiring performance and maintenance bonds for the entire Joint Project from a recognized bonding or insurance company, and with appropriate coverages so that the Joint Project can be completed within the contract amount in the event of a default by the contractor. In the event that the contractor does not properly complete the work, the COUNTY shall not be financially  liable for more than the COUNTY's maximum financial participation in the Joint Project, as specified in SECTION 3.a., below. The COUNTY may, however, agree to increase the amount of its payment under this agreement by a written change order, which change order must be approved by COUNTY before any additional work is authorized by the CITY related to the COUNTY Project. The CITY may utilize the services of one or more professional engineers under contract to the CITY, to perform on-site inspection and engineering services related to the Joint Project, including but not limited to, soils and materials testing, surveys for as-builts and quantities during construction (collectively referred to as "CEI Services"). The CITY shall expressly state in any work orders issued

involving such CEI Services for work on the JOINT Project that the COUNTY is a third-party beneficiary with respect to such work order.

(d) The CITY shall, by written notification, afford the COUNTY a reasonable time to inspect the work on the COUNTY Project before the CITY accepts the entire Joint Project as complete. The COUNTY agrees to timely notify the CITY in writing of any aspect of the work that does not appear to have been completed in accordance with the project plans and specifications, so that the CITY may have the benefit of this information before it makes a decision whether or not to accept the work. Upon completion and acceptance of the work by the CITY, the CITY shall transfer all respective engineer's certificates and contractor's and manufacturer's bonds, indemnities and warranties that relate to the COUNTY Project, to the COUNTY, by written assignment. The water and sewer facilities shall remain the property of the CITY, and shall be operated and maintained by the CITY, according to the terms of the COUNTY's standard right-of-way utilization permit pertaining to the occupancy or use of COUNTY rights-of-way.

(e) The CITY shall manage and administer the construction contract for the entire Joint Project. Notwithstanding that, the COUNTY, through the COUNTY Engineer, shall have the right at all times to non-obtrusively inspect the work and the CEI Services. The CITY shall, upon request, furnish three (3) copies of pertinent reports and engineering drawings, to the COUNTY. Although the CITY shall have final authority to direct the work of the contractor, the COUNTY shall notify the CITY as to any portion of the work, whether in the CITY Project or the COUNTY Project, that does not appear to conform to the

project plans and specifications. The COUNTY and the CITY agree to work together cooperatively in order to discover and resolve any such problem areas in the work that may arise. Subject to the COUNTY's right to provide comment to the CITY as specified herein, the CITY or its CEI shall have final decision making authority, as between it and the contractor, to resolve all disputes, questions, and difficulties of whatever nature that may arise under or by reason of the work, prosecution and fulfillment of the services and work under the contract, and the character, quality, amount and value thereof.

(f) The CITY shall, upon completion and acceptance of the Joint Project, furnish the COUNTY with one (1) set of reproducible as-built drawings of the COUNTY Project. For purposes of this Agreement, the term "as-built drawings" means a revised set of drawings signed and sealed by a State of Florida licensed professional engineer or land surveyor, reflecting all changes made during the construction as compared to the plans and specifications, and showing exact dimensions, geometry, size, elevation, and location of all elements of the work completed under the contract.

SECTION 2. ADMINISTRATIVE AGENT. The CITY is designated as the party to administer the construction contract by and through its departments and officers, consultants and independent contractors.

SECTION 3. COST COMPUTATION. The COUNTY's share of the cost of the Joint Project shall be determined as follows:

(a) In consideration of the promises contained herein, the COUNTY agrees to pay CITY, up to a maximum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), for the portion of the

awarded contract work on the Joint Project that reflects the COUNTY Project components as itemized on Exhibit A, including the ROADWAY items and the SIGNING AND PAVEMENT MARKING items, **less a credit for any CDBG funds to be paid to the CITY which may apply to any of those items.** To the extent that the cost of the COUNTY Project work, **even after a credit of applicable CDBG amounts,** exceeds ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), the CITY and the COUNTY agree to complete the construction of Phase 1, as described in subsection 1 a), above. But, to the extent that the total cost of the COUNTY Project work **after the credit for applicable CDBG amounts,** is less than ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), such lesser amount shall be the extent of the COUNTY's funding obligation and share under this Agreement. Any balance of COUNTY funds remaining at the end of the project shall be promptly refunded to the COUNTY. Upon CITY's notification to COUNTY that it has awarded the construction contract for the work described in Exhibit A, the COUNTY shall pay to the CITY in advance, ninety percent (90%) of the COUNTY's share as described above. These funds paid by the COUNTY to the CITY shall be held in a separate CITY account dedicated to this project, from which amounts will be drawn by the CITY to pay invoices of the contractor for work accomplished on the COUNTY Project.

(b) The COUNTY shall not be financially liable for any additional work beyond that specified in the engineer's plans and specifications in the awarded contract, without advance notification and concurrence of the COUNTY Engineer; provided, however, that if, in

the opinion of the CITY's CEI, an emergency exists with respect to the COUNTY Project work, the CEI may authorize measures which, in his or her professional opinion, are reasonably necessary to prevent or mitigate damages which might result from such emergency. In any such situation, the CITY shall provide verbal or telephonic notice of the emergency situation as soon as reasonably practicable under the circumstances, with a follow-up written confirmation.

(c) Upon completion of the construction contract and final acceptance of the work by the CITY, the CITY shall transfer and assign to the COUNTY the applicable engineering as-built plans, in addition to the items listed on Exhibit B. The parties shall work to cooperatively resolve any disputes with respect to the acceptability of the completed work on the COUNTY Project. In the event that the parties cannot resolve such a dispute, the COUNTY may withhold payment of its ten percent (10%) retainage until there is a final resolution of the matter.

SECTION 4. EMPLOYEE STATUS. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim to pension, retirement, workers' compensation, unemployment compensation, civil service or other employee rights, privileges or benefits granted by the other party.

SECTION 5. COOPERATION. In order to accomplish the purposes and goals of this Agreement, the parties agree to cooperate with one another and to take whatever additional actions, consistent with the terms of this Agreement, as are reasonably necessary. This paragraph

does not authorize the expenditure of additional funds by either party.

SECTION 6. LIABILITY. Neither party shall indemnify the other as to claims arising out of the performance of this Agreement, and each party shall be responsible for its own negligence.

SECTION 7. DISPUTE RESOLUTION. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar-Certified Circuit Court Civil Mediator, within sixty (60) days following the date of such writing. The parties agree that, in the event that any dispute cannot be resolved by such mediation, it shall be resolved by civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida. The parties further agree that any such action shall be tried to the Court, and hereby waive the right to jury trial as to such action.

SECTION 8. ENTIRE AGREEMENT.

(a) The parties acknowledge that there is a separate Agreement between the parties for the CDBG funds related to this project. As to the matters contained herein, the parties acknowledge that the entire Agreement of the parties is set forth in this Agreement, and this Agreement supersedes any and all oral agreements and negotiations of the parties to the contrary. The parties have both been involved in drafting the terms of this Agreement, and this Agreement shall not be construed more favorably to one party or the other with respect to draftsmanship.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and fully executed by both parties.



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

ATTEST:

Donna G. Gardner
DONNA G. GARDNER, City Clerk

CITY OF CASSELBERRY

By: [Signature]
BOB GOFF, Mayor

Date: 8-25-08

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

MGM/sb
08/08/08
P:\Users\Mminter\Seminole County_Casselberry_Anchor_Rd_Agr.Doc

Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - PHASE I - SR. 436 to Merrit St. August 2008

ROADWAY ITEMS					
Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF ROADWAY SUBTOTAL)	LS	1	\$141,485.60	\$141,485.60
102-1	MAINTENANCE OF TRAFFIC (10% OF PROJECT)	LS	1	\$128,623.27	\$128,623.27
104-10-2	SYNTHETIC BALES	LF	110	\$10.09	\$1,109.90
104-11	FLOATING TURBIDITY BARRIER	LF	132	\$12.28	\$1,620.96
104-12	STAKED TURBIDITY BARRIER	LF	47	\$5.98	\$281.06
104-13-1	STAKED SILT FENCE (TYPE 3)	LF	6800	\$0.96	\$6,528.00
104-16	ROCK BAGS	EA	234	\$9.21	\$2,155.14
120-1	REGULAR EXCAVATION	CY	46653	\$6.02	\$280,851.06
120-6	EMBANKMENT	CY	2360	\$12.20	\$28,792.00
160-4	TYPE B STABILIZATION	SY	7372	\$4.99	\$36,786.28
425-1-351	CURB INLET TYPE 5 (<10')	EA	8	\$4,095.36	\$32,762.88
425-1-361	CURB INLET TYPE 6 (<10')	EA	6	\$4,443.47	\$26,660.82
425-1-451	CURB INLET TYPE 5 (<10') (J-BOTTOM)	EA	7	\$6,276.84	\$43,937.88
425-1-521	DBI TYPE C NO PAVT. (4.5X3.3) (<10')	EA	2	\$2,686.02	\$5,372.04
425-1-531	DBI TYPE C MODIFIED 6' SW (<10')	EA	5	\$2,893.13	\$14,465.65
425-1-533	DBI TYPE C MODIFIED 6' SW (<10') (J-BOTTOM)	EA	2	\$5,792.75	\$11,585.50
425-1-549	DBI TYPE D NO PAVT. (<10') (MODIFY)	EA	3	\$3,323.62	\$9,970.86
425-1-559	DBI TYPE E NO PAVT. (5.8X4.3) (<10') (MODIFY)	EA	1	\$6,954.44	\$6,954.44
425-2-61	MANHOLE (P-8) (<10')	EA	2	\$3,628.50	\$7,257.00
425-2-91	MANHOLE (J-8) (<10')	EA	2	\$5,990.92	\$11,981.84
425-2-93	MANHOLE (J-8) (PARTIAL) (<10')	EA	1	\$4,148.57	\$4,148.57
425-2-101	MANHOLE (J-8) (SPECIAL) (<10')(CONFLICT STRUCTURE)	EA	1	\$8,270.21	\$8,270.21
425-5	ADJUSTING MANHOLES (STANDARD)	EA	2	\$630.54	\$1,261.08
430-171-101	STORM SEWER PIPE CULVERT RCP (UP TO 24")	LF	1631	\$69.34	\$113,093.54
430-171-102	STORM SEWER PIPE CULVERT RCP (25" to 36")	LF	979	\$106.92	\$104,674.68
430-171-103	STORM SEWER PIPE CULVERT RCP (37" TO 48")	LF	633	\$171.72	\$108,698.76
430-171-201	ELLIP. STORM SEWER PIPE CULVERT OPT MTRL (UP TO 24")	EA	76	\$74.14	\$5,634.64
430-982-125	MITERED END SECTION (18" RCP)	EA	2	\$1,025.91	\$2,051.82
430-982-133	MITERED END SECTION (30" RCP)	EA	4	\$2,282.03	\$9,128.12
430-982-140	MITERED END SECTION (42" RCP)	EA	2	\$3,100.00	\$6,200.00
515-2-301	PEDESTRIAN RAILING (ALUMINUM) (PICKETT)	LF	168	\$52.63	\$8,841.84
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	4244	\$17.62	\$74,779.28
522-1	CONCRETE SIDEWALK, 4" THICK	SY	2242	\$41.74	\$93,581.08
522-2	CONCRETE SIDEWALK, 6" THICK	SY	480	\$50.81	\$24,388.80
530-3-3	RIPRAP-RUBBLE (BANK & SHORE)	TN	24.5	\$95.56	\$2,341.22
550-10-222	FENCE (TYPE B) (BLACK VINYL COATING)	LF	2820.0	\$18.00	\$50,760.00
550-60-235	FENCE GATE (SLIDING/CANTILEVER) (24' OPENING)	EA	2.0	\$4,350.00	\$8,700.00
570-1	PERFORMANCE TURF (CONTRACTOR'S OPTION)	SY	29500	\$1.13	\$33,335.00
580-1-1	LANDSCAPE COMPLETE - SMALL PLANTS	LS	1	\$5,000.00	\$5,000.00
999-1	VINYL SHEET PILE BAFFLE	SF	3850	\$22.00	\$84,700.00
635-1-11	JUNCTION BOXES (PULL BOX) (F & I)	EA	2	\$474.07	\$948.14
660-2-106	LOOP ASSEMBLY (TYPE F) (F & I) (6'x40')	AS	2	\$921.22	\$1,842.44
700-20-11	SIGN SINGLE POST (<12 SF) (F&I)	AS	10	\$322.60	\$3,226.00
700-20-40	SIGN EXISTING (RELOCATE) (SINGLE POST)	AS	2	\$244.77	\$489.54
700-20-60	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	14	\$33.19	\$464.66
705-10-4	OBJECT MARKER TYPE 4	EA	3	\$200.00	\$600.00
ROADWAY TOTAL					\$1,556,342

Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - Phase II - Merrit St. to Lyman Rd.

ROADWAY ITEMS

Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF ROADWAY SUBTOTAL)	LS	1	\$93,920.11	\$93,920.11
102-1	MAINTENANCE OF TRAFFIC (10% OF PROJECT)	LS	1	\$85,381.92	\$85,381.92
104-10-2	SYNTHETIC BALES	LF	44	\$10.09	\$443.96
104-12	STAKED TURBIDITY BARRIER	LF	139	\$5.98	\$831.22
104-13-1	STAKED SILT FENCE (TYPE 3)	LF	5005	\$0.96	\$4,804.80
104-16	ROCK BAGS	EA	262	\$9.21	\$2,413.02
120-1	REGULAR EXCAVATION	CY	5464	\$6.02	\$32,893.28
120-6	EMBANKMENT	CY	4404	\$12.20	\$53,728.80
160-4	TYPE B STABILIZATION	SY	13159	\$4.99	\$65,663.41
425-1-351	CURB INLET TYPE 5 (<10')	EA	14	\$4,095.36	\$57,335.04
425-1-361	CURB INLET TYPE 6 (<10')	EA	7	\$4,443.47	\$31,104.29
425-1-451	CURB INLET TYPE 5 (<10') (J-BOTTOM)	EA	1	\$6,276.84	\$6,276.84
425-1-461	CURB INLET TYPE 6 (<10') (J-BOTTOM)	EA	1	\$6,478.86	\$6,478.86
425-1-521	DBI TYPE C NO PAVT. (4.5X3.3) (<10')	EA	4	\$2,686.02	\$10,744.08
425-1-531	DBI TYPE C MODIFIED 6' SW (<10')	EA	2	\$2,893.13	\$5,786.26
425-1-533	DBI TYPE C MODIFIED 6' SW (<10') (J-BOTTOM)	EA	2	\$5,792.75	\$11,585.50
425-2-61	MANHOLE (P-8) (<10')	EA	2	\$3,628.50	\$7,257.00
425-2-91	MANHOLE (J-8) (<10')	EA	2	\$5,990.92	\$11,981.84
425-5	ADJUSTING MANHOLES (STANDARD)	EA	2	\$630.54	\$1,261.08
430-171-101	STORM SEWER PIPE CULVERT RCP (UP TO 24")	LF	1641	\$69.34	\$113,786.94
430-171-102	STORM SEWER PIPE CULVERT RCP (25" to 36")	LF	662	\$106.92	\$70,781.04
430-171-201	ELLIP. STORM SEWER PIPE CULVERT OPT MTRL (UP TO 24")	EA	123	\$74.14	\$9,119.22
430-963-1	PVC PIPE (4")	LF	30	\$14.89	\$446.70
430-982-125	MITERED END SECTION (18" RCP)	EA	1	\$1,025.91	\$1,025.91
430-982-129	MITERED END SECTION (24" RCP)	EA	3	\$1,766.26	\$5,298.78
430-982-625	MITERED END SECTION (14"X23" ERCP)	EA	3	\$945.42	\$2,836.26
515-2-301	PEDESTRIAN RAILING (ALUMINUM) (PICKETT)	LF	72	\$52.63	\$3,789.36
520-1-10	CONCRETE CURB AND GUTTER (TYPE F)	LF	6724	\$17.62	\$118,476.88
520-2-2	CONCRETE CURB AND GUTTER (TYPE B)	LF	54	\$17.75	\$958.50
522-1	CONCRETE SIDEWALK, 4" THICK	SY	3671	\$41.74	\$153,227.54
522-2	CONCRETE SIDEWALK, 6" THICK	SY	784	\$50.81	\$39,835.04
530-3-3	RIPRAP-RUBBLE (BANK & SHORE)	TN	22.9	\$95.56	\$2,188.32
570-1	PERFORMANCE TURF (CONTRACTOR'S OPTION)	SY	10540	\$1.13	\$11,910.20
700-20-11	SIGN SINGLE POST (<12 SF) (F&I)	AS	26	\$322.60	\$8,387.60
700-20-60	SIGN EXISTING (REMOVE) (SINGLE POST)	AS	35	\$33.19	\$1,161.65
ROADWAY TOTAL					\$1,033,121

Exhibit 'A'

PRELIMINARY PROJECT CONSTRUCTION COST

ANCHOR ROAD - SR 436 To Lyman Road (August 2008)

Utility Items					
Pay Item No.	Description	Units	Quantity	Unit Cost	Total
101-1	MOBILIZATION (10% OF UTILITY SUBTOTAL)	LS	1	\$76,215.71	\$76,215.71
102-1	MAINTENANCE OF TRAFFIC (10% OF UTILITY PROJECT)	LS	1	\$69,287.01	\$69,287.01
425-5-1	MANHOLES - ADJUST (UTILITIES)	EA	2	\$687.98	\$1,375.96
425-6	VALVE BOX - ADJUST	EA	4	\$326.65	\$1,306.60
1050-11-223	UTILITY PIPE (F&I) (PVC) (WATER/SEWER) (5.0-7.9")	LF	285	\$71.70	\$20,434.50
1050-11-224	UTILITY PIPE (F&I) (PVC) (WATER/SEWER) (8.0-19.9")	LF	4386	\$73.46	\$322,195.56
1050-11-321	UTILITY PIPE (F&I) (PE) (WATER/SEWER) (0.0-1.9")	LF	88	\$41.75	\$3,674.00
1050-16-001	UTILITY PIPE (R&D) (0-1.9")	LF	25	\$4.65	\$116.25
1050-16-002	UTILITY PIPE (R&D) (2.0"-4.9")	LF	994	\$6.49	\$6,451.06
1050-16-004	UTILITY PIPE (R&D) (8.0-19.9")	LF	1875	\$14.97	\$28,068.75
1055-11-414	UTILITY FITTINGS (F&I) (DI/CI) (ELBOW) (8.0-19.9")	EA	34	\$465.43	\$15,824.62
1055-11-424	UTILITY FITTINGS (F&I) (DI/CI) (TEE) (8.0-19.9")	EA	8	\$702.08	\$5,616.64
1055-11-434	UTILITY FITTINGS(F&I) (DI/CI) (REDUCER) (8.0-19.9")	EA	1	\$526.72	\$526.72
1055-11-444	UTILITY FITTINGS (F&I) (DI/CI) (UNION) (8.0-19.9")	EA	9	\$739.27	\$6,653.43
1055-11-454	UTILITY FITTINGS (F&I) (DI/CI) (CAP/PLUG) (8.0-19.9")	EA	8	\$395.06	\$3,160.48
1055-11-494	UTILITY FITTINGS (F&I) (DI/CI) (SPECIAL-CROSS) (8.0-19.9")	EA	1	\$243.03	\$243.03
1080-11-101	UTILITY FIXTURES (F&I) (0-1.9") (VALVE/METER BOX)	EA	4	\$947.45	\$3,789.80
1080-11-103	UTILITY FIXTURES (F&I) (0-1.9") (TAPPING SADDLE/SLEEVE)	EA	4	\$3,000.00	\$12,000.00
1080-11-104	UTILITY FIXTURES (F&I) (0-1.9") (VALVE ASSEMBLY)	EA	4	\$500.00	\$2,000.00
1080-11-206	UTILITY FIXTURES (F&I) (2.0-4.9") (VAC/AIR ASSEMBLY)	EA	6	\$4,087.18	\$24,523.08
1080-11-304	UTILITY FIXTURES (F&I) (5.0-7.9") (VALVE ASSEMBLY)	EA	3	\$1,203.01	\$3,609.03
1080-11-309	UTILITY FIXTURES (F&I) (5.0-7.9") (MECHANICAL JOINT RESTRAINT)	EA	10	\$750.00	\$7,500.00
1080-11-403	UTILITY FIXTURES (F&I) (8.0-19.9") (TAPPING SADDLE/SLEEVE)	EA	5	\$5,768.35	\$28,841.75
1080-11-404	UTILITY FIXTURES (F&I) (8.0-19.9") (VALVE ASSEMBLY)	EA	20	\$2,244.86	\$44,897.20
1080-11-407	UTILITY FIXTURES (F&I) (8.0-19.9") (LINE STOP ASSEMBLY)	EA	5	\$8,366.89	\$41,834.45
1080-11-409	UTILITY FIXTURES (F&I) (8.0-19.9") (MECHANICAL JOINT RESTRAINT)	EA	51	\$1,000.00	\$51,000.00
1644-113-08	FIRE HYDRANT (F&I) (STANDARD) (TWO HOSE, ONE PUMPER) (6")	EA	14	\$3,953.96	\$55,355.44
1644-900-	FIRE HYDRANT (REMOVE)	EA	2	\$935.85	\$1,871.70
UTILITY SUBTOTAL					\$838,373

TOTAL ESTIMATED PROJECT COST	\$3,427,836
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Exhibit 'B'

Seminole County Project Close Out List

- 1) Subcontractor's / Vendor's Release for each Notice to Owner
- 2) Certificate of Final Inspection
- 3) Consent of Surety to Final Payment
- 4) Contractor's Waiver
- 5) Material and Workmanship
- 6) Certificate of Final Completion
- 7) Contractors Release
- 8) Certificate of Engineer
- 9) Signed and Sealed As-Builts
- 10) Fully executed close out by the City

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of an Extension to a Cost Share Agreement in Conjunction with Contract #SJ456AA Between the St. Johns River Water Management District and Seminole County for the Lake Monroe Restoration - Midway Regional Stormwater Facility Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Mark Flomerfelt, P.E.

EXT: 5709

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Extension to a Cost Share Agreement in conjunction with Contract #SJ456AA between the St. Johns River Water Management District and Seminole County for the Lake Monroe Restoration - Midway Regional Stormwater Facility Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

An existing Cost Share Agreement with the St. Johns River Water Management District related to the Midway Regional Stormwater Facility will expire on November 5, 2008. The proposed eight-month extension, to July 5, 2009, maintains the County's eligibility for reimbursement of construction costs for this project (subledger # 00241701). The time extension offsets delays in starting the construction to allow for additional coordination with State agencies; specifically:

- with Florida Department of Environmental Protection representatives regarding the land lease for the Regional Stormwater Facility and site clean-up activities, and
- with representatives of the Florida Department of Transportation (FDOT) to reduce construction costs by utilizing the excavated fill material from the State Road 415 Embankment Project.

Seminole County modified the project plans to meet the land lease and clean-up requirements, advertised and awarded the Midway Regional Stormwater Facility and the FDOT State Road 415 Projects together for construction. The combined construction of the two (2) projects will save approximately \$2.9 million dollars. Construction is anticipated to begin early this fall and is expected to be completed in the fall of 2009.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Extension to a Cost Share Agreement in conjunction with Contract #SJ456AA between the St. Johns River Water Management District and Seminole County for the Lake Monroe Restoration - Midway Regional Stormwater Facility Project.

ATTACHMENTS:

1. Location Map
2. Extension to Cost Share Agreement -Contract #SJ456AA-Midway Regional Stormwater Facility

Additionally Reviewed By:

- County Attorney Review (Susan Dietrich)
- Budget Review (Fredrik Coulter, Lisa Spriggs)
- Grant Review (Jennifer Bero, Lisa Spriggs)



SCALE 1"=2000'

LAKE MONROE

MONROE CANAL

ST. JOHN'S RIVER

PROJECT AREA

MELCONVILLE AVE.

THOROUGHBRED TRC.

CELERY AVE. (CR 415)

BEARDALL AVE.

SUNNYSIDE PL.

BRISSON AVE.

SPES AVE.

SR 46

SANFORD MUNICIPAL AIRPORT



MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY

LOCATION MAP

FIGURE D-3

Project No. 22001.10

EXTENSION TO COST SHARE AGREEMENT BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND SEMINOLE COUNTY
FOR LAKE MONROE RESTORATION - MIDWAY REGIONAL STORMWATER FACILITY

THIS EXTENSION TO AGREEMENT is made this _____ day of, _____, 2008, by and between the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, Florida 32117, hereinafter referred to as DISTRICT, 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 DISTRICT and COUNTY have heretofore entered into a certain Agreement dated July 5, 2006, for water quality treatment, flood reduction and other stormwater improvements associated with the Lake Monroe Restoration - Midway Regional Stormwater Facility; and

WHEREAS, said Agreement will expire by its terms on November 5, 2008; and

WHEREAS, it is the desire of the parties hereto to extend for eight (8) months, through July 5, 2009, the terms of said Agreement, together with all other covenants and obligations therein contained,

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the parties agree as follows:

1. Notwithstanding anything contained in the Agreement to the contrary:

(a) The term of the Agreement shall be extended for eight (8) month(s), from November 5, 2008 through July 5, 2009, unless terminated sooner as provided for therein.

(b) The provisions set forth in the DISTRICT's Change Order are attached hereto and incorporated herein as Exhibit "A".

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

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

By: [Signature]
KIRBY B. GREEN III
Executive Director

Approved by the Office Of General Counsel
[Signature]
STANLEY J. NIEGO
Senior Assistant General Counsel

Date: 8/6/08



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 its _____, 20____, regular meeting.

County Attorney
SED/sb
07/23/08 8/4/08
P:\Users\Sberrie\Sdietch\Extension Agreement Between Sjrwm & Sc.Doc
Attachment:
Exhibit "A" - District Change Order



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.

CHANGE ORDER

DATE: July 10, 2008

TO: Mark Flomerfelt
Seminole County
177 Bush Loop
Sanford, Florida 32773

FROM: Regina Lovings Morse, Work Order/Project Manager

RE: **CONTRACT/PURCHASE ORDER NUMBER: SJ456AA**

Change Order Number 1 to Work Order Number N/A

CONTRACT NAME: Lake Monroe Restoration - Midway Regional Stormwater Facility

PROJECT NAME: Lake Monroe - Midway Regional Facility

ACCOUNT NUMBER: 60-42-55-6330-8301-04009

CHANGE ORDER IMPACTS: The District entered into a Cost Share Agreement on July 5, 2006 for Lake Monroe Restoration - Midway Regional Stormwater Facility. The request for an eight month time extension of the Cost Share Agreement between the District and Seminole County will not impact any other projects. The Statement of Work shall remain the same. The project area watershed currently drains into lake Monroe, which is included on the Section 303 (d) list of impaired water bodies for nutrients and dissolved oxygen. There are two principle objectives of the project. Objective 1: Provide stormwater treatment to a 22-acre site along Celery Avenue by constructing two to four wet detention ponds to serve as a Regional Stormwater Facility. Objective 2: Retrofit the existing drainage infrastructure in the vicinity of the project area and construct facility to accommodate additional drainage areas for future retrofits and provide treatment for areas without any existing forms of treatment facilities.

JUSTIFICATION FOR EXTENSION (if applicable): The justification for this no cost time extension change order is to offset time delays in starting construction due to; 1) additional coordination with Florida Department of Environmental Protection in the land lease and clean-up activities and 2) coordination with Florida Department of Transportation (FDOT) to reduce construction costs by utilizing the excavated fill material on SR415 embankment project. Seminole County modified project plans to meet the land lease and clean-up requirements and will advertise both the Midway Regional Stormwater Facility project and the FDOT SR415 together for bids. The construction of these two projects together is expected to save over \$3 million dollars. Construction is expected to start in late summer. Construction is expected to require 242 days and be completed by July 5, 2009.

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



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.

SCHEDULE/WORK ORDER AMOUNT IMPACTS:

Extend the completion date from November 5, 2008 to July 5, 2009 (impact on schedule: 242 days)

The completion date of _____ will not be affected by this change order.

The amount will not be affected by this change order.

Approved:
Kirby B. Green III, Executive Director

Date: 7-15-08

Acknowledged:
Seminole County

cc: Procurement Working/Purchasing File
Financial Management

Original Amount.....	\$ 2,200,000.00
Total Additions / Deductions to-date...	\$ 0.00
Amount of this Change	\$ 0.00
Revised Amount	\$ 2,200,000.00

Date: 7/30/08

111207

GOVERNING BOARD

David G. Graham, CHAIRMAN
JACKSONVILLE
Douglas C. Bournique
VERO BEACH

Susan N. Hughes, VICE CHAIRMAN
PONTE VEDRA
Michael Ertel
OVIEDO

Ann T. Moore, SECRETARY
BUNNELL
Hersey "Herky" Huffman
ENTERPRISE

W. Leonard Wood, TREASURER
FERNANDINA BEACH
Arlen N. Jumper
FORT McCOY

Hans G. Tanzler III
JACKSONVILLE



SCALE 1"=2000'

LAKE MONROE

MONROE CANAL

ST. JOHN'S RIVER

PROJECT AREA

MELCONVILLE AVE.

HOROUGHBED TRL.

CELERY AVE. (CR 415)

BEARDALL AVE.

SUMMERHILL AVE.

BRISSON AVE.

SPES AVE.

SR 48

SANFORD MUNICIPAL AIRPORT



MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY

LOCATION MAP

FIGURE D-3

Project No. 22001.10

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adoption of a Resolution and Authorization to Enter into a Local Agency Program Agreement with the Florida Department of Transportation (FDOT FPN: 419690-1-58-01) for the Construction of Fernwood Boulevard Safety Improvements from US Highway 17/92 to Oxford Road

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: David Martin

EXT: 5610

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation relating to reimbursement funding for the construction of the Fernwood Boulevard Safety Improvements (FDOT FPN: 419690-1-58-01).

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

In Fiscal Year 2007/2008, the County's Annual Budget includes \$200,000 for construction of the Fernwood Boulevard Safety Improvements Project (Raised and Lighted Pedestrian Crossing); Capital Improvement Project 00275601. This Local Agency Program (LAP) Agreement between the Florida Department of Transportation (FDOT) and Seminole County will provide the FDOT funding to reimburse construction costs of the Fernwood Boulevard Raised and Lighted Pedestrian Crossing Safety Improvements between US Highway 17/92 and Oxford Road in the amount of \$120,000. Of the \$200,000, the County's local funding portion is \$80,000.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a Resolution and authorize the Chairman to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation relating to reimbursement funding for the construction of the Fernwood Boulevard Safety Improvements (FDOT FPN: 419690-1-58-01).

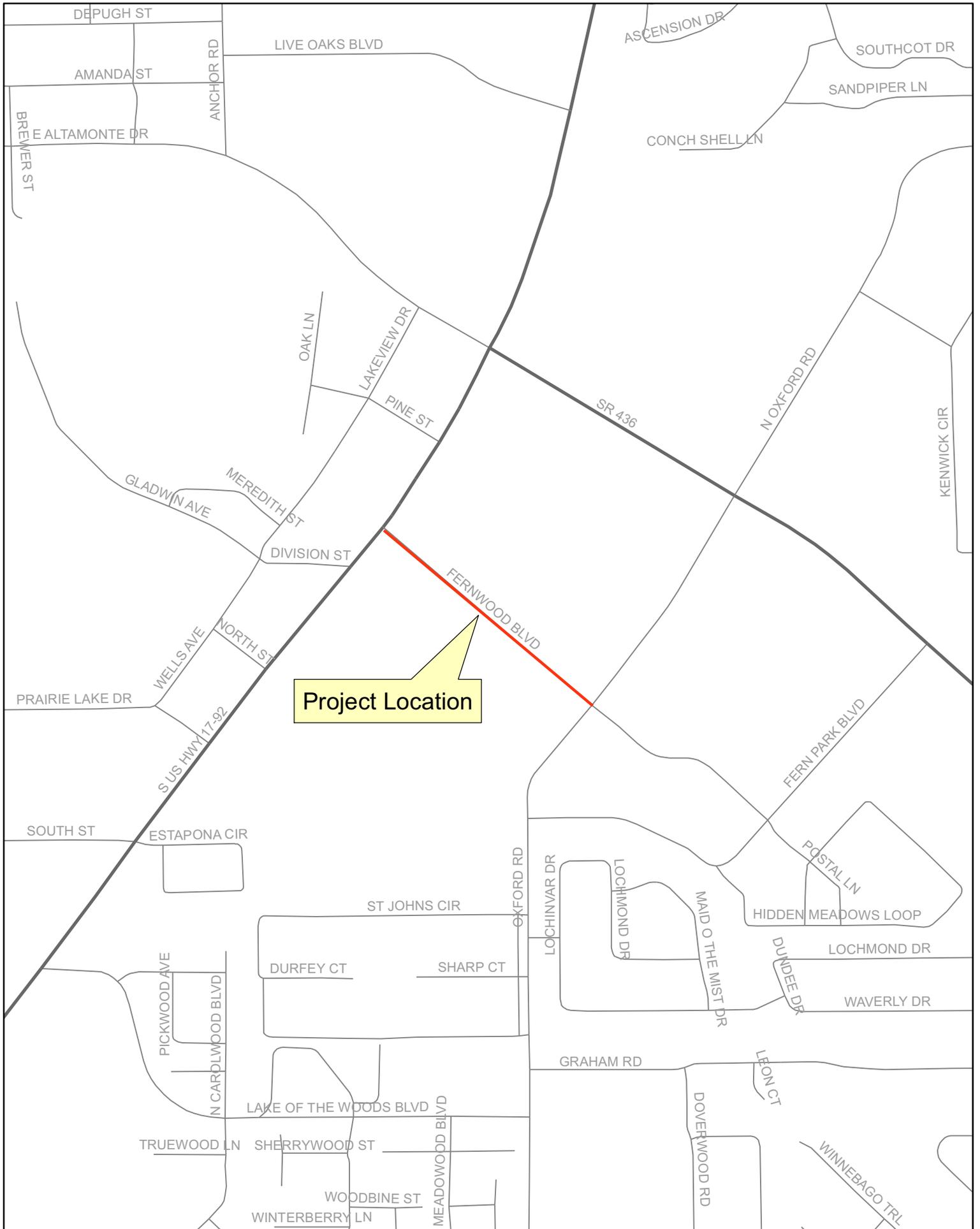
ATTACHMENTS:

1. Location Map
2. Resolution
3. LAP Agreement-Fernwood Boulevard Safety Improvements

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)
- Grant Review (Jennifer Bero, Lisa Spriggs)

Fernwood Boulevard - Raised Pedestrian Crossing Project Location



RESOLUTION NO. 2008 - R - _____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 23rd DAY OF SEPTEMBER, A.D., 2008.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire facilitate the construction of the Fernwood Boulevard Safety Improvements from US Highway 17-92 to Oxford Road.

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 419690-1-58-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Local Agency Program Agreement for the aforementioned project, FPN: 419690-1-58-01.

ADOPTED THIS 23rd DAY OF September, A. D., 2008.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Brenda Carey - Chairman

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>419690-1-58-01</u>	Fund: <u>HSP</u>	FLAIR Approp: <u>088796</u>
Federal No: <u>4043-084-C</u>	Org Code: <u>55054010508</u>	FLAIR Obj: <u>790087</u>
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
FPN: _____	Fund: _____	FLAIR Approp: _____
Federal No: _____	Org Code: _____	FLAIR Obj: _____
County No: <u>77</u>	Contract No: _____	Vendor No: <u>F596-000-856-065</u>

Data Universal Number System (DUNS) No: 80-939-7102
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and SEMINOLE COUNTY, 520 West Lake Mary Blvd., Suite 200, Sanford, Florida 32773 hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in the construction of Fernwood Boulevard safety improvements and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) "A," "B," and "1" are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before July 31, 2009. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 120,000. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

- b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

a) The Department at each of the following address(es):

Marianne B. Takacs, Special Projects Analyst
Florida Department of Transportation
719 South Woodland Boulevard, MS 4-549
DeLand, FL 32720

5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-“Travel” of the Department’s Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit “B” for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

If the Department determines that the performance of the Agency is not satisfactory, the Department shall have the option of (a) immediately terminating this Agreement or (b) suspending this Agreement and notifying the Agency of the deficiency with a requirement that the deficiency be corrected within a specified time; otherwise this Agreement will be terminated at the end of such time. Suspension of this Agreement will not affect the time period for completion of the project.

If the Department requires termination of this Agreement for reasons other than unsatisfactory performance of the Agency, the Department shall notify the Agency of such termination, with instructions as to the effective date of termination or specify the stage of work at which this Agreement is terminated.

If this Agreement is terminated before performance is completed, the Agency shall be paid for the work satisfactorily performed. Payment is to be on the basis of substantiated costs.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable

to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such

contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.08 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

13.09 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.10 Agency Certification: The Agency will certify in writing, prior to project closeout, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's

name, and the project is accepted by the Agency as suitable for the intended purpose.

13.11 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.12 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.13 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.14 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

13.15 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY (Seminole County)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Rise' K. Wall
Title: Director of Transportation Support, District 5

Attest: _____
Title:

Attest: _____
Title: Administrative Assistant

As to form:

As to form:

Attorney

District Attorney

See attached Encumbrance Form for date of funding approval by Comptroller.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, Chairman

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

**LOCAL AGENCY PROGRAM AGREEMENT
Fernwood Boulevard Safety Improvements**

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 419690-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Seminole County, 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773

Dated _____

PROJECT LOCATION:

The project ___ is X is not on the National Highway System.

The project ___ is X is not on the State Highway System.

PROJECT DESCRIPTION:

Construction of a 22-foot wide raised pedestrian crosswalk across the east- and westbound lanes of traffic on Fernwood Boulevard from 450 feet east of US 17/92 to Oxford Road. The project will include the installation of pedestrian warning flashers, sidewalk, drainage, utilities, and ADA access. The project length is approximately 0.194 miles.

SPECIAL CONSIDERATIONS BY AGENCY:

Invoices and Monthly Progress Reports shall be submitted on a quarterly basis to:

Vince Vacchiano, LAP Project Manager
Florida Department of Transportation
719 South Woodland Boulevard, MS 3-506
DeLand, Florida 32720

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A.
- b) Design to be completed by N/A.
- c) Right-of-Way requirements identified and provided to the Department by N/A.
- d) Right-of-Way to be certified by N/A.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PROJECT MANAGEMENT OFFICE
08/06
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EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

- e) Construction contract to be let by N/A .
- f) Construction to be completed by July 31, 2009 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS: Seminole County 520 West Lake Mary Blvd., Suite 200 Sanford, Florida 32773	FPN: 419690-1-58-01
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PROJECT DESCRIPTION

Name: Fernwood Boulevard Safety Improvements Length: ~ 0.194 miles

Termini: from US 17/92 to Oxford Road

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total Planning Cost			
Project Development & Environment (PD&E)			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total PD&E Cost			
Design			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total Design Cost			
Right-of-Way			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total Right-of-Way Cost			
Construction			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	\$ 120,000.00	_____	\$ 120,000.00
2009-2010	_____	_____	_____
Total Construction Cost	\$ 120,000.00		\$ 120,000.00
Construction Engineering and Inspection (CEI)			
2006-2007	_____	_____	_____
2007-2008	_____	_____	_____
2008-2009	_____	_____	_____
Total CEI Cost			
Total Construction and CEI Costs			
TOTAL COST OF THE PROJECT	\$ 120,000.00		\$ 120,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 120,000.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through state Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by State DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Florida Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) Between Seminole County and the University of Central Florida

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Roland Raymundo

EXT: 5715

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) between Seminole County and the University of Central Florida (UCF).

County-wide

Jerry McCollum

BACKGROUND:

On December 20, 2005, as recipient of Innovative Waste Reduction and Recycling Grant IG06-03 from the Florida Department of Environmental Protection (DEP), the Board of County Commissioners approved the original Interlocal Work Agreement with the University of Central Florida (UCF). Seminole County, in partnership with the Stormwater Management Academy of UCF is undertaking development and testing of experimental uses of waste tire chips by incorporating this material into stormwater management systems at three (3) County projects. Installation of the test sites has been completed and UCF requires additional time to collect wet season stormwater runoff samples. The Grant Funding Agreement has already been extended for this additional time. This Agreement provides for a corresponding time extension to the original Work Agreement with UCF, which inadvertently expired on January 1, 2008. The project is fully funded (Sub-ledger #00258301).

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute an Intergovernmental Work Agreement (Innovative Waste Reduction and Recycling Grant) Between Seminole County and the University of Central Florida (UCF).

ATTACHMENTS:

1. Intergovernmental Work Agreement - UCF
2. FDEP Innovative Waste Reduction and Recycling Grant

Additionally Reviewed By:

- County Attorney Review (Arnold Schneider)
- Budget Review (Fredrik Coulter, Lisa Spriggs)
- Grant Review (Jennifer Bero, Lisa Spriggs)

**INTERGOVERNMENTAL WORK AGREEMENT
(INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT)
BETWEEN SEMINOLE COUNTY AND THE
UNIVERSITY OF CENTRAL FLORIDA**

THIS INTERGOVERNMENTAL WORK AGREEMENT is effective as of the ____ 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 the "COUNTY," and the **UNIVERSITY OF CENTRAL FLORIDA**, on behalf of its Board of Trustees, a public body corporate existing and operating under the laws of the State of Florida, with an office at 12201 Research Parkway, Suite 501, Orlando, Florida 32826-3246 hereinafter referred to as "UCF".

W I T N E S S E T H:

WHEREAS, the COUNTY heretofore received a grant from the State of Florida through the Department of Environmental Protection ("DEP") by and through that certain 2005-2006 Innovative Waste Reduction and Recycling Grant Agreement No. IG06-03 approved and executed by the COUNTY on December 28, 2005 (the "Grant Agreement") regarding the use of waste tires in pollution control (the "Project"); and

WHEREAS, the Grant Agreement's time for Project completion has been unilaterally extended by the DEP from April 30, 2007 to December 31, 2008, thus providing the basis to allow continued

grant funding for the Project through the December 31, 2008 extended completion date via implementation of this Agreement; and

WHEREAS, the parties hereto have in good faith continued to perform and adhere to the terms that certain Intergovernmental Work Agreement dated December 28, 2005 by and between the COUNTY and UCF (the "Prior Agreement") which inadvertently expired on January 1, 2008 and wish to continue the Project on a reinstated contractual basis by entering this Agreement; and

WHEREAS, by entering into this Agreement, UCF reaffirms acknowledgment of receipt of a copy of the Grant Agreement, including all attachments thereto;

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

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

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

reference. UCF shall strictly adhere to all of the performance criteria, terms and conditions of Exhibit "A", including particularly full performance and completion of all Project Services therein by December 31, 2008 as a condition of receiving final funding payments from COUNTY.

SECTION 3. TERM The effective date of this Agreement shall be January 1, 2008 and, unless terminated earlier in accordance with the terms hereof, remain in effect until completion of all required Project services and reporting requirements or January 31, 2009, whichever comes first.

SECTION 4. TOTAL COST OF THE SERVICES The parties agree that the total cost of the Project services to be provided by UCF since inception under  the Prior Agreement through completion under this Agreement is TWO HUNDRED THOUSAND and NO/100 DOLLARS (\$200,000.00) as shown on the attached Exhibit "B".

SECTION 5. REPORTS AND BILLINGS

(a) UCF shall provide the COUNTY with the deliverables called for in the Grant Agreement according to the schedule contained therein. Billing shall be on a quarterly basis and shall reflect the percentage of completion of the applicable Project services.

(b) Both parties recognize that UCF continued to provide Project services between the expiration date of the Prior

Agreement and the execution of this Agreement. Accordingly, UCF shall be paid according to the above schedule for all services rendered between from the effective date this Agreement through Project completion including those payments which may be due and owing for satisfactorily completed services rendered under the Prior Agreement.

SECTION 6. FORCE MAJEURE In the event any party hereto is prevented from performing this Agreement in a timely manner due to hurricane, flood, tornado, civil disorder, act of God, or other force majeure, then said party shall not be in default hereunder if it provides prompt notice to the other party; provided, however, that performance shall recommence upon the cessation of such event and  its effects that caused the inability to perform.

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

SECTION 8. PUBLIC RECORDS In accordance with Chapter 119, Florida Statutes, the parties shall retain and allow public access to all documents, papers, letters and other materials which have been made or received in conjunction with this Agreement and the Project, except for records disposed of in compliance with Section 119.041, Florida Statutes. If either party asserts an exemption from disclosure of the contents of

any record, that exemption shall not be binding on the other party unless it receives adequate notice of such exemption from the asserting party.

SECTION 9. RECORDS AND AUDITS UCF shall maintain at its Office of Research, 12201 Research Parkway, Suite 501, Orlando, Florida 32826, the Finance and Accounting Office, 12424 Research Parkway Suite 300, Orlando, Florida 32826-3246, or at the College of Engineering and Computer Science, 4000 Central Florida Boulevard, Building 91, Suite 442, Orlando, Florida 32816, all books, documents, papers and other evidence related to the Services or this Agreement, unless UCF gives notice of the actual location of another site under UCF's control where such records may be accessed by the public. All of UCF's records related to this Agreement shall be maintained for at least five (5) years after the last to occur of the following events: (a) completion of an audit by the COUNTY's auditor; (b) termination of this Agreement, or (c) resolution of any claim or litigation. Upon reasonable notice, UCF will provide proper facilities for inspection and copying of such records. Upon reasonable notice the COUNTY or its duly authorized representative shall have access to audit, examine and copy any of UCF's books, documents, papers and records related to this Agreement. UCF agrees that payments made under this Agreement shall be subject to refund for any amounts overcharged as shown

by a later audit.

SECTION 10. NOTICES

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

For COUNTY:

Jennifer Bero, Grants Administrator
Fiscal Services Department
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771
Phone: 407-665-7125
Fax: 407-665-7956

With a copy to:


Roland Raymundo, Principal Engineer/ Project Manager
Seminole County Department of Public Works, Engineering
Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Phone 407-665-5715
Fax: 407-665-5805

For UCF:

Kim Smith, Contract Manager
University of Central Florida
Office of Research and Commercialization
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246
Phone: 407-823-3062
Fax: 407-823-3299

With a copy to:

Martin Wanielista
College of Engineering and Computer Science
4000 Central Florida Boulevard

Building 91, Suite 442
Orlando, Florida 32816
Phone: 407-823-4144

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

(c) UCF shall deliver invoices as well as deliverables to be provided as specified in the Grant Agreement to the foregoing persons and addresses shown for Seminole County or to such other addressee as the COUNTY may by notice designate for this purpose from time to time.



SECTION 11. INDEMNITY AND ~~INSURANCE~~

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

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

against the other party to this Agreement by reason of any act or omission of the responsible party or its own officers, agents, subcontractors or employees, in the provision of Project services related to this Agreement.

(c) UCF shall not take any action that might violate or cause the COUNTY to violate the terms and conditions of the Grant Agreement and shall indemnify the COUNTY against any claims by the State of Florida that UCF's actions, services or work products fail to meet the requirements or standards of the Grant Agreement. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such party under the laws of the State of Florida, nor as a waiver of sovereign immunity of the COUNTY or UCF beyond the waiver provided for in Section 768.28, Florida Statutes.

(d) Each party shall be responsible for providing its own workers compensation coverage and unemployment compensation as required by law.

SECTION 12. CONFLICT OF INTEREST

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

to ethics in government.

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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT

(a) UCF agrees that it  will not discriminate against any contractor, employee or applicant for employment or work under this Agreement because or on account of race, color, religion, sex, age or national origin and will insure that applicants and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include but not be limited to, the following: retention, award of contracts, employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) UCF agrees that it will comport all of its activities

with the provisions of Chapter 760, Florida Statutes.

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

SECTION 15. TERMINATION

(a) For Convenience. Either party may terminate this Agreement without cause upon thirty (30) days written notice. In the event of such a termination UCF shall be entitled to payment of allowable costs and expenses through the date of termination, including the cancellation costs of any subcontracts, however, in no event shall the amount payable to UCF exceed the amount specified in Section 4 above.

(b) For Cause. Either party may terminate this Agreement for cause upon ten (10) days written notice provided that the party in default has first been given written notice of the cause and at least twenty (20) days opportunity to cure. In such an event the parties may pursue any remedies available at law for breach of contract. In the event that a termination for cause is later determined to have been inappropriate, the termination shall be converted to one for convenience.

SECTION 16. EMPLOYEE STATUS

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

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

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

SECTION 17. NO THIRD PARTY BENEFICIARIES This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, and is not intended to and shall not benefit a third party. No third party shall have any rights hereunder or as a result of this Agreement or any rights to enforce any provisions of this Agreement.

SECTION 18. INTELLECTUAL PROPERTY As used herein, the term "Intellectual Property" means software, negatives, plates, dyes, molds, prints, paintings, artwork, sketches, designs, processes, product names and logos, discoveries, know-how, methods, writings, photographs, etchings, drawings, mechanicals, ideas, concepts, inventions, prototypes, copyrights, copyrightable works, patents, pending patent applications, trademarks/servicemarks, trade secrets or any other work or material or property (both tangible and intangible). "Background Intellectual Property" is Intellectual Property which was in existence prior to the effective date of this Agreement. For the purposes of this Section, the "making" of inventions shall be governed  in accordance with 42 USC 5908 et seq.

Intellectual Property made solely by COUNTY employees under this Agreement will be solely owned by the COUNTY. Intellectual Property made jointly by faculty and staff of both UCF and COUNTY will be owned jointly by UCF and COUNTY, who agree to jointly determine patent filing and licensing responsibilities. Intellectual Property made solely by UCF faculty and staff will be solely owned by UCF. All persons who perform any part of the work under this Agreement and who may be reasonably expected to make inventions or any copyrightable material or other

intellectual property, including screening compounds or materials synthesized, are covered by this Agreement.

Nothing in this Agreement shall circumvent or restrict UCF's pre-existing obligations with the U.S. government pertaining to any kind of Intellectual Property or any copyrightable material or other intellectual property, including but not limited to such pre-existing obligations contained in grants, contracts and other types of Agreements or arrangements between UCF and the U.S. government. These obligations may include granting licenses to the U.S. government for certain Intellectual Property which is being developed.

Notwithstanding any provision to the contrary in the Agreement, UCF shall retain the  right to practice any invention and discovery developed hereunder for its own academic, non-commercial research and teaching purposes.

SECTION 19. CONTINGENT FEES OR CONFLICTING EMPLOYMENT UCF covenants that it has employed and retained only bona fide employees working for UCF to solicit or secure this Agreement. The COUNTY warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working for UCF, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of making this Agreement. The COUNTY shall not be responsible for commissions or other consideration

claimed by any third party.

SECTION 20. GOVERNING LAW This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie only in the Circuit Court of the Eighteenth Judicial Circuit in and for Seminole County, Florida.

SECTION 21. CONSTRUCTION OF AGREEMENT This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, the COUNTY and UCF, have contributed substantially and  materially to the preparation hereof.

SECTION 22. AUTHORITY OF SIGNATORIES AND CONDITIONS PRECEDENT The undersigned persons signing for UCF and COUNTY each represent to the other that they have performed all actions necessary as conditions precedent to enter in to this Agreement and that they have all legal authority necessary to execute this Agreement on behalf their respective parties.

SECTION 23. COUNTERPARTS This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one and the same instrument.

SECTION 24. SEVERABILITY If any provision, term or clause of this Agreement is determined to be invalid or unenforceable it shall be severable from the remaining covenants hereof and the parties intend the remainder to be effective.

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

WITNESSES:

Tamara E. Hurst
Name: TAMARA E. HURST

UNIVERSITY OF CENTRAL FLORIDA

Kim Smith
Name: Kimberly Smith
Title: Contract Manager

8.4.08
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

EXHIBIT A
UCF SERVICES
Waste Tire Use in Pollution Control

County Project Manager
 Name: Roland Raymundo
 Address: Seminole County Public Works
 520 W. Lake Mary Blvd., Suite 200
 Sanford, FL 32773
 Phone: (407) 665-5715 E-mail: rraymundo@seminolecountytl.gov FEID Number: 59-6000856

Task	Activities	Deliverables	Cost	In-Kind	Grant	1H	2H	3H	4H	5H	6H
MOBILIZATION AND WORK ASSIGNMENTS	Identify potential Project Team members and solicit their participation; conduct Project Team meetings and solicit member input	1) List of Project Team members	\$800	\$212.59	\$587.41	X					
LITERATURE REVIEW	Review of past work and on-going work associated with the use of waste tire crumb for pollution control	2) A literature search section of the final report	\$2,750	\$730.77	\$2,019.23	X	X	X	X	X	X
LABORATORY VERIFICATION	Conduct laboratory scale models to document the pollution control effectiveness	3) Feasibility information and sizing data for the final report	\$24,280	\$6,452.03	\$17,827.97		X				
UNIVERSITY CAMPUS FIELD TEST SITE	Scale up of the laboratory results to illustrate operational effectiveness at a near full scale operation	4) Document the construction and operation of a campus site	\$64,900	\$17,246.15	\$47,653.85			X	X		
COST EFFECTIVENESS COMPARISONS	Removal effectiveness and costs will be documented	6) A comparison of efficiencies and costs in the final report	\$16,500	\$4,384.62	\$12,115.38					X	X
PROGRESS REPORTS	On a quarterly basis, a report indicating the status of the project will be generated	7) Electronic and hard copies	\$2,301	\$611.45	\$1,689.55	X	X	X	X	X	
FINAL REPORT	Develop a final report with details of the	8) Electronic and hard copies	\$5,500	\$1,461.57	\$4,038.43						X
Totals			\$117,031	\$31,099.18	\$85,931.82						

Exhibit A Developed for Initial Project/Grant Application.

EXHIBIT B

Salary	\$ 52,872
Fringe 30.5%	\$ 16,126
Expense	\$ 10,109
Outside Services	\$108,636
<u>Travel</u>	<u>\$ 2,733</u>
Total Direct	\$190,476
<u>*5% O.H.</u>	<u>\$ 9,524</u>
Total	\$200,000

*The 5% overhead rate is based on Seminole County being restricted to a 5% rate to FDEP.

Exhibit B Corresponds to Actual Grant Award.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

DEP Agreement No. IG6-03

Grantee

Seminole County
Roland Raymundo
520 West Lake Boulevard
Sanford, Florida 32773

Thank you for your letter dated October 18, 2007, requesting an extension of the County's Innovative Grants Project. Under the circumstances described in your letter, the Department grants the extension requested by the County. The project shall be completed by December 31, 2008, with the final report and invoice due to DEP by January 15, 2009.

Please sign both originals, retain one for your records and forward the other to me at your earliest convenience

As usual, if you have any questions or need additional information, please feel free to contact me.

Below are you new reporting periods.

<u>Reporting Periods</u>	<u>End Date</u>	<u>Report & Payment Request Due</u>
Work Period 1	March 31, 2007	April 15, 2007
Work Period 2	June 30, 2007	July 15, 2007
Work Period 3	September 30, 2007	October 15, 2007
Work Period 4	December 31, 2007	January 15, 2008
Work Period 5	March 31, 2008	April 15, 2008
Work Period 6	June 30, 2008	July 15, 2008
Work Period 7	September 30, 2008	October 15, 2008
Work Period 8	December 31, 2008	FINAL: January 15, 2009

County Representative

Grant Manager

Date: 10-24-07

State of Florida Representative
of Environmental Protection

Grant Manager

Date: 10/18/07



Florida Department of Environmental Protection

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

February 1, 2007

Roland L. Raymundo, P.E.
Seminole County
Roads – Stormwater Division
520 West Lake Mary Blvd. Suite 200
Sanford, FL 32773

Re: *Approval to Extend Innovative Recycling Grant IG06-03*

Dear Mr. Raymundo:

Thank you for your letter dated January 19, 2007, requesting that your grant, IG06-03 be extended from February 1, 2007 to February 1, 2008 due to unforeseen events during construction that have caused delays. You have indicated that there will be no changes to the budget of the project. A progress report and invoice will be due March 1, 2007, June 1, 2007 and September 4, 2007. The project shall be completed by February 1, 2008, with the final report due to DEP by March 1, 2008.

Please sign both originals, retain one for your records and forward the other to me at your earliest convenience.

As usual, if you have any questions or need additional information, please feel free to contact me.

Lisa Bujak,
Grant Manager
Waste Reduction Section
Florida Department of environmental Protection

Roland L. Raymundo, P.E.
Project Manager
Seminole County Public Works Department
Roads – Stormwater Division



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
DEP Agreement No. IG06-03
Change Order No. 001

Colleen M. Castille
Secretary

Grantee

Seminole County
Jennifer Bero
1101 East First Street
Sanford, Florida 32771

This Agreement as entered into on the 28th day of December is hereby revised as follows:
Whereas the Grant Agreement expiration date states April 30, 2007, the date should have been
February 1, 2007.

All other terms and conditions of the Agreement shall remain unchanged.

After signing, please keep one copy for your records and mail the other to Shannan Reynolds,
Department of Environmental Protection, 2600 Blair Stone Road, MS 4570, Tallahassee, Florida
32399

Seminole County


Grant Manager

Date: 03.14.07

State of Florida Department
of Environmental Protection


Grant Manager

Date: 2/27/06

Approved:

Environmental Administrator

Date: _____

2005-2006 INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT AGREEMENT
FOR STATE ASSISTANCE UNDER SECTION 403.7095, FLORIDA STATUTES

PART I - GRANT NOTIFICATION INFORMATION

1. Grant Agreement Number: IG06-03
2. Date of Award: August 9, 2005
3. Grant Title: **INNOVATIVE WASTE REDUCTION AND RECYCLING GRANT**
4. Grant Period: **October 1, 2005 or Execution (whichever is later) – April, 30, 2007**
5. Grant Amount: \$200,000
6. Grantee Match Amount: \$311,381
7. CSFA # and Project Name: 37.050/Innovative Waste Reduction and Recycling Grant
8. Issuing Office:

Florida Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section (MS 4570)
2600 Blair Stone Road
Tallahassee, Florida 32399-2400
(850) 245-8716
9. Grantee(s): **Seminole County**

Address: 177 Bush Loop
Sanford, Florida 32773
10. Grantee Fiscal Year End: 9/30/05
11. Federal Employer Identification Number: 59-6000856
12. Grantee's Representative Authorized to execute Agreement:

Name: Eduardo J. Torres
Title: Principal Engineer
Phone: 407-665-5941
13. Grantee's Grant Manager:

Name: Jennifer Bero
Title: Grants Coordinator
Address: 1101 East First Street
Sanford, Florida 32771
Phone: 407-665-7125
14. Department's Grant Manager:

Name: Lisa Bujak
Title: Environmental Specialist
Address: 2600 Blair Stone Road
MS4570

Tallahassee, Florida 32399
Phone: 850-245-8727

PART II – GRANT CONDITIONS

GENERAL CONDITIONS:

15. The Florida Department of Environmental Protection (hereinafter referred to as the "Department" or "DEP") does hereby enter into an Innovative Waste Reduction and Recycling Grant Agreement with Seminole County (hereinafter referred to as "Grantee" or "Recipient") to conduct the project described in **Attachment A** - Project Work Plan, **Attachment B** - Grant Proposal, and **Attachment C** – Certification by Engineer or Other Qualified Professional, attached hereto and made a part hereof.
16. The method of payment, for the period beginning October 1, 2005 or upon Agreement execution, whichever is later, through **April 30, 2007**, will be on a reimbursement basis for direct costs only. All work must be completed and grant funds expended by **April 30, 2007**.
17. The Grantee shall submit reimbursement requests on a quarterly basis. An original of the reimbursement request, with summaries and appropriate contracts attached, shall be due on the 15th day of the month following the end of the quarterly reporting period. For purposes of this Agreement, the term "quarterly" shall represent the calendar quarters ending March 31st, June 30th, September 30th, and December 31st. Each reimbursement request shall be submitted in detail sufficient for pre-audit and post-audit review. A final reimbursement request must be submitted no later than **April 30, 2007**.
18.
 - A. The Grantee shall submit an original and two copies of **Attachment D** – Payment Request Summary Form, attached hereto and made a part hereof, in conjunction with the required progress report to the DEP Grant Manager. In addition to the summary form, the Grantee must provide from its accounting system, a listing of expenditures charged against this Agreement. The listing shall include, at a minimum, a description of the goods or services purchased, date of the transaction, voucher number, amount paid, and vendor name. Five percent (5%) of each request, up to a maximum of five percent (5%) of the total Grant amount shall be withheld until the final report has been received and accepted by the Department. Reimbursement requests must be signed by the Grantee's designated authorized representative. This should be the same person who signed the Grant Agreement. If there is a change in the authorized representative during the Grant period, the Department must be notified in writing.
 - B. In addition to the requirements in the paragraph above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Grant Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within 30 calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). All bills for amounts due under this Grant Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.dbf.state.fl.us/aadir/reference_guide.

- C. Travel expenses incurred are included in the amount of this Grant and no additional travel expenses will be authorized. Any requests for reimbursement of travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. The travel forms can be found at http://www.dep.state.fl.us/admin/forms/FinAcct_forms.htm.
 - D. Progress reports shall be submitted in conjunction with reimbursement requests and shall clearly describe the activities undertaken during the reporting period, activities anticipated for the next reporting period, problems encountered, problem resolutions, a financial summary of the project (including matching and in-kind services), and any schedule updates. In addition to the progress reports required above, the Grantee shall submit the deliverables specified in **Attachment A – Project Work Plan**. The Grantee shall submit a final project report (as described in paragraph 19, below) no later than thirty (30) days following the completion date of this Agreement. Upon receipt and approval of all deliverables specified herein and an invoice requesting payment, the Department will release all funds retained pursuant to 18.A above.
 - E. The State of Florida's performance and obligation to pay under this Grant Agreement is contingent upon an annual appropriation by the Legislature.
19. The Grantee's final report should be presented in a technical or scientific manner. It should be able to stand on its own so individuals with first time knowledge of the project might understand it. The final report shall be submitted in hardcopy and MS Word or PDF electronic format and include, but not be limited to, the following information:
- A. An introduction briefly describing the project and the contents of the final report. It should also include, but not be limited to, the following:
 - 1. The background of how this project came about.
 - 2. The objectives or goals of the project.
 - 3. What made this project innovative?
 - 4. The proposed audience and date for the formal presentation about the project at an appropriate state or national workshop. Are any published articles in recognized trade journals or professional journals planned?
 - B. The implementation of the project including, but not limited to, the following:
 - 1. What equipment and/or services were purchased and how it was utilized.
 - 2. A description of the various elements or components and a project timeline.
 - 3. Problems encountered during the project and how they were resolved or addressed.
 - C. The project results including, but not limited to, the following:
 - 1. How the objectives or goals were or were not met for this project.
 - 2. How this project demonstrated or utilized advanced technologies or processes, which are not in common use on a statewide basis in jurisdictions of similar size or demographics.
 - 3. How this project lead to greater quantities of recovered materials and/or created a product that is more recyclable and/or marketable.
 - 4. The transferability of the technology or processes realized from this project and how it was or will be applicable to other communities, businesses or individuals.

5. A detailed analysis and discussion of how this project resulted in substantial improvements in recycling program cost effectiveness and efficiency as measured against statewide average costs for the same or similar programs. Include the following:
 - a. Total dollar figures of the various elements or components of the project, including administration, equipment, operations, advertising, education and any other expenses incurred during the project.
 - b. Project expenditures categorized for both the public versus private sectors and the sources of project funding comparing the county (including in-kind services) versus the innovative grant.
 - c. Tipping fees avoided as a result of waste diversion/reduction.
 - d. A cost/benefit ration for the project comparing the cost of project versus the benefits that were achieved. Include any assumptions made in deriving this information. Discussion should include the following:
 1. Avoided material tonnages and space (in cubic yards) at area landfills.
 2. Possible impacts made conserving natural resources.
 3. Cost per capita and per ton of specific material(s) recovered or recycled as part of this project.
 - e. How the project has collected and recycled nontraditional materials, and enhanced their marketability and availability to end markets.

20. The Grantee shall maintain accurate records of all expenditures of Grant funds and shall assure that these records are available at all reasonable times for inspection, review or audit by Department personnel and other personnel authorized by the Department. Records shall be kept for a period of at least 5 years following the end of the Grant period. The Grantee agrees that it will expeditiously initiate and complete the program work for which assistance has been awarded under this Grant Agreement in accordance with all applicable provisions of Florida Statutes and the Florida Administrative Code. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

21. A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E (Special Audit Requirements)**, attached hereto and incorporated herein by reference. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.

- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section ____.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number FSAA_CL2) that can be found under the "Links/Forms" section appearing at the following website:

<http://www.fsaa.state.fl.us/>

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

22. The Department has the right to terminate this Agreement and demand refund of grant funds for non-compliance with the terms of this Agreement. Such action may also result in the Department declaring the Grantee ineligible for further participation in the program until the Grantee complies with the terms of this Agreement.
23. When applicable, the Grantee shall obtain all necessary construction-related permits before initiating construction.
24. A. The Grantee may subcontract work under this Agreement with the prior written consent of the Department's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
- C. The Grantee must comply with the applicable requirements of Section 287.055, F.S., when acquiring professional services (professional engineers, architects, landscape architects, and/or survey and mappers).
- D. The Grantee shall acquire all contractual services and/or commodities utilizing procurement methods comparable to those described in Chapter 287, F.S.
25. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes.

26. Pursuant to section 216.347, Florida Statutes, the Grantee is prohibited from using Grant funds for the purpose of lobbying the Legislature, the judicial branch, or a State Agency.
27. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Grant Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Grant Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
28. The Grantee, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Agreement.
29. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
30. The Grantee covenants that it presently has no interest and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
31. Upon satisfactory completion of this Grant Agreement, the Grantee may retain ownership of the equipment purchased under this Grant Agreement. However, the Grantee shall complete and sign a Property Reporting Form, provided as **Attachment F**, and forward it along with the appropriate invoice to the Department's Grant Manager. The following terms shall apply:
 - A. The Grantee shall have use of the equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
 - B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the equipment in good operating condition.
 - C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in his possession for use in a contractual arrangement with the Department.
 - D. The Grantee shall report the inventory of the equipment, on an annual basis, no later than January 31st for each year this Agreement is in effect.
 - E. The equipment may be leased or loaned to a private business, if necessary for this project. If leased, proceeds received from lease shall be documented and used to offset reimbursement requests made under this Agreement.
 - F. For a period of three years following the completion date of this Grant Agreement, the Grantee shall maintain ownership of all equipment purchased with funds from this Grant, shall list said equipment purchases on its property inventory, and shall assure that said equipment is used exclusively in some recycling capacity in the

State of Florida. Within the above stated three-year period, the Grantee may sell the equipment for fair market value provided that the proceeds of such sale are returned to the Department.

- G. A "release of lien" for any structures built or purchased with grant funds must be provided to the Department with the final report. Any site containing state purchased equipment must provide records disclosure/access to state auditors.
32. A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Grant Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
33. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a Grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.
34. Grantee shall comply with all applicable federal, state and local rules and regulations in conducting the project funded under this Grant Agreement. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Grant Agreement.
35. If the Grantee's project involves environmentally related measurements or data generation, the Grantee shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to out-of-control conditions or malfunctions. All sampling and analyses performed under this Agreement must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code, and the Quality Assurance Requirements, attached hereto and made a part hereof as **Attachment G**.
36. Land acquisition is not authorized under the terms of this Agreement.
37. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Agreement (e.g., specifications, task timeline within current authorized Agreement period, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change, which causes an increase or decrease in the Grantee's cost or time, shall require formal amendment to this Agreement.

36. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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PART III - OFFER AND ACCEPTANCE

The State of Florida, acting by and through the Department of Environmental Protection, hereby offers assistance to Seminole County for all allowable costs incurred up to and not exceeding \$200,000.

STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION:

William W. Hinkley

William W. Hinkley, Chief
Bureau of Solid & Hazardous Waste

8/15/05

Date

Approved as to form and legality:

Chia Nguyen

DEP Program Attorney

8/16/05

Date

In accepting this award and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the Grantee, and (2) the Grantee agrees to the general and special conditions.

BY AND ON BEHALF OF THE GRANTEE:

Carlton Dewley

Signature of Authorized Representative

Name:

Title:

12/28/05

Date

Please return to:

Department of Environmental Protection
Bureau of Solid and Hazardous Waste
Waste Reduction Section - M.S. # 4570
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A	Project Work Plan (2 Pages)
Attachment	B	Grant Proposal (10 Pages)
Attachment	C	Certification by Engineer or Other Qualified Professional (1 Page)
Attachment	D	Payment Request Form (1 Page)
Attachment	E	Special Audit Requirements (5 Pages)
Attachment	F	Property Reporting Form (1 Page)
Attachment	G	Quality Assurance Requirements (9 Pages)

NOTE: Attachment B thru G was purposely omitted to reduce attachment size.

**Seminole County
Waste Tire Use in Pollution Control
FY 04/05 Innovative Recycling Grant Scope of Services**

County Project Manager

Name: Ed Torres
Address: Seminole County Public Works
177 Bush Loop
Sanford, FL 32773
Phone: (407) 665-5941 E-mail: etorres@seminolecountyfl.gov
FEID Number: 59-6000856

Task	Activity	Deliverables	Cost	In-Kind	Grant	Schedule	Q1	Q2	Q3	Q4	
MOBILIZATION AND WORK ASSIGNMENTS	Identify potential Project Team members and solicit their participation; conduct Project Team meetings and solicit member input	1) List of Project Team members	\$800	\$212.59	\$587.41	X					
LITERATURE REVIEW	Review of past work and on-going work associated with the use of waste tire crumb for pollution control	2) A literature search section of the final report	\$2,750	\$730.77	\$2,019.23	X	X	X	X	X	X
LABORATORY VERIFICATION	Conduct laboratory scale models to document the pollution control effectiveness	3) Feasibility information and sizing data for the final report	\$24,280	\$6,452.03	\$17,827.97	X	X				
UNIVERSITY CAMPUS FIELD TEST SITE	Scale up of the laboratory results to illustrate operational effectiveness at a near full scale operation	4) Document the construction and operation of a campus site	\$64,900	\$17,246.15	\$47,653.85	X	X				
SEMINOLE COUNTY DEMONSTRATION SITES	For three sites, construct and place in operation full scale models	5) Initial operating results with locations and costs	\$370,350	\$256,281.82	\$114,068.18	X	X	X	X	X	X
COST EFFECTIVENESS COMPARISONS	Removal effectiveness and costs will be documented	6) A comparison of efficiencies and costs in the final report	\$16,500	\$4,384.62	\$12,115.38	X					X
PROGRESS REPORTS	On a quarterly basis, a report indicating the status of the project will be generated	7) Electronic and hard copies	\$2,301	\$611.45	\$1,689.55	X	X	X	X	X	X

Seminole County
Waste Tire Use in Pollution Control
FY 04/05 Innovative Recycling Grant Scope of Services

Task	Activities	Deliverables	Cost	In-Kind	Grant	10	20	30	40	50	60
FINAL REPORT	Develop a final report with details of the results	8) Electronic and hard copies	\$5,500	\$1,461.57	\$4,038.43						X
DISSEMINATION OF INFORMATION	Seminole County owns and operates its own television station, which will be used to communicate and educate.	9) Materials to educate the general public on the value of the project	\$24,000	\$24,000.00	\$0.00			X	X	X	X
Totals			\$511,381	\$311,381.00	\$200,000.00						

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County and Copperfield Homeowners Association of Seminole County, 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 Copperfield Homeowners Association of Seminole County, Inc.

District 1 Bob Dallari

Melonie C. Barrington

BACKGROUND:

Traffic Engineering has received a request from Copperfield Homeowners Association of Seminole County, Inc. (HOA) to enter into a Signage Agreement for the purpose of installing decorative posts with regulatory signs within their subdivision. The Agreement requires the HOA to pay for any increased costs relating in any way to the non-standard posts, signage and associated structures.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Signage Agreement between Seminole County and Copperfield Homeowners Association of Seminole County, Inc.

ATTACHMENTS:

1. Copperfield HOA Signage Agreement

<p>Additionally Reviewed By:</p> <p><input type="checkbox"/> County Attorney Review (Susan Dietrich)</p>

SEMINOLE COUNTY AND COPPERFIELD
HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY, 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 COPPERFIELD HOMEOWNERS ASSOCIATION OF SEMINOLE COUNTY, INC., a Florida non profit corporation, whose mailing address is c/o Presidential Group South, 135 West Pineview Street, Altamonte Springs Florida 32714, hereinafter referred to as "COPPERFIELD."

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, COPPERFIELD 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 COPPERFIELD subdivision; and

WHEREAS, COPPERFIELD 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, COPPERFIELD 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 COPPERFIELD 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 COPPERFIELD fails to fulfill any of the terms, understandings or covenants of this Agreement.

Section 4. Signage.

(a) COPPERFIELD 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. COPPERFIELD 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 COPPERFIELD 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 COPPERFIELD.

(c) It shall be COPPERFIELD's sole and exclusive obligation to replace lost, stolen, or damaged posts with replacement posts unless COPPERFIELD requests that COUNTY reinstate its standard signage program. Such request by COPPERFIELD shall be in writing and with no less than thirty (30) days' advance written notice.

Section 5. Final Signage Plans and Related Matters.

(a) COPPERFIELD 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 COPPERFIELD, COUNTY's written approval must be obtained.

(b) Signage standards shall be as follows:

(1) COPPERFIELD 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 COPPERFIELD cannot immediately replace its signage, COPPERFIELD 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 COPPERFIELD's signage is downed or damaged, COUNTY shall replace such signage with appropriate standard COUNTY signage. COUNTY shall notify COPPERFIELD as soon as is reasonably possible of the replacement signage. In turn, COPPERFIELD shall advise COUNTY of its standard signage repair/replacement schedule for the restoration of COPPERFIELD signage.

Section 6. Maintenance and Operation. Upon installation of the posts and attachment of the signage, COPPERFIELD shall maintain full responsibility for maintenance and operation of signage subject to the provisions of this Agreement.

Section 7. Level of Maintenance. COPPERFIELD shall maintain the signage in accordance with all COUNTY policies. COPPERFIELD 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. COPPERFIELD 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 COPPERFIELD with the consent of COUNTY.

Section 11. Indemnification. COPPERFIELD 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 COPPERFIELD, its officers, members, contractors, subcontractors, workers, employees, agents, guests, or representatives, respectively. COPPERFIELD further agrees to cause the posts to be covered by such insurance as may be required by COUNTY.

Section 12. Insurance.

(a) COPPERFIELD 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) COPPERFIELD 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. COPPERFIELD 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, COPPERFIELD 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

swritten notice thereof to COUNTY. COUNTY may require a certified copy of such policies to be delivered by COPPERFIELD.

(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, COPPERFIELD shall, as soon as COPPERFIELD 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 COPPERFIELD has replaced the unacceptable insurer with an insurer acceptable to COUNTY, COPPERFIELD 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 COPPERFIELD's liability under the provisions of Section 11.

(g) COPPERFIELD agrees to insert the substance of this Section, including this subsection (g) in all contracts and subcontracts hereunder.

Section 13. Public Records. COPPERFIELD 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 COPPERFIELD 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 COPPERFIELD, including its officers, employees and agents, the partner, agent, contractor, representative or employee of COUNTY for any purpose or in any manner whatsoever. COPPERFIELD 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 COPPERFIELD.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by COPPERFIELD, shall designate in writing and shall advise COPPERFIELD 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) COPPERFIELD shall, at all times, designate or appoint one (1) or more representatives of COPPERFIELD who are authorized to act in behalf of COPPERFIELD 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 COPPERFIELD represent that (s)he is the designated officer or general partner acting for COPPERFIELD; that this document has been revised and duly approved for execution by all necessary officers or 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 COPPERFIELD 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 COPPERFIELD:

Copperfield Homeowners Association of Seminole County, Inc.
c/o Presidential Group South
135 West Pineview Street
Altamonte Springs, Florida 32714

Either party may change, by written notice as provided herein, the address or person for receipt of notice.

Section 20. Compliance with Law. COPPERFIELD 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 23 day of August, 2008.

ATTEST:

Karen Herbert
KAREN HERBERT, Secretary
(CORPORATE SEAL)



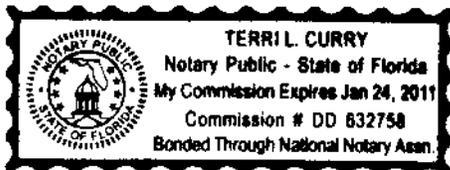
COPPERFIELD HOMEOWNERS
ASSOCIATION OF SEMINOLE
COUNTY, INC.

By: Robert H. Cook
ROBERT H. COOK, President

Date: 8/23/08

STATE OF FLORIDA]
COUNTY OF Seminole]

The foregoing instrument was acknowledged before me this 23 day of August, 2008, by ROBERT H. COOK and KAREN HERBERT, as President and Secretary, respectively, of Copperfield Homeowners Association of Seminole County, Inc. who are personally known to me or who have produced Florida DL as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Copperfield Homeowners Association of Seminole County, Inc.



Terril Curry
Print Name Terril Curry
Notary Public in and for the county
And State aforementioned
My commission expires: Jan 24 2011

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 its _____,
200__, regular meeting.

County Attorney

SED/sb
8/6/08

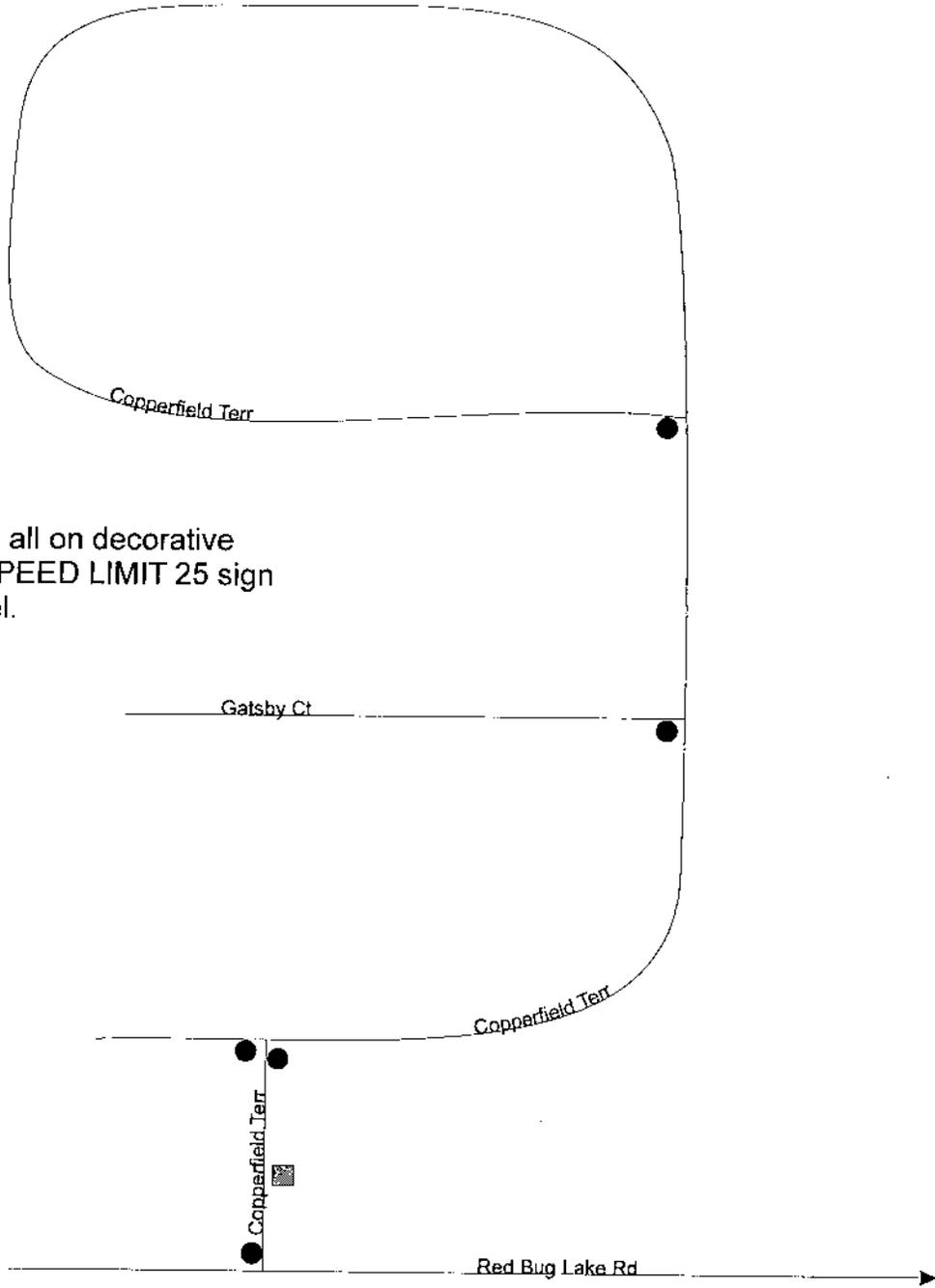
P:\Users\kennedy\My Documents\Public Works\Decorative Sign Agt-Copperfield Hoas.doc

Attachment:

Exhibit "A" - Signage Location Map

Copperfield Homeowners Association
Decorative Post Agreement
8/1/08
District 1

● - Stop Sign
☒ - Speed Limit 25 Sign



Note

The STOP signs are all on decorative post already. The SPEED LIMIT 25 sign is still on a u-channel.

**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 25 & September 2, 2008; and Payroll Approval Lists dated August 21, 2008; Approval of BCC Minutes dated August 26, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

BACKGROUND:

Clerk's Report attached.

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure Approval Lists dated August 25 & September 2, 2008; and Payroll Approval Lists dated August 21, 2008; approval of BCC Minutes dated August 26, 2008; Clerk's "Received and Filed" - for information only.

ATTACHMENTS:

1. Clerk's Report 9-23-08

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 09-23-2008 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists
Approval of BCC Minutes dated August 26, 2008

BACKGROUND:

1. Expenditure Approval Lists dated August 25 & Sept. 2, 2008; and Payroll Approval List dated August 21, 2008
2. BCC Minutes dated August 26, 2008
3. Clerk's "Received and Filed" - for information only

Reviewed by:	_____
Co. Att	_____
OMB	_____
Other	_____
DCM	_____
CM	_____

CLERK'S REPORT
September 23, 2008

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated August 25 & September 2, 2008, and Payroll Approval List dated August 21, 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 26, 2008.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Copy of Executive Order #08-170 from the Office of the Governor re: Tropical Storm Fay.
2. Executive Orders #2008-1 & #2008-2 of Seminole County declaring State of Local Emergency for tropical storm force winds & flooding.
3. Copy of Executive Order #2008-010 of Seminole County imposing emergency waterway restrictions.
4. Notice of Commission Service Hearing from the PSC re: Aqua Utilities Florida.
5. Audit of Contract Award Process from the Clerk of Circuit Court, Maryanne Morse.
6. Bill of Sale and acceptance letter of water & sewer for Pools by Bradley Office.
7. D.O. #08-21500001/Second Amended & Restated Oakmonte Senior Villages (Shiralogo) PUD Developer's Commitment Agreement.

8. Addendum #3 to ZOM Seminole Interstate PUD (Seminole Crossings PUD) Development Commitment Agreement/D.O. #08-21500006.
9. Clerk of Circuit Court of Seminole County FY 2008/2009 Budget.
10. Copy of Memorandum to Denes Balo, Director of Clerk's Finance, from Sandy McCann, Commission Records, dated August 20, 2008, acknowledging receipt of the Clerk of the Circuit Court Budget for FY 2008/2009.
11. Park Contracts for the following: Max Wilkes, Kenneth Rowland, Amanda Mattison, and Steve DeCresie.
12. Right-of-way Utilization Permit Maintenance Bond in the amount of \$7,176.20 for Riverside Terrace.
13. C.O. #4 to CC-0751A-06.
14. IFB-600321-08 Term Contract with Temple, Inc.
15. Amendment #1 to W.O. #6 for M-485-05.
16. W.O. #14 to CC-1741-07.
17. W.O. #14 to PS-5124-02.
18. C.O. #1 to W.O. #20 to CC-1075-06.
19. W.O. #5 & #6 to RFP-4233-04.
20. IFB-600445-08 Contract with Simplex Grinnell, L.P.
21. C.O. #1 to CC-2648-07.
22. C.O. #7 to CC-2143-07.
23. W.O. #13 to CC-1284-06.
24. Amendment #1 to W.O. #4 to PS-5173-04.
25. W.O. #6 to PS-5180-05.

26. W.O. #13 to CC-0012-05.
27. C.O. #1 to CC-1184-06.
28. W.O. #37 to PS-1074-06.
29. Amendment #1 to M-3763-08.
30. M-3750-08 Basic Agreement with East Central Florida Regional Planning Council.
31. RFP-600464-08 Contract with Anixter, Inc.
32. Bids as follows: IFB-600423-08, RFP-600508-08, RFP-600492-08, and CC-3645-08.

**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 Five 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. Closing of the transaction will be conditioned upon receipt of a favorable report on an updated environmental site assessment; a geotechnical report; and the vacation of the Premises by a tenant farmer/rancher.

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.

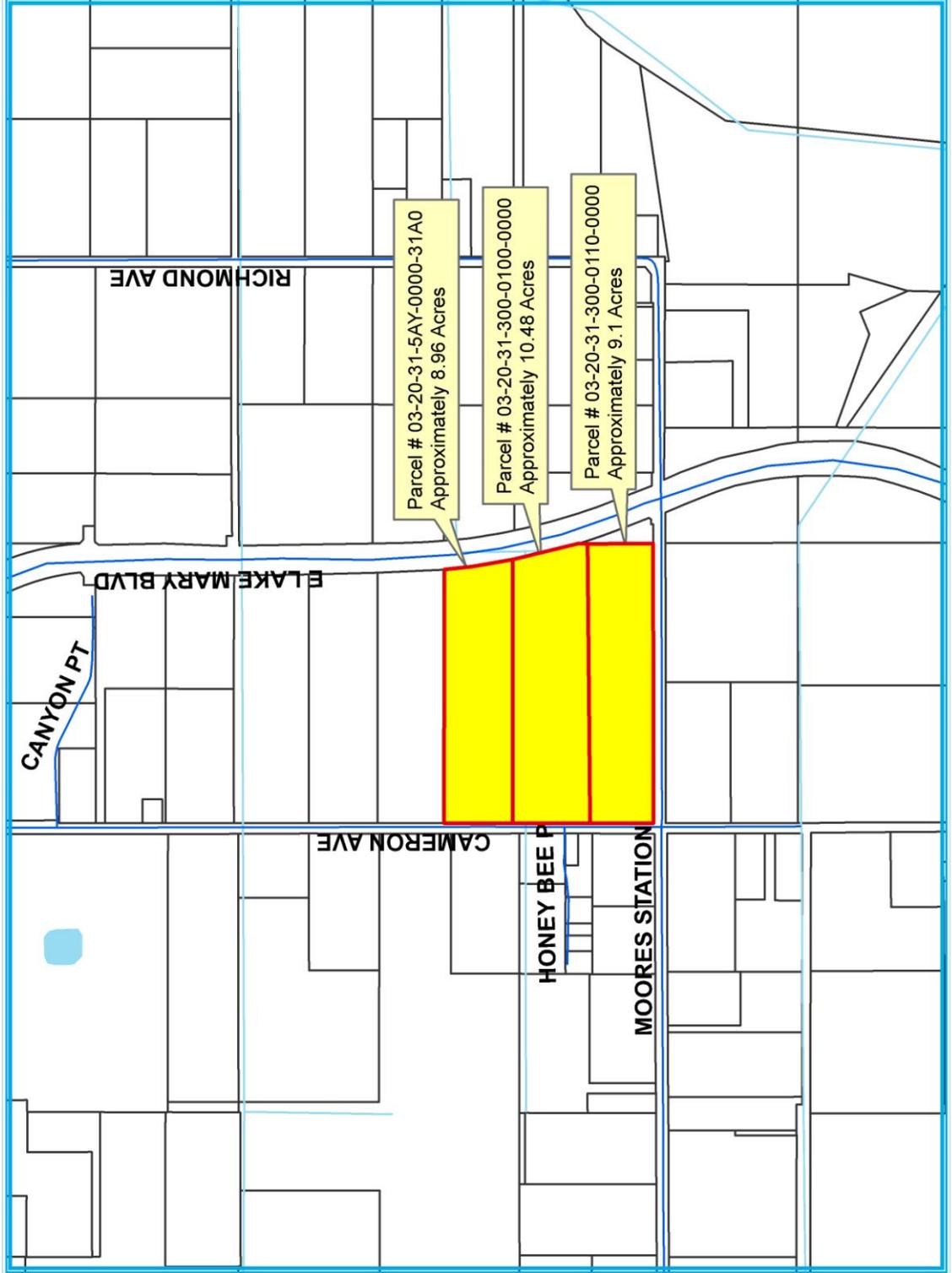
ATTACHMENTS:

1. Maps and Aerials

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

**GIS Map of
28 Acre Property
East Lake Mary Blvd, Sanford**



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Budget Amendment Status Report FY 2007/08**DEPARTMENT:** Fiscal Services**DIVISION:** Budget**AUTHORIZED BY:** Lisa Spriggs**CONTACT:** Lin Polk**EXT:** 7177**MOTION/RECOMMENDATION:**

Information briefing.

County-wide

Lin Polk

BACKGROUND:

Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report of all intra-departmental budget amendments approved (under the administrative authority granted) for the period ending August 31, 2008.

ATTACHMENTS:

1. Budget Transfer Update
2. Infrastructure Sale Tax (2001) Project Contingency
3. Infrastructure Sale Tax (1991) Project Contingency
4. Arterial Impact Fee Project Contingency

Additionally Reviewed By: No additional reviews

**DFS REPORT
FY 2008**

DFS #	Date Approved by County Manager	Fund Name		Division	From Business Unit Name	To Business Unit Name	From (Object Class)		From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
		Department	Fund				To (Object Class)	From Project Name					
08-01 Thru 08-10				Voided									
08-11				Voided									Voided
08-12	10/16/07	Natural Lands/Trails Bond Fund	Leisure Services	Natural Lands	Planning - Trails 32100		Capital Outlay Capital Outlay	Natural Lands/Land		\$ 16,849	(iii)		Managerial Tracking.
08-13				Voided									Voided
08-14				Voided									Voided
08-15	10/23/07	Natural Lands/Trails Bond Fund	Public Works	Engineering	Trails Development 2001		Capital Outlay Capital Outlay	Big Tree Park Trailhead		\$ 50,000	(iii)		Managerial Tracking.
08-16	10/23/07	Infrastructure Sales Tax Fund - 2001	Public Works	Engineering	Engineering - 11541		Capital Outlay Grants & Aids	Red Bug Lake Rd/St RD 436		\$ 7,000,000	(vi)		Accounting adjustment.
08-17	11/08/07	General Fund	Administrative Services	Fleet	Fleet Contract - 00100		Operating Expenditures Capital Equipment			\$ 2,600	(i)		Supplemental funding - equipment.
08-18				Voided						-			Voided
08-19	11/28/07	General Fund	Constitutionals	Sheriff	Sheriff - Operations		Personal Services Capital Outlay			\$ 77,900	(vi)		Accounting adjustment.
08-20				Voided						-			Voided
08-21	11/30/07	General Fund	Leisure Services	Parks & Recreation	Sanlando Park	Red Bug Lake Park	Capital Equipment Capital Equipment			\$ 700	(i)		Change in Allocation.
08-22	12/28/07	Fire Protection Fund	Public Safety	EMS/Fire	Fire Rescue - Operations		Operating Expenditures Grants & Aids			\$ 5,241	(i)		Supplemental funding - CRA
08-23	01/09/08	Infrastructure Sales Tax Fund - 1991	Public Works	Engineering	Engineering		Capital Outlay Capital Outlay			\$ 648,000			
08-24 Thru 08-26				Voided									Voided
08-27	01/29/08	General Fund	Information Technology Services	Development	Business Analysis and Application Development		Operating Expenditures		Modular Walls				
08-28	02/05/08	Self Insurance Fund	Administrative Services	Support Services / Risk	Risk Management/Safety	Support Services / Risk	Capital Outlay Other Uses Operating Expenditures			\$ 8,700	(vi)		Accounting adjustment.
08-29				Voided						\$ 5,999,592	(vi)		Accounting adjustment.
08-30				Voided									Voided
08-31	04/15/08	Information Technology Services	Director's Office	Director's Office			Capital Outlay Capital Outlay	Telephone Refresh	Telephone Refresh	\$ 650,000	(vi)		Accounting adjustment.
08-32				Voided									Voided

Grayed area has been previously reported
* Voided

**DFS REPORT
FY 2008**

DFS #	Date Approved by County Manager	Fund Name		Division	From Business Unit Name		To Business Unit Name		From (Object Class)		From Project Name	To Project Name	Amount	Transfer Type I(3)(b)	Description
		Department	Services		Unit Name	Services	Unit Name	To (Object Class)	Project Name						
08-33				Voided											Voided
08-34	04/16/08	Community Services	Community Assistance	Community Assistance	CDBG Administration	CDBG							\$ 50,443	(ii)	
08-35	04/16/08	Community Services	Community Assistance	Community Assistance	Affordable Housing 06/07	SHIP							\$ 35,370	(ii)	Operational Adjustment
08-36	04/16/08	Community Services	Community Assistance	Community Assistance	Hurricane Housing Recovery Grant	HHRP							\$ 18,100	(ii)	Operational Adjustment
08-37	04/16/08	Community Services	Community Assistance	Community Assistance	Affordable Housing 05/06	SHIP							\$ 22,151	(ii)	Operational Adjustment
08-38	04/15/08	Library Services	Library Services	Library Services	Various	Various							\$ 100,918	(ii)	Operational Adjustment
08-39	04/21/08	General Fund Information Technology Services	Development	Development	GIS								\$ 13,000	(vi)	Accounting adjustment.
08-40	04/21/08	General Fund Leisure Services	Parks & Recreation	Parks & Recreation	Sanlando Park								\$ 6,000	(vi)	Accounting adjustment.
08-41	05/29/08	Fiscal Services	Budget	Budget	Fund Balance Revenue	Intergov Rev & Int.					Revenue		\$ 277,507	(vi)	Accounting adjustment.
08-42				Voided											Voided
08-43	05/06/08	General Fund Leisure Services	Various	Various	Various	Various							\$ 23,500	(vi)	Accounting adjustment.
08-44 revised	05/29/08	MSBU Spring Lake Fiscal Services	MSBU	MSBU	MSBU Spring Lake								\$ 16,500	(vi)	Operational Adjustment
08-45	05/29/08	HOME Program Grant Community Services	Community Assistance	Community Assistance	HOME Program 06/07	Various							\$ 29,046	(vi)	Accounting adjustment.
08-46	05/06/08	EMPA Base Grant Public Safety	Emergency Management	Emergency Management	Emergency Management								\$ 8,940	(vi)	Accounting adjustment.
08-47	05/29/08	Natural Lands/Trails Bond Fund Fiscal Services	Budget	Budget	Reserves - 32100								\$ 560,336	(vi)	Accounting adjustment.
08-48	06/25/08	Hurricane Housing Recovery Community Services	Community Assistance	Community Assistance	Hurricane Housing Recovery Grant								\$ 4,000	(ii)	
08-49	07/07/08	Public Works	Engineering	Engineering	Various	Various							\$ 2,015,630	various	Closing of projects / additional funding for projects (Family)
08-50	05/29/08	Fiscal Services	Budget	Budget	Fund Balance Revenue	Local Grants & Aids							\$ 10,488,144	(vi)	Accounting adjustment.
08-51	06/25/08	Community Services	Community Assistance	Community Assistance	HOME Program 06/07	HOME Program 04/05							\$ 22,474	(ii)	Grant Adjustment
08-52	07/07/08	Public Works Grants & 2001 Sales Tax Public Works	Traffic Engineering Engineering	Traffic Engineering Engineering	Traffic Engineering Grants & ATMS Projects	Engineering & Engineering 11541							\$ 320,000	(vi)	Accounting adjustment.
08-53				Voided											Voided
08-54				Voided											Voided
08-55	06/12/08	System-wide Training Public Safety	Admin	Admin	System-wide Training	Public Safety Donations							\$ 6,519	(vi)	Accounting adjustment.
08-56	06/22/08	Various	Various	Various	Various	Various							\$ 3,224,599	(vi)	Accounting adjustment. (Mid-Year)

**DFS REPORT
FY 2008**

DFS #	Date Approved by County Manager	Fund Name		Division	From Business Unit Name		To Business Unit Name		From (Object Class)			Transfer Type I(3)(b)	Description
		Department			From Business Unit Name	To Business Unit Name	From Project Name	To Project Name	To (Object Class)	Amount			
08-57	07/07/08	Constitutionals		Sheriff	Jail Maintenance	Jail Maintenance			Repairs & Maint CJP			(vi)	Accounting adjustment.
08-58	07/07/08	Public Safety		Grants	USAR MAINTENANCE	HAZARDOUS RESPONSE			Operating			(ii)	Grant Adjustment
08-59	07/07/08	Community Development Block Grant Community Services		Community Assistance	CDBG Administration	CDBG Block Grant			Operating			(ii)	Grant Adjustment
08-60				Voided					Operating				Voided
08-61	07/07/08	General Fund		Library Services	Library Services				Capital Equipment			(vi)	Accounting adjustment.
08-62	07/15/08	Library Services		Support Services	C Mgmt - Parks Capital	Operations - Admin Services			Aid to Private Organizations			(vi)	Accounting adjustment.
08-64	07/28/08	General Fund		Development	Administration	Administration			Land	Jetta Point	Jetta Point	(vi)	Accounting adjustment.
08-63	08/11/08	2001 Infrastructure Public Works		Traffic Engineering	Traffic Engineering	Traffic Engineering			Land			(vi)	Accounting adjustment.
08-65	08/11/08	General Fund		Development	Administration	Administration			Operating	Various	Various	(iii) & (v)	Managerial Tracking. Transfer to contingency.
08-66	08/13/08	General Fund		Fleet & Facilities Management	Facilities	Fleet			Capital Software			(vi)	Accounting adjustment
08-67	08/11/08	2001 Infrastructure Public Works		Traffic Engineering	Traffic Engineering	Traffic Engineering			R&M			(i)	Transfer to cover increased Fuel Costs
08-68	08/11/08	2001 Infrastructure Public Works		Traffic Engineering	Traffic Engineering	Traffic Engineering			Gas/Oil/Lube			(iii) & (v)	Managerial Tracking. Transfer to contingency.
08-69	08/11/08	2001 Infrastructure Public Works		Traffic Engineering	Traffic Engineering	Traffic Engineering			Capital	Various	Various	(iii) & (v)	Managerial Tracking. Transfer to contingency.
08-70	08/21/08	Community Services		Community Assistance	CDBG Administration	CDBG			Capital	Various	Various	(iii) & (v)	Managerial Tracking. Transfer to contingency.
08-71	08/25/08	Community Services		Community Assistance	HHRP	HHRP			Operating			(ii)	Grant Transfer
08-72	08/21/08	General Fund		Development	WebSite	WebSite			Operating	Internet Web Site Redesign	Internet Web Site Redesign	(vi)	Accounting adjustemtn
08-73	08/22/08	Community Services Block Grant		Community Assistance	Community Services Block Grant	Community Services Block Grant			Capital			(ii)	Grant Transfer
									Personal Services			(ii)	Grant Transfer
									Operating			(ii)	Grant Transfer

Infrastructure Sale Tax (2001)
Project Contingency

Beginning Balance

-

BAR/BCR #	Project #	Project Name	
BCR 08-10	00192588	Geneva Area Sidewalk	70,000
DFS 08-28	00205302	SR 434 (Montgomery to I-4)	(10,000)
BCR 08-22	00192596	Upsala Sidewalk	125,000
DFS 08-49	Various	Various	1,618,960
DFS 08-63	00202317	(Plumosa Avenue Railroad Crossing)	76,562
DFS 08-63	00202331	(Seminola Boulevard Truncated Domes)	1,167
DFS 08-63	00202333	(Maitland Avenue Truncated Domes)	4,891
DFS 08-63	00202334	(Howell Branch Road Truncated Domes)	2,516
DFS 08-63	00202337	(County Road 419 Truncated Domes)	4,592
DFS 08-63	00205517	(Howell Branch at Dodd Rd Mast Arms)	4,313
DFS 08-63	00205523	(CR 46A at Rinehart Rd Mast Arms)	282
DFS 08-63	00205536	(Wymore Road at Oranole Mast Arms & Turn Lane)	25,000
DFS 08-63	00205618	(SR 434 at Manor Fiber Optic Upgrade)	26,078
DFS 08-63	00205619	(SR 434 at Sheoah Fiber Optic Upgrade)	5,000

Ending Balance

1,954,361

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Infrastructure Sales Tax (1991)
Project Contingency

Beginning Balance -

BAR/BCR #	Project #	Project Name	
BCR 08-16	00229201	I-4 Pedestrian Bridge Lighting	230,936
DFS 08-49	00006702	CR 427 Phase I	91,749
DFS 08-49	00010401	E. Lake Mary Blvd. Phase I & II	11,862
DFS 08-49	00010702	E. Lake Mary Blvd. Sanford Utilities	27,887

Ending Balance 362,434

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

*Shaded area has been previously reported.

Arterial Impact Fee
Project Contingency

Beginning Balance -

BAR/BCR #	Project #	Project Name	
DFS 08-49	00006702	CR 427 Phase I	78,156

Ending Balance 78,156

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal of the Board of Adjustments decision to deny a special exception request to establish a retail tire service automotive garage in the PUD (Planned Unit Development) zoning district, located at the corner of Red Bug Lake Road and Pine Bluff Place. (Rich Sommer, appellant)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Joy Williams **EXT:** 7399

MOTION/RECOMMENDATION:

1. Reverse the Board of Adjustment decision to deny a special exception request to establish a retail tire service automotive garage in PUD (Planned Unit Development); or
2. Uphold the Board of Adjustment decision to deny a special exception request to establish a retail tire service automotive garage in PUD (Planned Unit Development); or
3. Continue the request to a time and date certain.

District 1 Bob Dallari

Joy Williams

BACKGROUND:

At the July 28th, 2008, regular meeting; the Board of Adjustment denied the the special exception request to establish a retail tire service automotive garage in the Oviedo Marketplace PUD (Planned Unit Development). The Developer's Commitment Agreement for the PUD only allows automotive garages by special exception.

On July 31st, 2008, applicant Rich Sommer appealed the Board of Adjustment's decision to the Board of County Commissioners. The applicant proposes to establish a "Discount Tire" retail tire service automotive garage. The proposed establishment will only provide retail sales and installation of tires and wheels, no other mechanical repairs of any kind will take place on site. All installation of tires and wheels will take place within the building. The proposed hours of operation will be Monday - Friday from 8:00 a.m - 6:00 p.m, Saturday from 8:00 a.m - 5:00 p.m, and closed on Sunday.

Staff Findings:

Staff believes the proposed use would be compatible with the trend of development in the area for the following reasons:

The proposed use as a retail commercial site with no other automotive mechanical repairs being done on site, would be consistent with the trend of retail commercial development in the area.

The hours of operation will be limited, and the requested use would be no more intensive in nature than the other permitted uses listed in the Developers Commitment Agreement, which include, but are not limited to, all permitted uses in the C-1 Retail Commercial District.

STAFF RECOMMENDATION:

Staff Recommendation:

Staff recommends the Board of County Commissioners reverse the Board of Adjustment decision to deny a special exception request to establish a retail tire service automotive garage in PUD (Planned Unit Development).

Staff recommends approval subject based upon the following conditions:

1. The establishment will only provide retail sale and installation of passenger car and light truck tires and wheels.
2. There will be no performance of any other mechanical repairs on site.
3. All work will be performed inside the building.
4. Hours of operation will be Monday – Friday from 8:00 a.m – 6:00 p.m, and Saturday from 8:00 a.m – 5:00 p.m, no business conducted on Sunday.
5. Prior to the issuance of development permits, a site plan that meets all applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee (DRC).

ATTACHMENTS:

1. Notice of Appeal to BCC
2. Staff Report
3. Location Map
4. Reduced Copy of Site Plan
5. Building sketch
6. Property Appraiser Data
7. BOA Meeting Minutes
8. DCA Permitted Uses
9. Letters of Opposition
10. MAP 3rd letter of opposition

Additionally Reviewed By:

County Attorney Review (Melissa Clarke)

DISCOUNT TIRE

20225 NORTH SCOTTSDALE ROAD • SCOTTSDALE, ARIZONA 85255 • (480) 606-6000

July 31, 2008

RECEIVED AUG 04 2008

**Board of County Commissioners
of Seminole County
BOARD OF ADJUSTMENT**
1011 East First Street
Sanford, Florida 32771

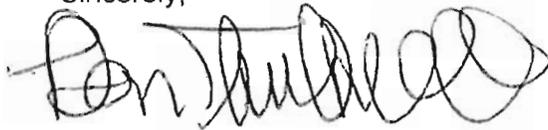
**RE: Discount Tire Service Center
BS 2008-07**

To Whom It May Concern:

We are hereby appealing the Seminole County Board of Adjustment (BOA) decision from the July 28, 2008 hearing regarding the Discount Tire Company Special Exception Request. This appeal is requested on the grounds that Seminole County Planning Staff had recommended this project for approval prior to the hearing. We feel that the paramount issue influencing the BOA's decision was that of compatibility with the surrounding area. It is our intention to show that the requested conditional approval for the tire service center will be compatible with the surrounding uses.

We have enclosed a check in the amount of \$370.00 to cover the fee for the appeal; if you require additional information to grant our request, please let us know. Thank you for your consideration.

Sincerely,



Don Thrailkill

DT:mar
Enclosure

Cc: Mr. Jason Lewis – Kimley Horn and Associates, Inc.
Ms. Joy Williams – Seminole County

**SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM**

SUBJECT: Red Bug Lake Road (Vacant) – Rich Sommer, applicant; Request for a special exception to establish a retail tire service automotive garage “Discount Tire Company” in PUD (Planned Unit Development).

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Kathy Fall **CONTACT:** Joy Williams **EXT:** 7399

Agenda Date 7-28-08 **Regular** **Consent** **Public Hearing – 6:00**

MOTION/RECOMMENDATION:

1. **Approve** the request for special exception to establish a retail tire service automotive garage “Discount Tire Company” in PUD (Planned Unit Development) ; or
2. **Deny** the request for special exception to establish a retail tire service automotive garage “Discount Tire Company” in PUD (Planned Unit Development) ; or
3. **Continue** The request to a time and date certain.

GENERAL INFORMATION	SCI Funeral Serv of Fla Red Bug Lake Road Oviedo, FL 32765	Oviedo Market Place PUD (Planned Unit Development); Conditional uses: Alcoholic beverage establishments, Gasoline stations, Mechanical or automotive garage, Gasoline pumps.
BACKGROUND / REQUEST	<ul style="list-style-type: none"> • The applicant proposes to establish a Discount Tire Company that would provide retail sales and installation of tires and wheels. • The independent retail tire dealer will only provide retail sales and installation of tires and wheels, no mechanical repairs of any kind will take place on site. • All installation of tires and wheels will take place within the building. 	

	<ul style="list-style-type: none"> The proposed hours of operation will be Monday – Friday from 8:00 a.m – 6:00 p.m, Saturday 8:00 a.m – 5:00 p.m, and closed on Sunday. 																								
	<table border="1"> <thead> <tr> <th>DIRECTION</th> <th>EXISTING ZONING</th> <th>EXISTING FLU</th> <th>USE OF PROPERTY</th> </tr> </thead> <tbody> <tr> <td>SITE</td> <td>PUD</td> <td>PD</td> <td>VACANT</td> </tr> <tr> <td>NORTH</td> <td>R-1A</td> <td>LDR</td> <td>SFR</td> </tr> <tr> <td>SOUTH</td> <td>PUD</td> <td>PD</td> <td>Funeral Home</td> </tr> <tr> <td>EAST</td> <td>PUD</td> <td>PD</td> <td>Conservation</td> </tr> <tr> <td>WEST</td> <td>PUD</td> <td>PD</td> <td>Vacant</td> </tr> </tbody> </table>	DIRECTION	EXISTING ZONING	EXISTING FLU	USE OF PROPERTY	SITE	PUD	PD	VACANT	NORTH	R-1A	LDR	SFR	SOUTH	PUD	PD	Funeral Home	EAST	PUD	PD	Conservation	WEST	PUD	PD	Vacant
DIRECTION	EXISTING ZONING	EXISTING FLU	USE OF PROPERTY																						
SITE	PUD	PD	VACANT																						
NORTH	R-1A	LDR	SFR																						
SOUTH	PUD	PD	Funeral Home																						
EAST	PUD	PD	Conservation																						
WEST	PUD	PD	Vacant																						
<p>STANDARDS FOR GRANTING A SPECIAL EXCEPTION; LDC SECTION 30.43(b)(2)</p>	<p>The Board of Adjustment (BOA) shall have the power to hear and decide special exceptions it is specifically authorized to pass under the terms of the Land Development Code upon determination the use requested:</p> <p><u>IS NOT DETRIMENTAL TO THE CHARACTER OF THE AREA OR NEIGHBORHOOD OR INCONSISTENT WITH TRENDS OF DEVELOPMENT IN THE AREA:</u></p> <p>The proposed use would be consistent with the trend of development in the area. The surrounding uses consist of office and retail businesses with a small portion of residential.</p> <p><u>DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON EXISTING TRAFFIC PATTERNS, MOVEMENTS AND VOLUMES:</u></p> <p>Prior to obtaining permits, the site must pass concurrency. A traffic study will be determined at that time. The proposed use will be consistent with the established traffic patterns of the surrounding area.</p> <p><u>IS CONSISTENT WITH THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN:</u></p> <p>The Seminole County Vision 2020 Comprehensive Plan describes the Planned Development (PD) future land use as providing a variety of land uses and intensities while maintaining compatibility with the surrounding areas.</p> <p><u>MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:</u></p>																								

	<p>The site is required to go through full site plan review and meet all requirements per the PUD Developer's Commitment Agreement and any additional requirements of the Land Development Code.</p> <p><u>WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:</u></p> <p>Within the PUD commitment agreement; mechanical / automotive garages are conditional uses. The proposed use of this site as a retail tire sales and installation establishment demonstrates consistency with the retail trend of nearby and adjacent development in the area.</p>
<p>STANDARDS FOR GRANTING A SPECIAL EXCEPTION; LDC SECTION 30.43</p>	<p>The BOA may permit any of the conditional uses listed in the PUD Developers Commitment Agreement upon making findings of fact, in addition to those required by section 30.43(b)(2) of the Land Development Code, that the use:</p> <p><u>IS CONSISTENT WITH THE GENERAL ZONING PLAN OF THE PUD (PLANNED UNIT DEVELOPMENT):</u></p> <p>The Oviedo Market Place Planned Unit Development Developers Commitment Agreement allows for mechanical / automotive garages as a conditional use.</p> <p><u>IS NOT HIGHLY INTENSIVE IN NATURE:</u></p> <p>The hours of operation will be limited, and the requested use would be no more intensive in nature than the surrounding retail uses.</p> <p><u>HAS ACCESS TO AN ADEQUATE LEVEL OF URBAN SERVICES SUCH AS SEWER, WATER, POLICE, SCHOOLS AND RELATED SERVICES:</u></p> <p>The property is located in the Southeast Service Area in which water and sewer will be provided by Seminole County utilities. Capacity availability for the proposed improvements will be determined at concurrency. Other county services, including emergency services and garbage disposal, are also available to the site.</p>
<p>STAFF FINDINGS</p>	<p>Staff believes the proposed use would be compatible with the trend of development in the area for the following reasons:</p> <ul style="list-style-type: none">• The use is consistent with the adjacent retail/commercial uses of the surrounding area and would not be detrimental to the character of the area.

	would not be detrimental to the character of the area.
STAFF RECOMMENDATION	Staff recommends approval subject based upon the following conditions: <ol style="list-style-type: none">1. The establishment will provide retail sale and installation of passenger car and light truck tires wheels.2. There will be no performance of any mechanical repairs on site.3. All work will be performed inside the building.4. Hours of operation will be Monday – Friday from 8:00 a.m – 6:00 p.m, and Saturday from 8:00 a.m – 5:00 p.m, no business conducted on Sunday.5. Prior to the issuance of development permits, a site plan that meets all applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee (DRC).

Fee: \$370.00

RECEIVED JUN 27 2008

Application # B5 2008-07
Meeting Date 7-28-08



SPECIAL EXCEPTION APPLICATION
SEMINOLE COUNTY PLANNING DIVISION
1101 East First Street Sanford FL 32771 (407) 665-7444

COPY

PROPERTY OWNER / APPLICANT *(if you are not the owner please provide a letter of authorization from the owner)*

Name: Rich Sommer, Assistant Vice President, Discount Tire Company, Inc.

Address: 20225 North Scottsdale Road City: Scottsdale, AZ Zip code: 85255

Project Address: 7565 Red Bug Lake Road City: Oviedo, FL Zip code: 32765

Phone number(s): (480) 606-5781

Email address: _____

What is this request for?

- Church
- Daycare
- School
- Group Home
- Assisted Living Facility (ALF)
- Kennel
- Riding Stable
- Alcoholic Beverage Establishment
- Communication Tower
- Other: Mechanical/Automotive Garage (Tire Service Center)

Is the property available for inspection without an appointment? Yes No

What is the current use of the property? Vacant

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless the required **pre-application conference** has been held and all of the required information in the Special Exception application and submittal checklist is provided to the Planning Division.

Signed: [Signature]

FOR OFFICE USE ONLY

Date Submitted: _____ Reviewed By: Joy Williams

Tax parcel number: 20-51-31-5ME-0000-0060 Zoning/FLU PUD / Ad

Legally created parcel (1971 tax roll, 5-acre dev, lot split) Platted Lot (check easements on lots / in dedication)

Lot size _____ Meets minimum size and width

Past approval # _____ Application and checklist complete

Notes: _____

SPECIAL EXCEPTION SUBMITTAL CHECKLIST

<p>A Special Exception is approved to a detailed conceptual site plan. Following approval of the Special Exception by the Board of Adjustment a final engineered site plan is required to be submitted to Development Review. <u>View Site Plan Review information.</u></p>	
	<p>1. Completed application.</p>
	<p>2. Provide a statement of the request including a summary of the business operation. Include information such as: square footage of facilities; hours of operation; seating capacity; number of clients, or students; number of staff and how many shifts; and address any other site concerns that may impact adjacent properties.</p>
	<p>3. Owner's authorization letter (if needed). <i>This form can be obtained online.</i></p>
	<p>4. A Special Exception is approved to a detailed conceptual site plan and should include, at minimum, the following information:</p>
	<ul style="list-style-type: none"> o Size and dimensions of the parcel
	<ul style="list-style-type: none"> o Location of wetland and/or flood plain line, if applicable
	<ul style="list-style-type: none"> o Location and names of all abutting streets
	<ul style="list-style-type: none"> o Location of driveways
	<ul style="list-style-type: none"> o Identification of available utilities <i>(ex: water, sewer, well or septic)</i>
	<ul style="list-style-type: none"> o Location, size and type of any septic systems, drainfield and wells
	<ul style="list-style-type: none"> o Location of all easements
	<ul style="list-style-type: none"> o Existing and/or proposed buildings, structures and improvements <i>(Label existing, label proposed, and include square footage and dimension of each)</i>
	<ul style="list-style-type: none"> o Building height
	<ul style="list-style-type: none"> o Setbacks from each building to the property lines
	<ul style="list-style-type: none"> o Proposed fences
	<ul style="list-style-type: none"> o Location and size of buffers: show existing and proposed landscaping, fences and walls
	<ul style="list-style-type: none"> o Location, number and size of existing and proposed parking spaces
	<ul style="list-style-type: none"> o Location of existing and proposed outdoor lighting
	<ul style="list-style-type: none"> o Location of existing and proposed signage
	<ul style="list-style-type: none"> o Location of fire lanes
	<p>5. Provide an 8 ½ x 11 reduction of the site plan.</p>

DISCOUNT TIRE

20225 NORTH SCOTTSDALE ROAD • SCOTTSDALE, ARIZONA 85255 • (480) 606-6000

June 18, 2008

To Whom It May Concern:

Discount Tire is working to establish a new location in your city at 7565 Red Bug Lake Rd, Oviedo. We believe that our business will be a valuable asset to the community. Discount Tire Co. is the most successful, largest and fastest growing independent retail tire dealer in the United States. We have a passion to serve our customers, provide valuable services to the community and create employment opportunities.

Retail sale and installation of passenger car and light truck tires and wheels is our only business. We do not perform any mechanical repairs or handle any hazardous wastes such as antifreeze and oil. All our work is performed within the building in a safe, clean environment. Discount Tire Co. provides this customer experience in facilities that are clean, modern and efficient. We have a regional department that diligently maintains our buildings, interior and exterior.

Discount Tire Co will have 5 staff members on site at a time, hours of operation are Monday through Friday, 8:00am to 6:00pm, and Saturday, 8:00am through 5:00pm, closed on Sunday. We pride ourselves in being very customer oriented and providing fast service in a pleasant retail environment.

Please contact me at (480) 606-5781 if you have any questions regarding this proposed site.

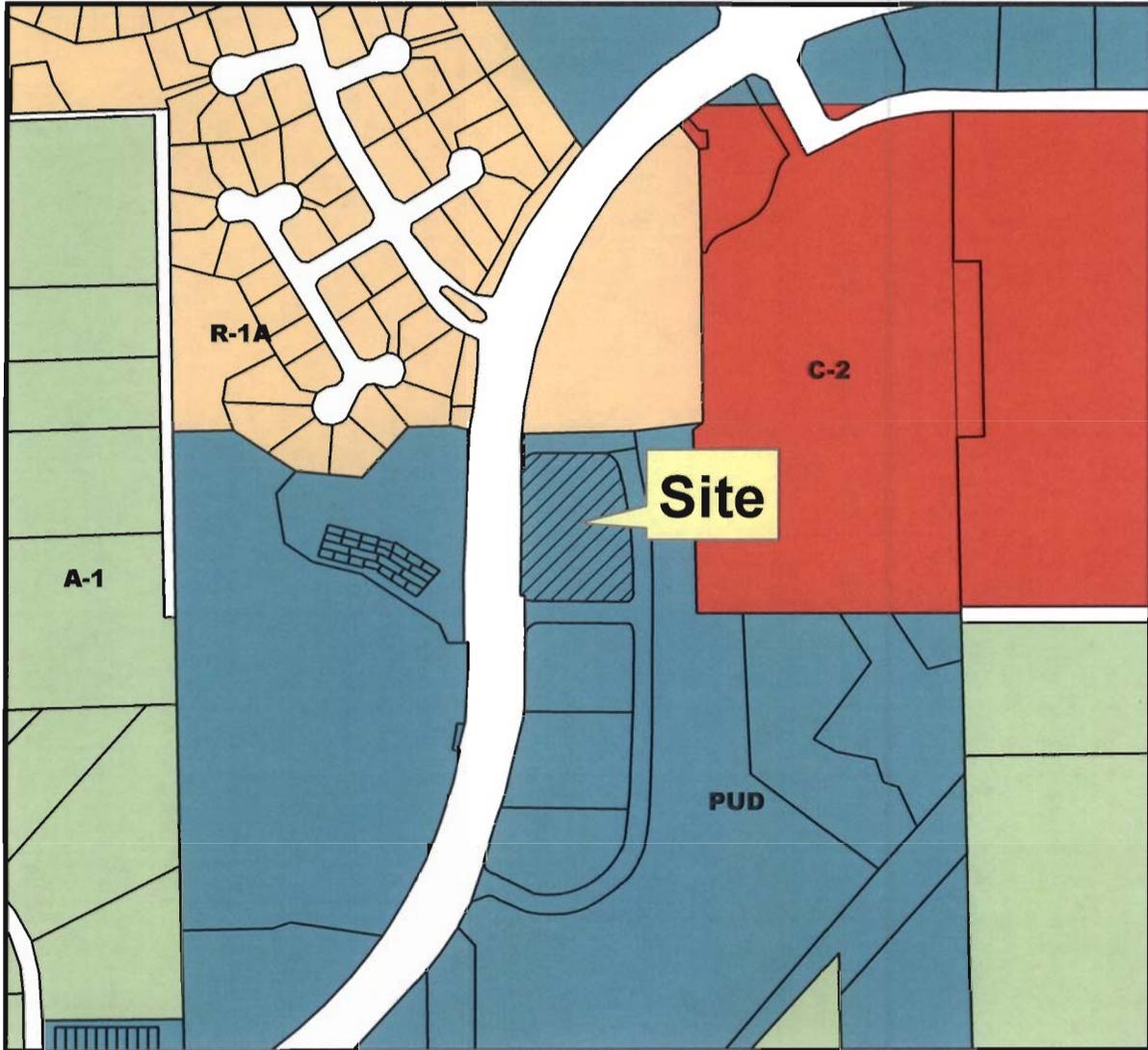
Respectfully,



Don Thrailkill
Assistant Vice President

da/DT

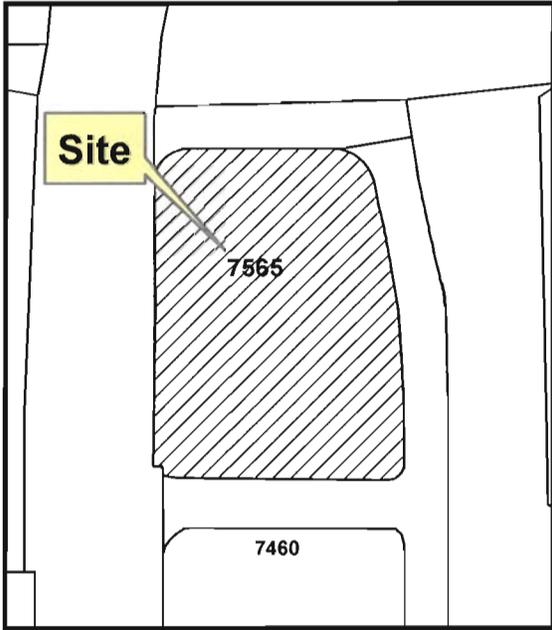
Discount Tire Company, Inc
7565 Red Bug Lake Road
Oviedo, Florida 32765



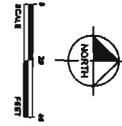
Seminole County Board of Adjustment
September 23, 2008
Case: BS2008-07 (Map 3212, Grid A2)
Parcel No: 20-21-31-5ME-0000-0060

Zoning

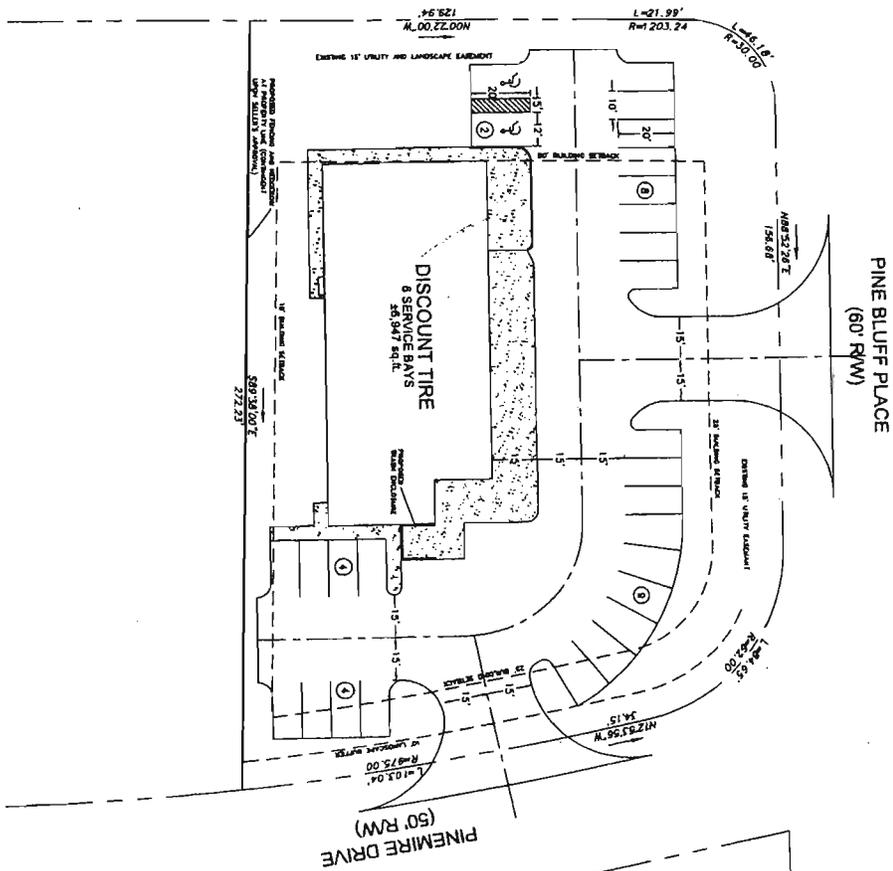
- BS2008-07 (hatched)
- A-1 (green)
- R-1A (orange)
- C-2 (red)
- PUD (blue)



This document, together with the proposals and design presented herein, is an instrument of service, to be taken into effect by the client, and is intended to be a final and complete agreement between the client and the engineer. It is the client's responsibility to ensure that the information provided to the engineer is accurate and complete. The engineer and its associated firms shall not be held liable for any errors or omissions in this document without written authorization and approval by the engineer and its associated firms.



RED BUG LAKE ROAD
6-LANE DIVIDED HIGHWAY
(134' R/W)

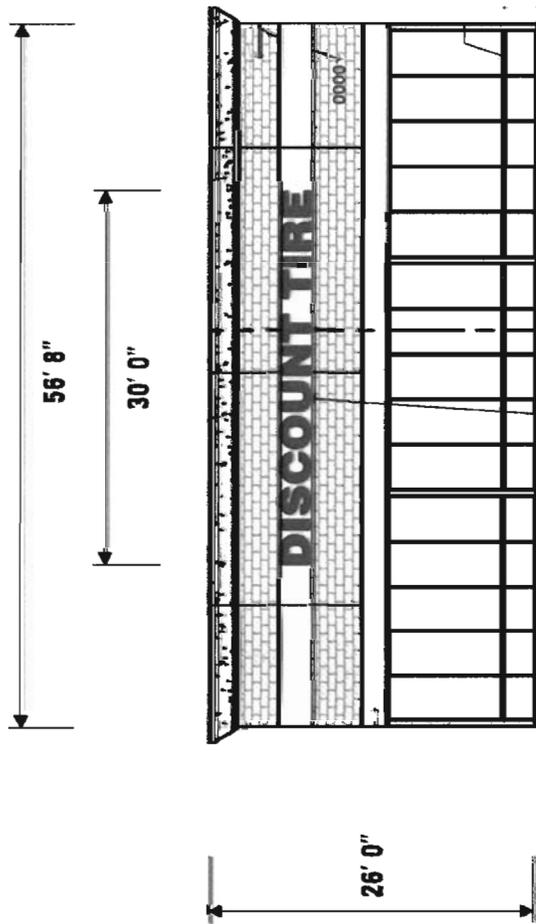


- NOTES:**
1. THE PLAN IS FOR CONCEPT AND SUBJECT TO ALL CITY AND COUNTY ORDINANCES AND REGULATIONS.
 2. THE DISCOUNT TIRE STORE IS TO BE BUILT ON THE EAST SIDE OF THE LOT.
 3. THE DISCOUNT TIRE STORE IS TO BE BUILT ON THE EAST SIDE OF THE LOT.
 4. THE DISCOUNT TIRE STORE IS TO BE BUILT ON THE EAST SIDE OF THE LOT.
 5. THE DISCOUNT TIRE STORE IS TO BE BUILT ON THE EAST SIDE OF THE LOT.

SITE DATA:
 1. LOT AREA: 100,000 SQ. FT.
 2. LOT DIMENSIONS: 100' X 1000'
 3. LOT ZONING: R-10
 4. LOT COORDINATES: 100,000, 1000, 1000, 1000

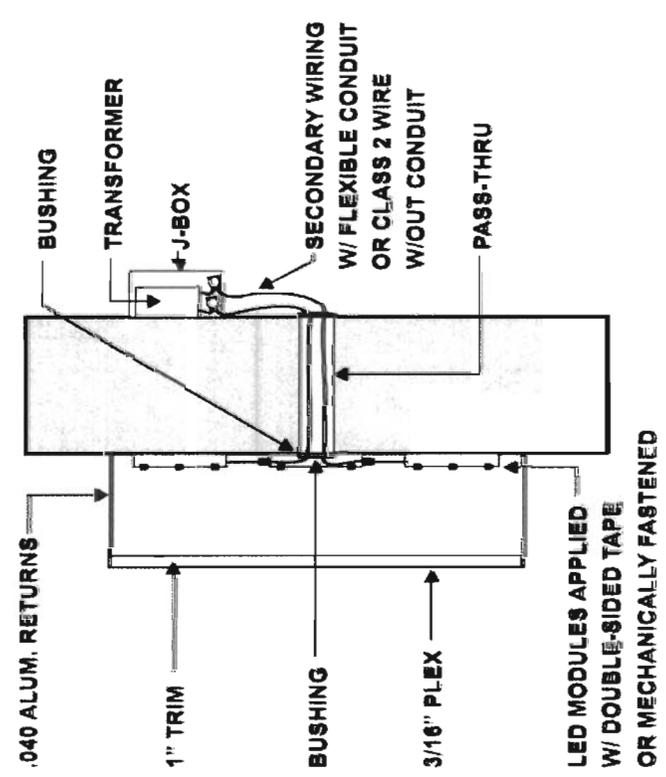
PLANNING DATA:
 1. 1 BAY PER SERVICE BAY (18 BAYS)
 2. 1 BAY PER SERVICE BAY (18 BAYS)
 3. 1 BAY PER SERVICE BAY (18 BAYS)
 4. 1 BAY PER SERVICE BAY (18 BAYS)

DISCOUNT TIRE SEMINOLE COUNTY FLORIDA	CONCEPT A	SCALE AS NOTED	DESIGNED BY JLF	CHECKED BY JLF	DATE:	Kirtley-Horn and Associates, Inc. 2000 KIRKLEY-HORN AND ASSOCIATES, INC. 3675 HERRINGTON BLVD. LAKELAND, FL 33807 PHONE: 888-761-8262 FAX: 888-761-8262 WWW.KIRKLEY-HORN.COM CA 000888	NO.	REVISIONS	DATE	BY
		DRAWN BY M.F.	FLORIDA REGISTRATION NUMBER: 62572	CHECKED BY JLF	DATE:		NO.	REVISIONS	DATE	BY



SOUTH ELEVATION SCALE: 1/16" = 1' 0"

NOTES:
 RED CHANNEL LTRS - FACES 3/16" #2157 RED PLEX
 W/ 1" RED JEWELITE TRIM, RETURNS 5" x .040
 ALUMINUM PAINTED RED TO MATCH, BACKS .063
 ALUMINUM, INTERIOR OF LTRS PAINTED WHITE,
 DOUBLE STROKE 12 VOLT RED LED & W/ 12 VOLT
 ADVANCE POWER SUPPLIES



THIS DESIGN AND ENGINEERING IS SUBMITTED AS OUR PROPOSAL, AND THE RIGHT TO USE AND REPRODUCE OR EXHIBIT IN ANY FORM, IS NOT AUTHORIZED WITHOUT WRITTEN PERMISSION BY US SIGNS

Created exclusively for: **DISCOUNT TIRE**
 Address: **N BELT DRIVE & SAM HOUSTON TOLLWAY**
 City: _____ State: _____
 Sign Location: **STOREFRONT**
 Account Rep.: **GLORIA BAKER** Date _____
 Client's Approval: _____ Date _____
 Landlord's Approval: _____ Date _____
 Design No.: _____ Sheet No. _____
US32588
 Date: **10/30/07** Rev. Date _____
 Designer: _____ Scale: _____
SPH **NOTED**
 PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED AND CONNECTED BY CLIENT.

ES SIGNS
 Corporate Office
 1800 Bering, Ste. 200
 Houston, TX 77067
 713-977-7900
 FAX: 713-977-7903
 Dallas Regional Office
 2220 San Jacinto Blvd.
 Denton, TX 76205
 940-380-9153
 FAX: 940-380-9395
 Austin Regional Office
 1117 Brinkley Dr.
 Cedar Park, TX 78613
 512-828-0006
 FAX: 512-828-1209
 Buffalo Regional Office
 25 Northpointe Parkway
 Amherst, NY 14228
 716-831-7000
 FAX 716-831-1778

The purchaser agrees to hold the seller harmless against any cause for action for damages which may occur as a result of drilling for piers and foundations, including but not limited to sewer, gas lines or any underground obstacles which the purchaser or others may deem valuable.

Created exclusively for:
DISCOUNT TIRE

Address:
N BELT DRIVE & SAM HOUSTON TOLLWAY

City:

State:

Sign Location:
STOREFRONT

Account Rep.:
GLORIA BAKER

Client's Approval: _____ Date _____

Landlord's Approval: _____ Date _____

Design No.:
US32590

Date:
10/30/07

Designer:
SPH

Sheet No.: _____

Rev. Date _____

Scale: **NOTED**

PRIMARY WIRING OF ADEQUATE VOLTAGE AND CIRCUITS TO SIGN FURNISHED AND CONNECTED BY CLIENT.



Corporate Office
 1800 Bering, Ste. 200
 Houston, TX 77067
 713-877-7900
 FAX: 713-877-7903

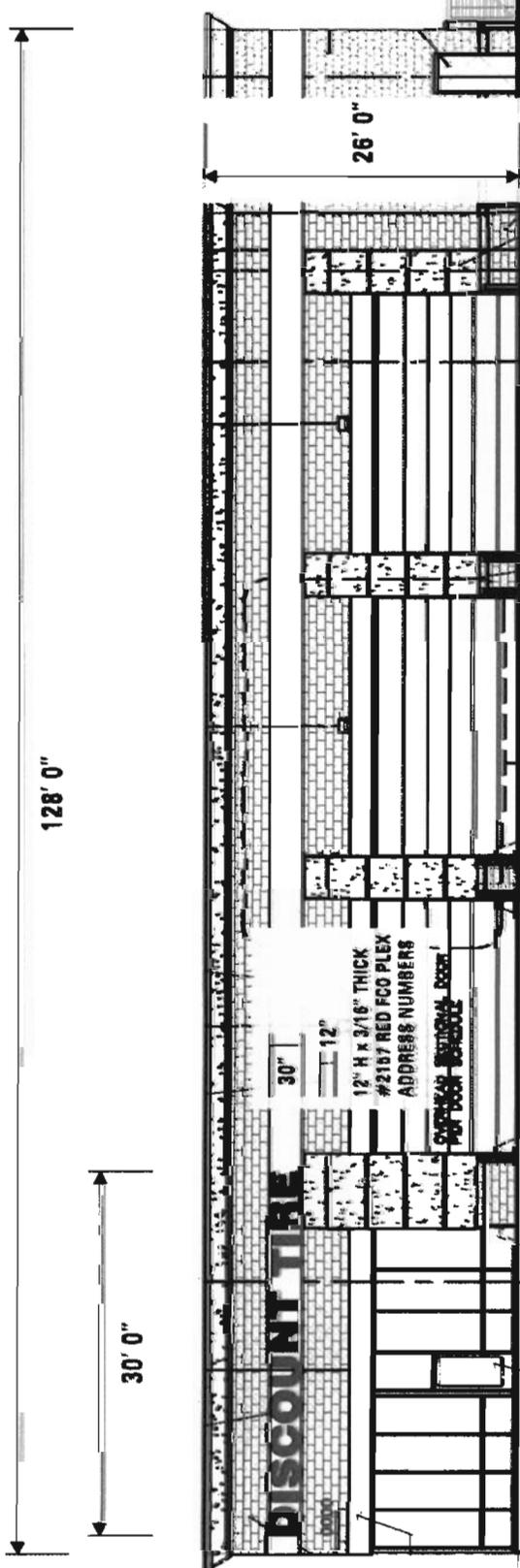
Dallas Regional Office
 2220 San Jacinto Blvd.
 Denton, TX 76205
 940-380-8153
 FAX: 940-380-9385

Austin Regional Office
 1117 Brinkley Dr.
 Cedar Park, TX 78613
 812-828-0066
 FAX: 812-828-1208

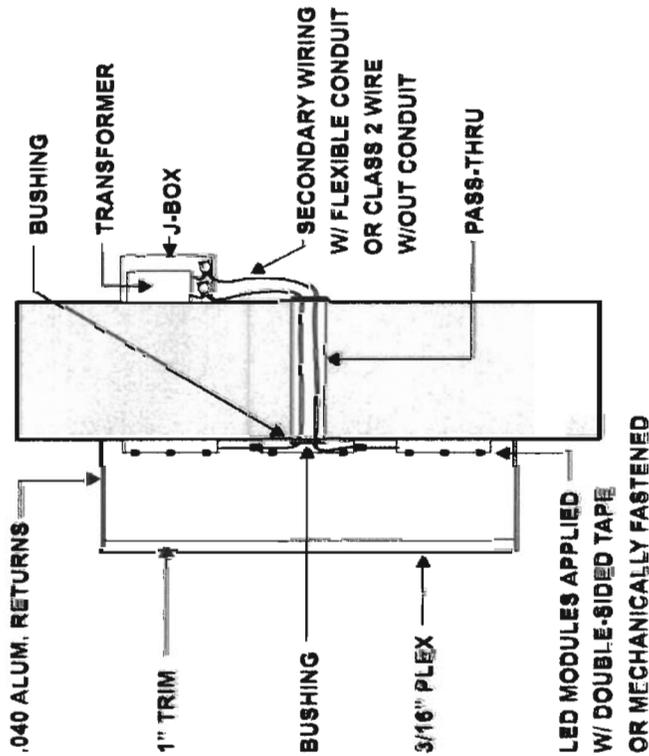
Buffalo Regional Office
 25 Northpointe Parkway
 Amherst, NY 14228
 716-831-7000
 FAX: 716-831-1778

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EAST ELEVATION SCALE: 1/16" = 1' 0"



NOTES:
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 ALUMINUM, INTERIOR OF LTRS PAINTED WHITE,
 DOUBLE STROKE 12 VOLT RED LEDS W/ 12 VOLT
 ADVANCE POWER SUPPLIES



Personal Property

<p>PARCEL DETAIL</p> <p>DAVID JOHNSON, CFA, ASA</p> <p>PROPERTY APPRAISER</p> <p>SEMINOLE COUNTY FL</p> <p>1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508</p>		
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<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 20-21-31-5ME-0000-0060 Owner: SCI FUNERAL SERV OF FLA INC Own/Addr: 8TH FLOOR #2920 PROPERTY TAX Mailing Address: 1929 ALLEN PKWY City,State,ZipCode: HOUSTON TX 77019 Property Address: 7565 RED BUG LAKE RD Facility Name: Tax District: 02-COUNTY-DOVERA Exemptions: Dor: 76-MORTUARIES/CEMETERIE</p>	<p>2008 WORKING VALUE SUMMARY Amendment 1 impact not reflected.</p> <p>Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$617,208 Depreciated EXFT Value: \$25,216 Land Value (Market): \$709,509 Land Value Ag: \$0 Just/Market Value: \$1,351,933 Assessed Value (SOH): \$1,351,933 Exempt Value: \$0 Taxable Value: \$1,351,933</p> <p style="text-align: center;">Tax Estimator Portability Calculator</p>
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<p style="text-align: center;">SALES</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>SPECIAL WARRANTY DEED</td> <td>08/1994</td> <td>02815</td> <td>0546</td> <td>\$705,000</td> <td>Vacant</td> <td>No</td> </tr> </tbody> </table> <p style="text-align: center;">Find Sales within this DOR Code</p>	Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	SPECIAL WARRANTY DEED	08/1994	02815	0546	\$705,000	Vacant	No	<p>2007 VALUE SUMMARY</p> <p>2007 Tax Bill Amount: \$20,114 2007 Taxable Value: \$1,361,945 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
Deed	Date	Book	Page	Amount	Vac/Imp	Qualified									
SPECIAL WARRANTY DEED	08/1994	02815	0546	\$705,000	Vacant	No									

<p style="text-align: center;">LAND</p> <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>SQUARE FEET</td> <td>0</td> <td>0</td> <td>98,202</td> <td>8.50</td> <td>\$709,509</td> </tr> </tbody> </table>	Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value	SQUARE FEET	0	0	98,202	8.50	\$709,509	<p style="text-align: center;">LEGAL DESCRIPTION</p> <p>PLATS: <input type="text" value="Pick..."/></p> <p>LOTS 6 & 7 OVIEDO CROSSING PH 1-B PB 47 PGS 80 THRU 83</p>
Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value								
SQUARE FEET	0	0	98,202	8.50	\$709,509								

BUILDING INFORMATION									
Bld Num	Bld Class	Year Bld	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New	
1	MASONRY PILAS	1995	14	8,800		CONCRETE BLOCK-STUCCO - MASONRY	\$617,208	\$736,965	
			Subsection / Sqft: OPEN PORCH FINISHED / 1200						

[Permits](#)

EXTRA FEATURE					
Description	Year Bld	Units	EXFT Value	Est. Cost New	
COMMERCIAL ASPHALT DR 2 IN	1995	25,488	\$15,656	\$23,194	
WALKS CONC COMM	1995	2,425	\$5,418	\$8,027	
POLE LIGHT CONCRETE 1 ARM	1995	1	\$1,038	\$1,038	
POLE LIGHT CONCRETE 2 ARM	1995	1	\$2,594	\$2,594	
BLOCK WALL	1995	252	\$510	\$756	

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.

**MINUTES FOR THE SEMINOLE COUNTY BOARD OF ADJUSTMENT
JULY 28, 2008 MEETING
ITEM#12**

Red Bug Lake Road (lot 6) – Rich Sommer, applicant; Request for a Special Exception to establish a mechanical / automotive garage (Discount Tire Service Center) in PUD (Planned Unit Development) district; Located at the intersection of Red Bug Lake Road and Pine Bluff Place; (BS2008-07). (District-1)
Joy Williams, Planner

Joy Williams introduced the location of the property and stated the applicant proposed to establish a Discount Tire Company that would provide retail sales and installation of tires and wheels. She further stated the independent retail tire dealer will do no mechanical repairs of any kind on the proposed site. She then stated all installation of tires and wheels will take place within the building. She also stated the proposed hours of operation would be Monday – Friday from 8:00 a.m. – 6:00 p.m., Saturday 8:00 a.m. – 5:00 p.m., and closed on Sunday. She lastly stated staff found that the proposed use was compatible with the adjacent retail/commercial uses within the surrounding area and therefore recommended approval based on the following conditions:

- The establishment will provide retail sale and installation of passenger car and light truck tires wheels
- There will be no performance of any mechanical repairs on site
- All work will be performed inside the building
- Hours of operation will be Monday – Friday from 8:00 a.m. – 6:00 p.m. and Saturday from 8:00 a.m. – 5:00 p.m., no business conducted on Sunday
- Prior to the issuance of development permits, a site plan that meets all applicable code requirements including Chapter 40 of the Land Development Code shall be reviewed and approved by the Development Review Committee

Mark Frederick stated he was with Kimley – Horn & Associates and he was speaking on behalf of Discount Tire Company. He further stated they had representatives from Discount Tire Company that could answer any questions the Board of Adjustment may have about the typical operation of the store. He then stated he would be happy to answer any questions about the site plan.

John Bess stated he managed the Discount Tire Company on Alafaya Trail and he would answer any questions the Board of Adjustment had.

Mr. Hattaway asked if there would be any outside storage.

John Bess stated the way the buildings are setup there was no outside storage. He further stated they had storage inside the building which was where the scrap tires were

held and picked up twice weekly. He further stated they didn't do any alignments or any other mechanical work. He lastly stated they would change the tire put on the rim balance it and reinstall it on the vehicle.

Mr. Bass asked what noise was associated.

John Bess stated the tire machines were electric and the air guns had mufflers on them to reduce any noise. He further stated they used all of the newest equipment available and the air compressor was stored indoors and they could not be heard at all.

Mr. Hattaway asked if they had an elevation of the site.

The applicants showed the Board of Adjustment a south elevation of the proposed building, they also showed a view from the west facing Red Bug Lake Road.

Walt Stesney stated he happened to be one of the houses the store would directly affect with noise. He further stated the only buffer between his rear bedrooms and the houses on each side of him was the four lane road. He then stated his main concern was noise. He also stated he didn't want to hear compressors or air guns all day long.

Mr. Hattaway asked if there was a wall behind the houses.

Walt Stesney stated there was a wall but it was not sufficient to stop the traffic noise let alone the air guns the tire store would be using.

Janice Simonds stated she lived in the neighborhood across the street from the proposed tire store. She further stated her thoughts were based on compatibility and all the other businesses were shops and family orientated places that you would want in your community. She then stated that the proposed tire store was not something that was wanted in the community. She lastly stated there were a lot of tires shops in the area.

Robert Adolphe stated the approval for a retail tire service store directly across from the neighborhood entrance would adversely impact the quality of life and values of the neighborhood. He further stated it would be inconsistent with the character of the area and should not be granted. He then stated traffic in and out of the neighborhood was already complicated and the tire store would negatively impact the condition. He lastly stated the proposed tire store was more of an Industrial type use.

Don Dodge stated he was there to speak in opposition of the special request. He further stated he knew that at the end of Red Bug Lake Road and Semoran there were about 6 tire stores and another 4 at Tuskawilla and Red Bug. He then mentioned three other locations and stated he didn't know how many more tires store were needed on Red Bug Lake Road, let alone across from his subdivision.

Jerry Kranz stated he and his wife often go for walks in and out of the neighborhood visiting the restaurants and retail shops. He further stated there is some traffic but it is not over whelming, but the proposed tire shop would be very noticeable and it would change the character of living in a residential community. He then stated with all the other tire or auto care facilities within three miles was this tire shop needed. He lastly stated the proposed tire shop was not compatible with the existing commercial development.

Jeff Ebber stated the school bus stop for the neighborhood was located at the entrance of the neighborhood which is a concern of the homeowners because the proposed tire shop would be across the street from the entrance of the neighborhood. He further stated he drove around and counted 9 tire shops within 2 miles of the proposed location and didn't think another one was needed.

Mark Frederick showed the Board of Adjustment a noise study that was done by the applicant at a similar tire store stating the decibel level range was around 59 which is in the range of normal conversation within 3 feet. He further stated there was a 134 foot right of way associated with Red Bug Lake Road which would be a buffer between the tire store and any residential homes. He then stated that as far as compatibility the proposed location is a commercial out parcel and there will be some sort of retail there. He also stated the automotive or tire shop put it under special exception. He further stated it was important to note that staff agreed that the proposed use was compatible with the surrounding area. He then stated as far as other tire stores within the area his client would not be interested if they had not conducted a market study and found that it was financially feasible to have a tire store in the proposed location.

Mr. Bass made a motion to approve the request with staff conditions.

Mr. Gashlin seconded the motion.

The motion failed by a (2-3) vote. Mr. Bushrui, Mr. O'Malley and Mr. Hattaway were in opposition.

Mr. Bushrui made a motion to deny the request based on inconsistency with character of the area and traffic pattern.

Mr. O'Malley seconded the motion.

The motion passed by (3-2) vote. Mr. Bass and Mr. Gashlin were in opposition.

feet within 300 feet of the boundary, nor 65 feet for the remainder of the said parcel.

- d. A 6-foot high masonry wall and 4-inch caliper trees, planted on 40-foot centers will be included in the buffer, where existing natural vegetation does not exist (see item #8).

* 6. Permitted Uses *For subject property*

a. Commercial (Retail Services)

- 1) Permitted uses shall include all permitted uses in the C-1 district as of the date hereof plus the following uses;

- Gasoline pumps at convenience store in Parcel 20
- Delicatessen
- Restaurants that serve alcohol
- Living quarters in conjunction with a commercial use, to be occupied by the owner or operator of the business or an employee
- Hospitals and nursing homes
- Health clubs
- Fast food restaurants with drive through windows
- Other uses approved by the Current Planning Division Manager which are similar or compatible with those uses set forth above

The determination of the Current Planning Division Manager shall be subject to appeal to the Board of County Commissioners.

2) Conditional Uses

The following uses may be considered as Conditional Uses and must be approved by the Board of Adjustment:

- Alcoholic beverage establishments
- Gasoline stations in all parcels other than Parcel 20
- Mechanical or automotive garage
- Gasoline pumps

b. Regional Shopping Center

- 1) Permitted uses shall include all permitted uses permitted in the Oviedo Marketplace Commercial district plus the

Williams, Joy

From: Venn, Gretchen
Sent: Monday, August 11, 2008 10:51 AM
To: Williams, Joy
Subject: FW: Red Bug & Discount Tire Store

From: Betsy [mailto:sunnyfun6@earthlink.net]
Sent: Monday, August 11, 2008 8:54 AM
To: Venn, Gretchen
Subject: Red Bug & Discount Tire Store

Dear Commissioner Henley,

There is a proposal to grant a special exception to build a tire store directly across from the front of my neighborhood on Red Bug Lake Rd. A tire store is NOT a good fit nor consistent with a neighborhood atmosphere-there is too much noise, too much additional traffic. It could bring a decrease in our property values as well, which as you know, we have all struggled with this last couple of years. Additionally, there are several school bus stops directly across from this lot, and we already have a very difficult time getting into and out of this neighborhood safely as it is.

My neighbors and my family respectfully request that you deny this special exception to allow a tire store here should there be an appeal to the commission on rezoning.

Thank you,

Betsy Adolphe
1042 Alvina Lane
Tuska Ridge

Williams, Joy

From: Bob Adolphe [adolphe.bob@earthlink.net]
Sent: Monday, July 28, 2008 3:16 PM
To: Williams, Joy
Subject: Deny Special Exception for Tire Service Garage

Dear Joy,

The residents of Tuska Ridge find that approval for a retail tire service store directly across from the neighborhood entrance will adversely impact the quality of life and values of this neighborhood. It is wholly inconsistent with the character of the area and should not be granted an exception. Traffic in and out of the neighborhood is already complicated and this establishment will negatively impact this condition. Please deny the request for special exception for this intrusive business.

Sincerely,

Robert G. Adolphe
1042 Alvina Lane
Oviedo, FL 32765
Tuska Ridge

Williams, Joy

From: Shirley Rubens [scrubens@cfl.rr.com]
Sent: Monday, July 28, 2008 3:20 PM
To: Plan Desk
Cc: cal tang; Williams, Joy
Subject: Public Hearing, 28 July RE: Case BS2008-07
Attachments: Discount Tire Request.xls; Discount Tire Request July 2008.ppt

Importance: High

Dear Sir/Madam:

Reference Request for Special Exception, Case BS2008-07 (Map 3212, Grid A2), Parcel No: 20-21-31-5ME-0000-0060

I am opposed to having a Special Exception being approved to allow a Discount Tire store to be built at 7565 Red Bug Lake Road. I live in the Tuskaridge community (1164 Needlewood Loop) which is diagonally across Red Bug Lake Road from the proposed store site. My house is .7 miles from the site. My concern is saturation: there are already six tire stores within 3 miles of this site. The entire area is starting to look like S.R. 17-92, with mattress stores & nail salons, as well as a defunct empty bank site. It looks crappy. Altho I understand that the nearby funeral parlor owns the land in question and apparently is not opposed to having a tire store next to its edifice, I think it is very tacky. I realize that there is not a Discount Tire Store in the Oviedo-Winter Springs area, but a better location would be near the Macaroni Grill (where a stop light is being installed) or next to the new ABC Liquor store near Target. Putting a tire store outside of my complex does my house and everyone else's an injustice.

I have enclosed two documents: an excel sheet with the current tire stores listed; and a map with the locations of the current stores, my house, and the site in question. Please consider what this does to the residents when this request is being evaluated for approval.

Sincerely,

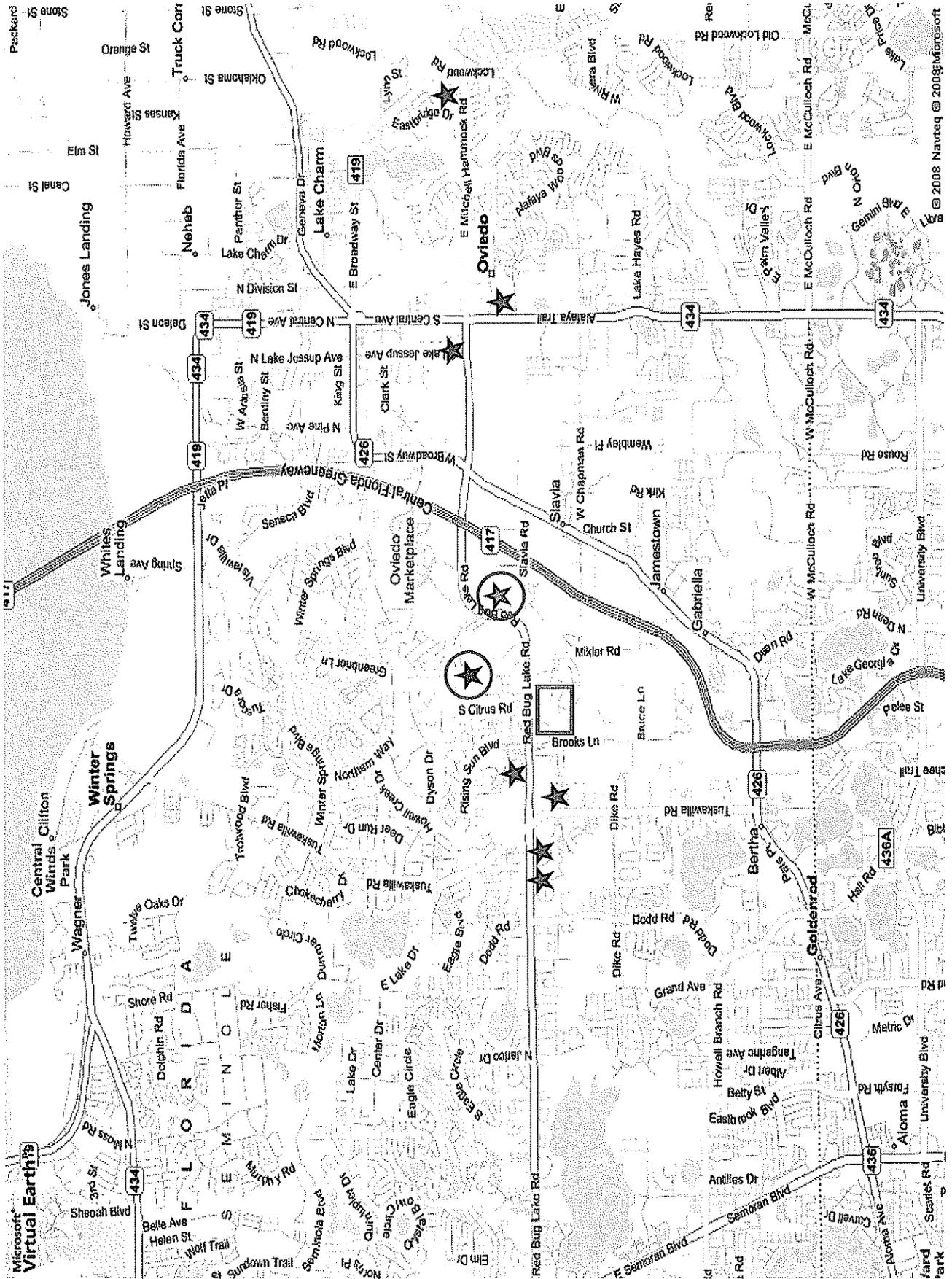
Shirley C. Rubens

Data on Request to obtain Special Exception

Case: BS2008-07 (Map 3212, Grid A2)

Parcel no: 20-21-31-5ME-0000-0060

Business name	Street address	City	Zip	Miles from site
Action Gator Tires	1330 Alafaya Trail	Oviedo	32765	2.9
Big 10 Tire Stores	907 S. Lake Jessup Avenue	Oviedo	32765	2.1
Firestone Complete Auto Care	5960 Red Bug Lake Road	Winter Springs	32708	1.8
Goodyear Auto Service Center	5535 Red Bug Lake Road	Winter Springs	32708	2.3
Tire Kingdom	1485 E. Mitchell Hammock Road	Oviedo	32765	3.7
Tire Kingdom	1481 Tuskawilla Road	Winter Springs	32708	2.2
Tires Plus Total Car Care	5375 Red Bug Lake Road	Winter Springs	32708	2.3



Microsoft
Virtual Earth

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: CR 427 / Merritt Street Small Scale Future Land Use Amendment and Rezone

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve and enact an ordinance for a Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial), for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street, based on staff findings, and authorize the Chairman to execute the aforementioned documents (Khurshid Ahmed, applicant); or

2. Deny the requested Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial), for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street, and authorize the Chairman to execute the Denial Development Order (Khurshid Ahmed, applicant); or

3. Continue the item until a time and date certain.

District 4 Carlton D. Henley

Austin Watkins

BACKGROUND:

The applicant, Khurshid Ahmed, is requesting a Small Scale Future Land Use Amendment (SSLUA) from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial). This request is in response to a site plan that is currently in review with the Development Review Division. The site plan proposes a one-story, 14,049 square foot office building.

The majority of the subject property is already assigned the COM Future Land Use (FLU) designation and the C-2 zoning classification. This request will eliminate the split FLU and zoning assigned to the property, by amending the FLU and zoning to be consistent with the majority of the parcel (COM FLU and C-2 zoning).

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on August 6, 2008 and voted 7-0 to recommend approval of the requested Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial), for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street, based on staff findings..

STAFF RECOMMENDATION:

Staff recommends that the Board approve and enact an ordinance for a Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial), for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street, based on staff findings, and authorize the Chairman to execute the aforementioned documents (Khurshid Ahmed, applicant).

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. SSLUA Ordinance
6. Rezone Ordinance
7. Applicant's Justification Statement
8. Denial Development Order
9. Ownership Disclosure Form
10. LPA P and Z Meeting Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

CR 427 / Merritt Street SSLUA and Rezone
SSLUA from MDR to COM and Rezone from R-2 to C-2

APPLICANT	Khurshid Ahmed	
PROPERTY OWNER	Khurshid Ahmed	
REQUEST	Small Scale Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial)	
PROPERTY SIZE	0.29 ± acres	
HEARING DATE (S)	P&Z: August 6, 2008	BCC: September 23, 2008
PARCEL ID	07-21-30-509-0B00-0060	
LOCATION	Located at the northeast corner of the intersection of CR 427 and Merritt Street.	
FUTURE LAND USE	MDR (Medium Density Residential)	
ZONING	R-2 (One and Two-Family Dwelling)	
FILE NUMBER	Z2008-25	
COMMISSION DISTRICT	#4 – Henley	

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small scale Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property has frontage on CR 427, which is a 4-lane arterial roadway. Southwest of the subject property is an industrial and office complex located within the City of Altamonte Springs. West of the subject property is C-1 zoning. Additionally, the proposed Central Florida Commuter Rail Station is approximately a ¼ mile from this site. Therefore, Staff finds that the character of the area is transitioning to a multi-modal area, with more intensive developments and a mixture of land use designations.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas. However, there appears to be no wetlands or flood prone areas on the subject property.

The subject property is not located within any special or restrictive district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is adjacent to Medium Density Residential FLU to the north and east. However, Staff finds that the proposed SSLUA and rezone demonstrate a compatible transition between the Medium Density Residential FLU and the proposed Commercial FLU. Section 30.1232 of the Seminole County Land Development Code (Active/Passive Buffers) requires a minimum of a 15' buffer and 25' setback (passive) and 25' buffer and 50' setback (active) containing a 6' masonry wall and 4 – 8 canopy trees every 100' (depending upon use). Section 30.1232 states "buffers and setbacks required by this section are intended to separate incompatible land uses and eliminate or minimize adverse impacts such as light, noise, glare and building mass adjacent to residential." Additionally, the majority of the overall site is assigned the COM FLU and C-2 zoning classification. The requested SSLUA and rezone is to make the entire parcel's FLU and zoning consistent.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**
- 2. Dedications or contributions consistent with Policy FLU 6.5**

3. Affordable housing
4. Economic development
5. Reduction in transportation impacts on area-wide roads
6. Mass transit

Staff Evaluation

The applicant is not proposing any additional facility improvements. The applicant's proposal does not consider affordable housing, mass transit, nor reduction in transportation impacts.

The subject property is located within a historically funded target area for the Community Development Block Grant (CDBG). However, there was no funding allocated to this target area, based upon the CDBG One-Year Action Plans, due to budget reductions. The Seminole County Comprehensive Plan: *Vision 2020* Issue ECM 10 indicates that the "County shall continue to bring employment opportunities and technical assistance into the identified areas, provide public infrastructure and mass transit connections and provide job training." This proposal indicates a potential of a new office development in an designated blighted CDBG target area.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses.

The proposed Future Land Use designation on the subject property is COM (Commercial). The Seminole County Land Development Code requires the application of the Active/Passive Buffering standard when a non-residential use is adjacent to a residential zoning or FLU designation. The Active/Passive Buffering Standards create sensitive site design, as they are intended to “separate incompatible land uses and eliminate or minimize adverse impacts” The COM FLU may be a compatible FLU designation adjacent to Medium Density Residential FLU if sensitive site design standards are utilized, per *Exhibit FLU: Appropriate Transitional Lands Uses*.

Staff finds that the applicant’s proposal provides buffering and uses that create a sensitive site design.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following tables depict the minimum regulations for the current zoning district of R-2 (One and Two-Family Dwelling) and the requested district of C-2 (Retail Commercial):

DISTRICT REGULATIONS	Existing Zoning (R-2)
Minimum Lot Size	9,000 square feet
Minimum House Size	700 sq. ft. single-family 1,400 sq. ft. duplex
Minimum Width at Building Line	75 feet
Front Yard Setback	25 feet
Side Yard Setback	10 feet
(Street) Side Yard Setback	25 feet
Rear Yard Setback	30 feet
Maximum Building Height	35 feet

DISTRICT REGULATIONS	Proposed Zoning (C-2)
Minimum Lot Size	N/A
Minimum House Size	N/A
Minimum Width at Building Line	N/A
Front Yard Setback	25 feet
Side Yard Setback	0 feet*
(Street) Side Yard Setback	25 feet
Rear Yard Setback	10 feet*
Maximum Building Height	35 feet

* Unless adjacent to residential

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	R-2 (existing)	C-2 (proposed)
Permitted Uses	One- and two-family dwelling structures, including the customary uses, home offices, home occupation, one (1) boat dock and one (1) associated boathouse per lot when an accessory and incidental to the principal dwelling, and community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	C-2, C-1, CN, and CS uses such as, amusement and commercial recreation within an enclosed building, banks, churches, pet stores, private clubs and lodges, quick print shops, radio and television broadcasting, excluding towers, restaurants, not drive-in, dry cleaners, veterinary clinics with not overnight boarding, convenience markets, delicatessens, grocery stores, artist studios, barber and beauty shops, book, stationery and newsstands sporting goods, shoe repair shops, tailoring shops, tobacco shops, toy stores, watch and clock repair and wearing apparel stores., clinics, except animals, confectionery and ice cream stores, drug stores, florist and gift shops, hobby and craft shops, interior decorating, jewelry stores, libraries, locksmiths, luggage shops, office, business and professional, photographic studios, physical fitness studio, retail paints and wallpaper stores, post offices and retail, appliance stores, bakeries, where goods are sold on premises as retail, communication towers, day nurseries, kindergartens, drug testing/blood testing facilities, employment agencies, funeral homes, furniture stores, hardware stores, laundrettes and laundromats, multi-family housing - such as condominiums, apartments and townhouses of medium to high density, plant nurseries, public and private schools, self-service laundries and theatres, amusement and recreational facilities, building and plumbing supplies, car wash, furniture warehouse with retail sales, hotels and motels, marine sales and service, mobile home and creational vehicle sales, outdoor advertising signs, parking garages, printing and book binding shops, automobile sales with no repair facilities, veterinary hospitals and kennels, multi-family house (R-3 zoning), above-store or above-office flats, and communication towers when camouflage in design.
Special Exception Uses	Day nurseries or kindergartens, guest or tourist homes, off-street parking facilities, assisted living facilities and community residential homes housing 7-14 permanent unrelated residents, churches, public and private middle and high schools, publicly owned parks and recreation areas, public utility and service structures, subdivision sewage treatment and water plants, boathouse with roofs exceeding ten feet above the mean-highwater line, communication towers and private recreational facilities.	Alcoholic beverage establishments, public utility structures, living quarters in conjunction with a commercial use to be occupied by the owner or operator, nursing homes, communication towers, contractors establishments with no outside storage, drive-in restaurants, drive-in theaters, lumber yards, mechanical garages, paint and body shops, service stations and gas pumps as an accessory use, and hospitals.
Minimum Lot Size	9,000 square feet	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is adjacent to existing single-family to the north and east. The applicant will be required to comply with Section 30.1232 (Active/Passive Buffers) of the Seminole County Land Development Code. The majority of the site is presently assigned the COM FLU and C-2 zoning classification. This request is to bring the entire site into one zoning/FLU classification.

The subject property is located within the historically funded East Altamonte Spring CDBG (Community Development Block Grant) Target Area. This area, as defined by the CDBG is blighted and the proposed development will bring new economic development activities to the area. This proposed development supports the Seminole County Comprehensive Plan: *Vision 2020* Issue ECM 10, which encourages community revitalization in CDBG Target Areas.

West and of the subject property are industrial, office and retail land use designations. Further, the proposed Commuter Rail station will be located approximately ¼ mile south of the subject property. The proposed Commuter Station will allow for multi-modal access to this site.

Staff has reviewed the proposed Small Scale Land Use Amendment and rezone and determined that the buffers and uses proposed are consistent with the trend of development and compatible with surrounding properties.

SITE ANALYSIS:

Floodplain Impacts:

Based on FIRM map with an effective date of 2007, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Future Land Current Use (R-2)*	Proposed Land Use (PD) Calculated as general retail**	Net Impact
Water (GPD)	700	1,540	+840
Sewer (GPD)	600	1,150	+550
Traffic (ADT)	19	125	+106

* calculated as 2 attached dwelling units

** calculated as 4,400 square feet of general retail (based upon a maximum 0.35 FAR)

Utilities:

The site is located in the City of Altamonte Springs water and sewer utility service area and will be required to connect to public utilities. There is a 12-inch water main on the west side of Marker St., a 10-inch water main on the west side of Ronald Reagan Blvd., and a 6-inch force main on the east side of Ronald Reagan Blvd.

Transportation / Traffic:

The property proposes access onto Merritt Street which is classified as a local road and does not have improvements programmed in the County 5-year Capital Improvement Program.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #11, which is located at 225 Newburyport Avenue. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Parks, Recreation and Open Space

The applicant is required to provide 25% of the site in open space, per Section 30.1344 of the Seminole County Land Development Code.

Buffers and Sidewalks:

There is an existing sidewalk along CR 427 however, there is not a sidewalk along the frontage of Merritt Street. The developer will be required to build a 5-foot wide sidewalk along the frontage of Merritt Street. The subject property is adjacent to the Low Density Residential FLU to the north and east. Therefore, the Active/Passive buffers are required, per Section 30.1232 of the Seminole County Land Development Code.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay Districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

- Policy FLU 2.5: Transitional Land Uses
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

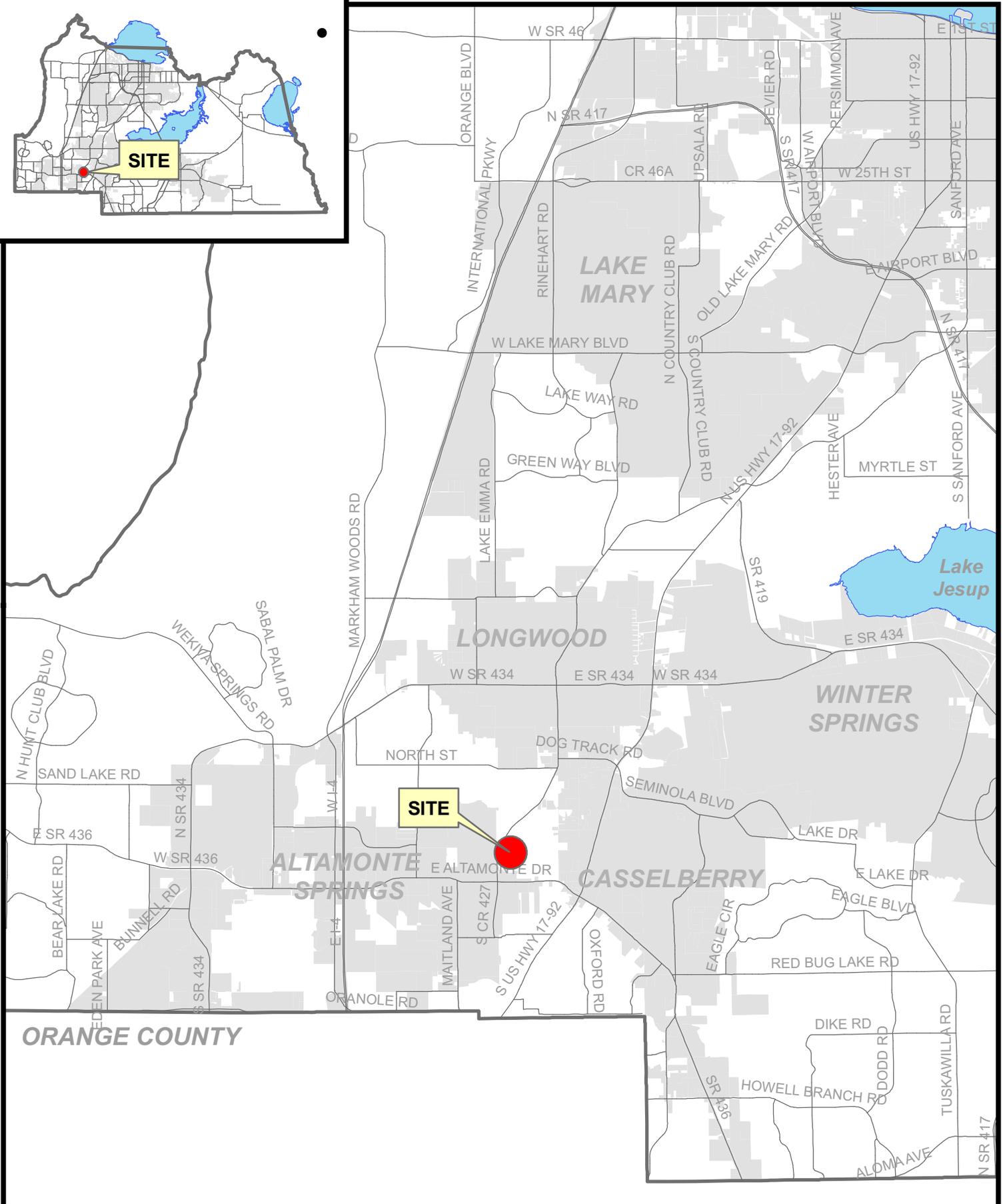
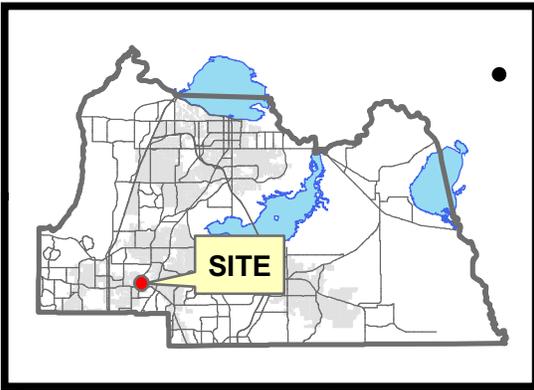
No intergovernmental notices were required.

LETTERS OF SUPPORT OR OPPOSITION:

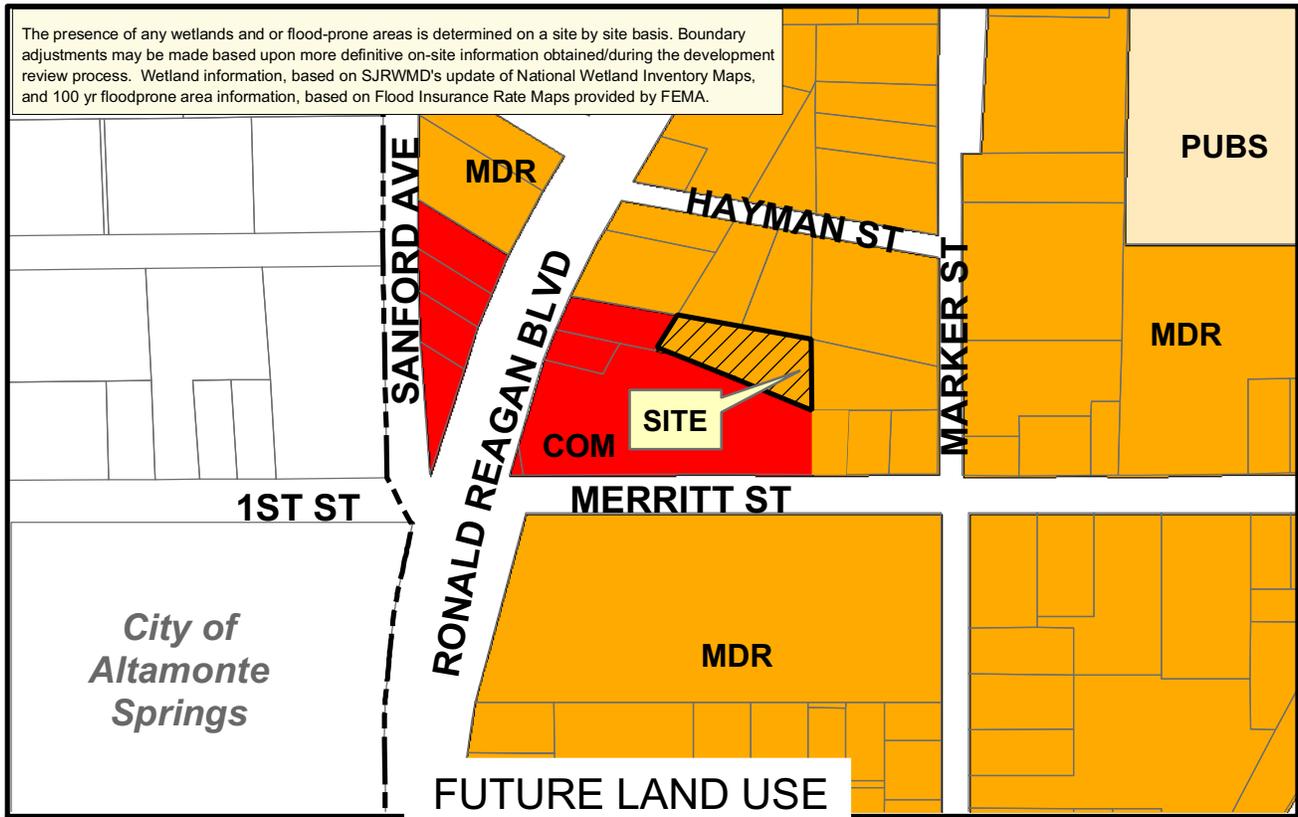
At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION:

Staff recommends that the Board Approve the requested Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial), for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street.



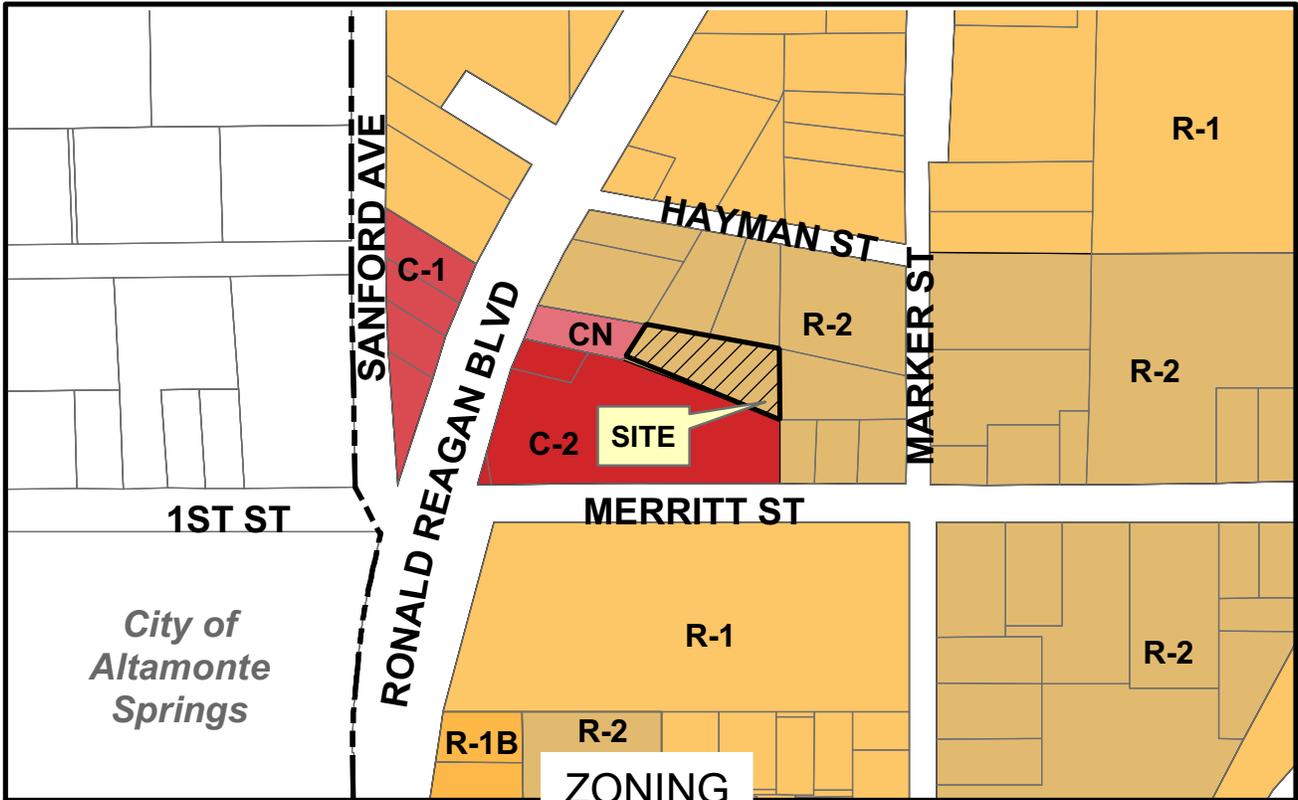
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



MDR
 COM
 PUBS
 Site
 CONS
 Municipality

Applicant: Khurshid Ahmed
 Physical STR: 07-21-30-509-0B00-0060
 Gross Acres: .30+/- BCC District: 4
 Existing Use: _____
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	08SS.04	MDR	COM
Zoning	Z2008-025	R-2	C-2



R-1
 R-1B
 R-2
 CN
 C-1
 C-2
 FP-1
 W-1



Rezone No: Z2008-25
 From: R-2 To: C-2

FLU No: 08SS.04
 From: MDR To: COM

- Parcel
- Subject Property



Winter 2006 Color Aerials

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan (“the Plan”), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County Commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on August 6, 2008, for the purpose of

providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on September 23, 2008, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IN ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.

- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

- (b) The associated rezoning request was completed by means of Ordinance Number 08-_____.
- (c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become

effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 23rd day of September, 2008.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____

Brenda Carey, Chairman

APPENDIX A

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER OF LOT 9, BLOCK "B", HAYMAN'S ADDITION TO ALTAMONTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 39, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°16'06"W ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE RUN N00°53'08"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 83.50 FEET; THENCE RUN N78°09'53"W, A DISTANCE OF 181.60 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID PLAT OF HAYMAN'S ADDITION TO ALTAMONTE; THENCE RUN S31°23'56"W ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE RUN S69°09'43"E, A DISTANCE OF 219.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,789 SQ. FT.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE R-2 (ONE AND TWO-FAMILY DWELLING) ZONING CLASSIFICATION THE C-2 (RETAIL COMMERCIAL) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "CR 427 / Merritt Street Small Scale Future Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial):

SEE ATTACHED "EXHIBIT A"

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 23rd day of September 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

EXHIBIT "A"
LEGAL DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 9, BLOCK "B", HAYMAN'S ADDITION TO ALTAMONTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 39, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°16'06"W ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE RUN N00°53'08"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 83.50 FEET; THENCE RUN N78°09'53"W, A DISTANCE OF 181.60 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID PLAT OF HAYMAN'S ADDITION TO ALTAMONTE; THENCE RUN S31°23'56"W ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE RUN S69°09'43"E, A DISTANCE OF 219.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,789 SQ. FT.

***SMALL SCALE FUTURE LAND USE
AMENDMENT AND REZONING APPLICATION
– SUPPLEMENTAL INFORMATION***

ALTAMONTE PROFESSIONAL CENTER
N.E. CORNER OF RONALD REGAN BLVD AND MERRIT STREET
SEMINOLE COUNTY, FLORIDA

PARCEL I.D. # 07-21-30-509-0B00-0060

June 27, 2008

Applicant:
Samina Ahmed
820 Brightwater Cir
Maitland, FL 32751
Phone: (407) 782-3839
Fax: (407) 831-7873

Prepared by:
Imtiaz Ahmed, P.E.
Atlantic Engineering Services, Inc.
200 C2 Crosswinds Drive
West Palm Beach, FL 33413
Phone: (561)358-4140
Fax: (561)966-9242

In June 2007, Atlantic Engineering Services, Inc. submitted a site plan to develop the empty parcel located in the northeast corner of Ronald Regan Boulevard and Merrit Street. The review comments from Zoning indicated that a small portion of this property was zoned MDR / R-2. In order to develop this parcel, this small portion of the property has to be rezoned to COM. The attached supplemental information addresses the future land use element Goals, Objectives, and Policies.

We are requesting to amend the future land use a portion of the subject property. Land Use amendment is consistent to the changing character along the County road, CR-427.

The proposed use of the subject property as a professional office center is consistent with Seminole County's Vision 20-20 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow, the need for facilities to serve these families also grows. The office designation complies with Seminole County's Vision, 20-20 Comprehensive Plan Policy FLU 5.2 (B), regarding mixed commercial / residential use development. The requested designation to develop office uses is compatible with future land uses of the surrounding areas.

Below are responses to the various FLU Goals, Objectives, and Policies:

Policy FLU 1.2-Flood Plain Protection:

The proposed project site is not located in a Floor Prone of Flood Zone area.

Policy FLU 1.3-Wetland Protection:

There are no Wetlands on the subject property.

Policy FLU 1.4-Conservation Easements:

The proposed project site is not located within a conservation or an environmentally protected area.

Policy FLU 1.9-Historic and Archaeological Resources and National Park Services:

The proposed site is not listed as a Florida Master Site or National Park.

Policy FLU 2.3-Roadway Compatibility:

The proposed project site is located in the northeast corner of the intersection of Ronald Regan Boulevard (CR-427) and Merrit Street. At this time, the proposed

site is an undeveloped parcel. The project would be developed in harmony with the current setback and buffer requirements, allowing for future roadway improvements. The proposed development, as shown in the submitted site plan, meets all the County requirements for the project development. Access to this site is located on Merrit Street and has been approved and meets the County Standards. The project has been reviewed for concurrency and was determined by staff to have sufficient roadway capacity available based upon Concurrency Management System Net Available Capacity.

Policy FLU 2.5-Transitional Land Use:

The proposed use of the subject property, Altamonte Professional Center, is an appropriate transitional land use to support the residential growth that has occurred in the area. Thus, keeping in place the harmony of the area and providing a much needed service to the surrounding community.

Policy FLU 5.5-Water and Sewer Service Extension:

Water and sewer service is provided by the City of Altamonte Springs. Discussions with the City have indicated that there is adequate capacity to serve the proposed project.

Policy FLU 5.18-Protection of Residential Neighborhoods, Viable Economic Corridors and Natural Resources:

The development of Altamonte Professional Center will have medical, dental, and other professional services available to the community and provide additional real estate values for the neighborhood. The location of the project will serve commuters already traveling on the surrounding roadways.

Policy FLU 6.1-Development Orders, Permits, and Agreements:

The site developer will seek all appropriate permits for development of this project. Additionally, the developer will work with the County and City of Altamonte Springs to address any applicable development orders.

Policy FLU 12.4-Relationship of Land Use to Zoning Classifications:

The proposed use of the subject property as a professional office center is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. The office designation complies with Seminole County's Vision 20-20 Comprehensive Plan FLU 5.2 (B) regarding mixed commercial / residential use development by providing a transitional use between low / medium density residential and non-residential uses.

Evaluation Criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property:

The subject property is currently a vacant, wooded land. Altamonte Professional Center is requesting amending the future land use of the subject property from MDR / R-2 to COM / Office. This land use amendment is consistent because a major portion of the property is already zoned commercial and in order to develop this project, the small portion, which is zoned MDR / R-2, is critically needed.

The offices will provide a low intensity land use and the well landscaped character of the property will blend with the nearby residential areas of the subject property. The surrounding community will appreciate the proximity of the professional services provided to serve their family needs.

The proposed use of the subject property as professional offices is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow, professional office facilities are needed to serve these families.

B. Whether the public facilities and services will be available concurrent with the impacts of development at adopted levels of service:

Development of the area has already occurred. The addition of this project would only supply much support of the needed professional services that will be located in this project.

C. Whether the site is suitable for the proposed use and will be able to comply with flood prone regulations, wetland regulations, and all other adopted development regulations:

The project site is not located in a flood prone area and there are no wetlands on the subject property. A survey of this property did not locate any endangered or threatened species.

D. Whether the proposal adheres to special provisions of law (e.g. Wekiva River Protection Act):

The project site does not fall within the Wekiva River Basin. Additionally, it is not immanently known of any other special provisions that exist in this area.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of Land Development Code.

The proposed use of the property as a professional office facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. The professional office use complies with Seminole County's 2020 Comprehensive Plan Policy FLU 5.2 (B) regarding mixed commercial / residential use developments by providing a transitional use between residential and non-residential uses.

F. Whether the proposed use furthers the public interest by providing:

1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site.

Site is already in a developed area and the proposed project provides services needed by the surrounding community.

2. Dedications or contributions in excess of Land Development Code requirements.

Not Applicable.

3. Affordable Housing.

Not Applicable.

4. Economic Development

The project will provide for economic development in the area. The professional offices will provide for employment opportunities for the community.

5. Reduction in Transportation impacts on area-wide roads:

The proposed development will have minimal impact on the surrounding roads and meets the County's Traffic Concurrency requirements.

6. Mass Transit

The proposed development neither impacts nor provides for mass transit.

7. Whether the proposed Land Use Designation is consistent with any applicable plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The proposed use of the subject property as a professional office facility is consistent with Seminole County's Vision 2020 Comprehensive Plan by providing adequate public service to enhance the community's public welfare and projected growth needs. As the residential communities in the area begin to grow so too must the facilities to serve these families. The professional offices comply with Seminole County's Vision 2020 Comprehensive Plan Policy FLU 5.2 (B) regarding mixed commercial / residential use development by providing a transitional use between residential and non-residential uses.

In summary, the surrounding area is clearly in transition. The property fronts CR-427, which is a four lane divided highway with commercial and industrial uses along the corridor. The site is near the limits of the City of Altamonte Springs, which will provide water and sewer to this project. The proposed professional offices will help the community needs and is consistent with the comprehensive plan.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On September 23, 2008, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Khurshid Ahmed

Project Name: CR 427 / Merritt Street Small Scale Future Land Use Amendment and Rezone

Requested Development Approval: The applicant is requesting a Small Scale Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone for 0.29 ± acres, located at the northeast corner of the intersection of CR 427 and Merritt Street, from R-2 (One and Two-family Dwelling) to C-2 (Retail Commercial).

The Board of County Commissioners has determined that the requested Small Scale Land Use Amendment to COM (Commercial) and associated rezone to C-2 (Retail Commercial) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "CR 427 / Merritt Street Small Scale Future Land Use Amendment and Rezone" and all evidence submitted at the public hearing on September 23, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Small Scale Land Use Amendment to COM and rezone to C-2 should be denied.

ORDER**NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"**Legal Description**

COMMENCE AT THE SOUTHEAST CORNER OF LOT 9, BLOCK "B", HAYMAN'S ADDITION TO ALTAMONTE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 39, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°16'06"W ALONG THE SOUTH LINE OF SAID LOT 9, A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE RUN N00°53'08"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 85.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 83.50 FEET; THENCE RUN N78°09'53"W, A DISTANCE OF 181.60 FEET TO THE NORTHEAST CORNER OF LOT 4 OF SAID PLAT OF HAYMAN'S ADDITION TO ALTAMONTE; THENCE RUN S31°23'56"W ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE RUN S69°09'43"E, A DISTANCE OF 219.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,789 SQ. FT.

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: <u>KHURSHID AHMED</u>	Name: _____
Address: <u>820 BRIGHTWATER CIRCLE</u>	Address: _____
Phone #: <u>407-782-3839</u> <u>MAITLAND</u>	Phone #: _____
	<u>FL 32751</u>
Name: _____	Name: _____
Address: _____	Address: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>N/A</u>	Name of Corporation: _____
Officers: _____	Officers: _____
Address: _____	Address: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: <u>N/A</u>	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	_____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: N/A Name of Partnership: _____
Principal: _____ Principal: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee: N/A Contract Vendee: _____
Name: _____ Name: _____
Address: _____ Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

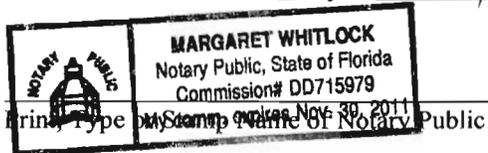
9/16/08
Date

Khurshid Ahmed
Owner, Agent, Applicant Signature

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 16th day of May, 2008 by Khurshid Ahmed

Margaret Whitlock
Signature of Notary Public



Personally Known _____ OR Produced Identification
Type of Identification Produced FL Driver License

For Use by Planning & Development Staff

Date: _____ Application Number: _____

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
AUGUST 6, 2008**

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Kim Day, Melanie Chase, Ben Tucker and Rob Wolf.

Member absent: None.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner, Jeffrey Hopper, Senior Planner, Lee Schaffer, Principal Engineer, Development Review and Connie R. DeVasto, Clerk to the Commission.

A. CR 427 / Merritt Street Small Scale Future Land Use Amendment and Rezone; **Khurshid Ahmed, applicant;** 0.29 ± acres; Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail Commercial); located at the northeast corner of the intersection of CR 427 and Merritt Street. (Z2008-25)

Commissioner Henley - District 4
Austin Watkins, Senior Planner

Austin Watkins stated that the Applicant is requesting a Small Scale Future Land Use Amendment from MDR (Medium Density Residential) to COM (Commercial) and a rezone from R-2 (One and Two-Family Dwelling) to C-2 (Retail commercial) for approximately .29 acres and is located on the northeast corner of the intersection of CR 427 and Merritt Street.

Mr. Watkins stated that this request is in response to a site plan that is currently in review with the Development Review Division. The site plan proposes a one-story, 14,049 square foot office building. The majority of the site is currently zoned C-2 with a future land use designation of Commercial. This request will eliminate the split future land use and zoning that is currently assigned to the property. By amending the future land use and zoning, it will make it consistent with the majority of their parcel.

Mr. Watkins further stated that the subject property is adjacent to existing single-family to the north and east. The Applicant will be required to comply with Section 30.1232 of the Seminole County Land Development Code, which are the Active/Passive Buffer standards. To the west and south of the subject property are some industrial, office and retail land use designations located both in Seminole County and the City of Altamonte Springs.

Mr. Watkins stated that the Commuter Rail station is currently proposed to be located approximately ¼ mile south of the subject property. The proposed Commuter Rail station will allow for multi-modal access to this site.

Staff has reviewed the proposed Small Scale Land use Amendment and rezone and determine that the buffers and uses proposed are consistent with the trend of development and compatible with surrounding properties and recommends approval of this request.

Commissioner Wolf stated that he felt the subject property was a very small lot and wanted to know if it was enough for a 14,049 square foot building, plus parking and plus any retention and water run-off.

Mr. Watkins referred to the map and explained how the proposed use will be located on the site. The majority of the building will be on the existing COM/C-2 portion of the property.

The Applicant was not present at this meeting.

No one spoke in favor of this request from the audience.

Christine Watkins, of 639 Lake Mobile Drive, advised that she is not opposed to change providing it is a gradual change. Ms. Watkins stated that her first concern was the buffers, but Staff had addressed that in the presentation of the case. She stated that another concern was the traffic congestion on Merritt Street going towards Ronald Reagan. She wanted to know if speed bumps or something like that could be placed there to help with the increase in traffic if the proposed request is approved. Ms. Watkins also expressed her concern regarding the property values and increased taxes in this area if this request is approved.

Commissioner Brown advised Ms. Watkins that the taxes did not fall under the purview of this Commission, but would fall under the Tax Appraiser's Office. He further stated that commercial properties can affect the surrounding areas in both a positive and a negative way and that it could go either way.

Commissioner Brown also advised Ms. Watkins that the traffic issues would be addressed by the Sheriff's Office and/or during traffic studies conducted by Staff.

Austin Watkins stated that the Applicant will be required to complete traffic studies as part of their development review process that will include a study on the level of service for the surrounding roadways.

Commissioner Brown stated that with the design standards, the traffic patterns of the surrounding streets will be considered. He further stated that typically, traffic would not exit onto a residential road when coming from a commercial development.

Commissioner Brown also stated that the issue of speed bumps would be addressed during the traffic studies and by the Sheriff's Office.

Commissioner Eismann stated that the subject property is not touching Ronald Reagan or Merritt Street and the development plan for the areas touching these roadways are not part of the item presented at this time.

Commissioner Eismann made a motion to recommend approval of this request.

Commissioner Wolf seconded the motion.

The motion passed unanimously 7 – 0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Jessica Drive (5960) Rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Austin Watkins

EXT: 7440

MOTION/RECOMMENDATION:

1. Approve and authorize the Chairman to enact an ordinance to rezone 3.88 ± acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road, from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling), based on staff findings, (Kimberly Bowles, applicant); or
2. Deny the request to rezone 3.88 ± acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road, from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-Family Dwelling), and authorize the Chairman to execute the Denial Development Order (Kimberly Bowles, applicant); or
3. Continue the item to a time and date certain.

District 3 Dick Van Der Weide

Austin Watkins

BACKGROUND:

The applicant is requesting a rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-Family Dwelling) on approximately 3.88 ± acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road. The R-1AA (Single-family Dwelling) district requires a minimum lot size of 11,700 square feet and a minimum width at the building line of 90 feet. The Future Land Use designation of the subject property is Low Density Residential (LDR) which allows the requested zoning district. The subject property is currently assigned the A-1 and R-1AA zoning classification. This request is to rezone the entire property to the R-1AA zoning classification.

The Seminole County Land Development Code (LDC) requires the application of the Weighted Method for Determining Single-family Residential Compatibility in the Low Density Residential future land use designation. Staff conducted the lot size compatibility analysis, as required by Section 30.1383 of the Land Development Code and Policy FLU 2.10 of the *Seminole County Vision 2020: Comprehensive Plan*, and determined that the analysis supports the requested R-1AA zoning classification.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on August 6, 2008 and voted 7-0 to recommend approval of the requested rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-Family Dwelling), for 3.88 ± acres, located approximately 500 feet

west of the intersection of Jessica Drive and Bear Lake Road, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to enact an ordinance to rezone 3.88 ± acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road, from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling), based on staff findings, (Kimberly Bowles, applicant).

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Future Land Use and Zoning Map
4. Aerial Map
5. Rezone Ordinance
6. Denial Development Order (applicable only if request is denied)
7. Citizen Letters
8. Ownership Disclosure Form
9. School Impact Analysis
10. LPA P and Z Meeting Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Jessica Drive Rezone from A-1 and R-1AA to R-1AA		
APPLICANT	Kimberly Bowles	
PROPERTY OWNER	Kimberly and Bryant Bowles	
REQUEST	Rezone from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling)	
PROPERTY SIZE	3.88 ± acres	
HEARING DATE (S)	P&Z: August 6, 2008	BCC: September 23, 2008
PARCEL ID	19-21-29-300-010A-0000	
LOCATION	Located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road	
FUTURE LAND USE	Low Density Residential (LDR)	
ZONING	A-1 (Agriculture) and R-1AA (Single-Family Dwelling)	
FILE NUMBER	Z2008-28	
COMMISSION DISTRICT	#3 – Van Der Weide	

ANALYSIS OVERVIEW:

The following tables depict the minimum regulations for the current zoning districts of A-1 (Agriculture) and R-1AA (Single-Family Dwelling) and the requested district of R-1AA (Single-Family Dwelling):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed (and existing) Zoning (R-1AA)
Minimum Lot Size	43,560 square feet	11,700 square feet
Minimum House Size	N/A	1,300 square feet
Minimum Width at Building Line	150 feet	90 feet
Front Yard Setback	50 feet	25 feet
Side Yard Setback	30 feet	10 feet
Side Street Setback	50 feet	25 feet
Rear Yard Setback	10 feet	30 feet
Maximum Building Height	35 feet	35 feet

PERMITTED & SPECIAL EXCEPTION USES

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-1 (Existing)	R-1AA (Existing and Proposed)
Permitted Uses	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Single-Family dwelling units and their customary accessory uses, Community residential homes (group homes and foster care facilities), public and private elementary schools, and home office.
Special Exception Uses	Special Exceptions such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	Churches with attendant educational and recreational buildings, public and private middle and high schools, parks, public utility and service structures, guest cottages, subdivision sewage treatment and water plants, assisted living facilities, and communication towers.
Minimum Lot Size	43,560 sq. ft.	11,700 sq. ft.

COMPATIBILITY WITH SURROUNDING PROPERTIES

The surrounding area has the Low Density Residential Future Land Use designation and is assigned the A-1, R-1A, or R-1AA zoning classification. The proposed zoning district requires a minimum lot size of 11,700 square feet and a minimum width at the building line of 90 feet. The proposed development will provide transition between the higher intensity R-1A zoning to the south and west and the R-1AA zoning to the north.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM Map # 12117C0140F with an effective date of September 28, 2007, the Little Bear Lake portion of the property is Zone A and the remainder of the property is Zone X.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

Utilities:

The site is located in the Southwest Seminole County water and sewer utility service areas, and will be required to connect to public water utilities. There is an 8-inch water main on the north side of Jessica Drive. Sanitary sewer is not available to the parcel. The subject property is not in the ten year master plan for reclaimed water.

Transportation / Traffic:

The property has existing access onto Jessica Drive which is classified as a residential road and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Parks, Recreation and Open Space:

The applicant is required to provide 25% of the site in open space per Section 30.1344 of the Seminole County Land Development Code.

Buffers and Sidewalks:

The proposed development is adjacent to both residential and agricultural zoning districts; therefore, no exterior buffers are required. There is an existing 4-foot wide sidewalk along the north side of Jessica Drive.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any special district or overlay.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

- Policy FLU 2.10: Determination of Compatibility in the Low Density Residential Future Land Use Designation.
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
- Policy PUB 2.1: Public Safety Level-of-Service
- Policy POT 4.5: Potable Water Connection

INTERGOVERNMENTAL NOTIFICATION:

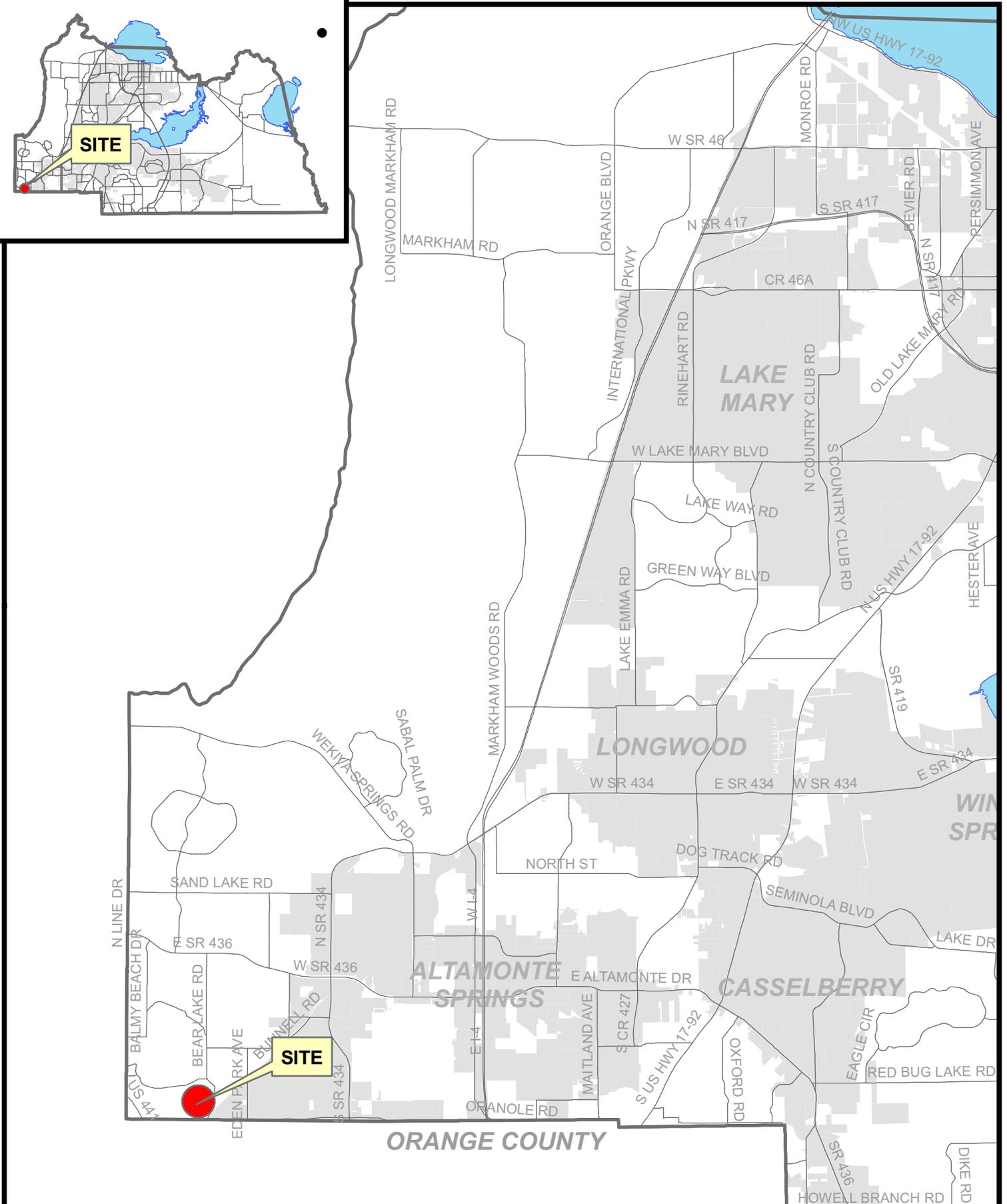
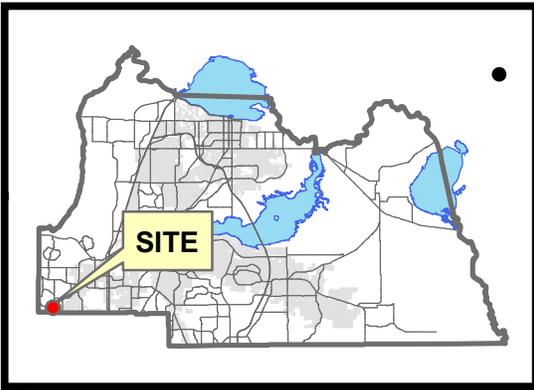
No intergovernmental notices were required for this project.

LETTERS OF SUPPORT OR OPPOSITION:

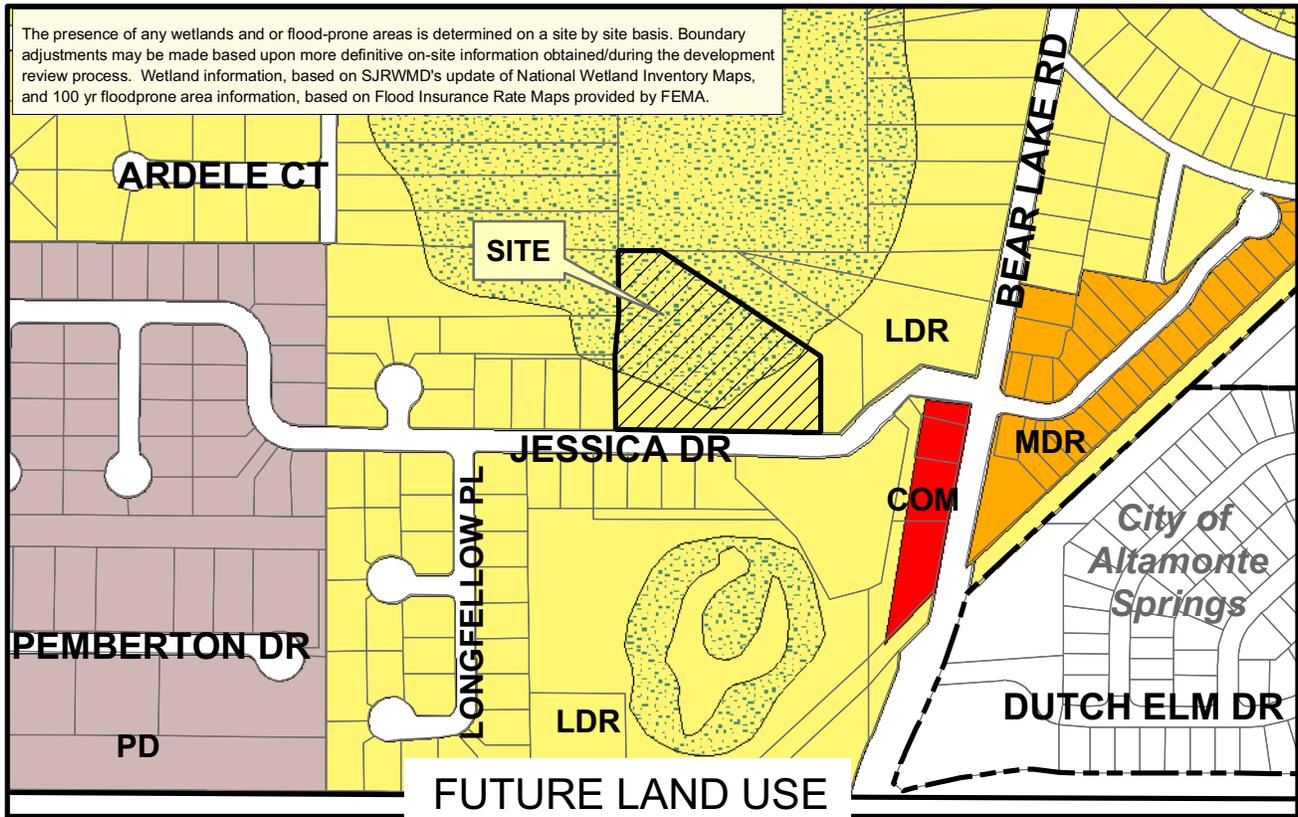
Staff has received two letters of support, which are attached.

STAFF RECOMMENDATION:

Staff recommends that the Board Approve the request to rezone 3.88 ± acres, located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road, from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling).



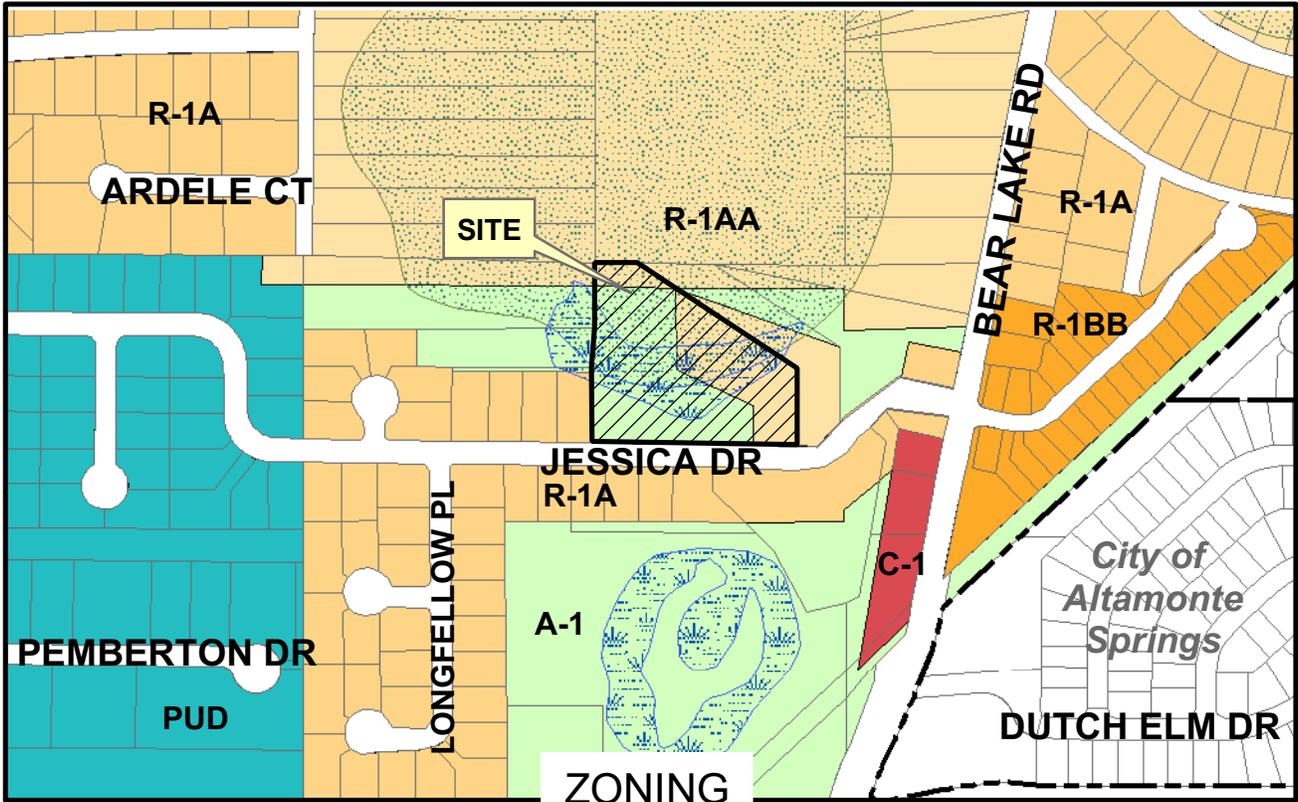
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr flood-prone area information, based on Flood Insurance Rate Maps provided by FEMA.



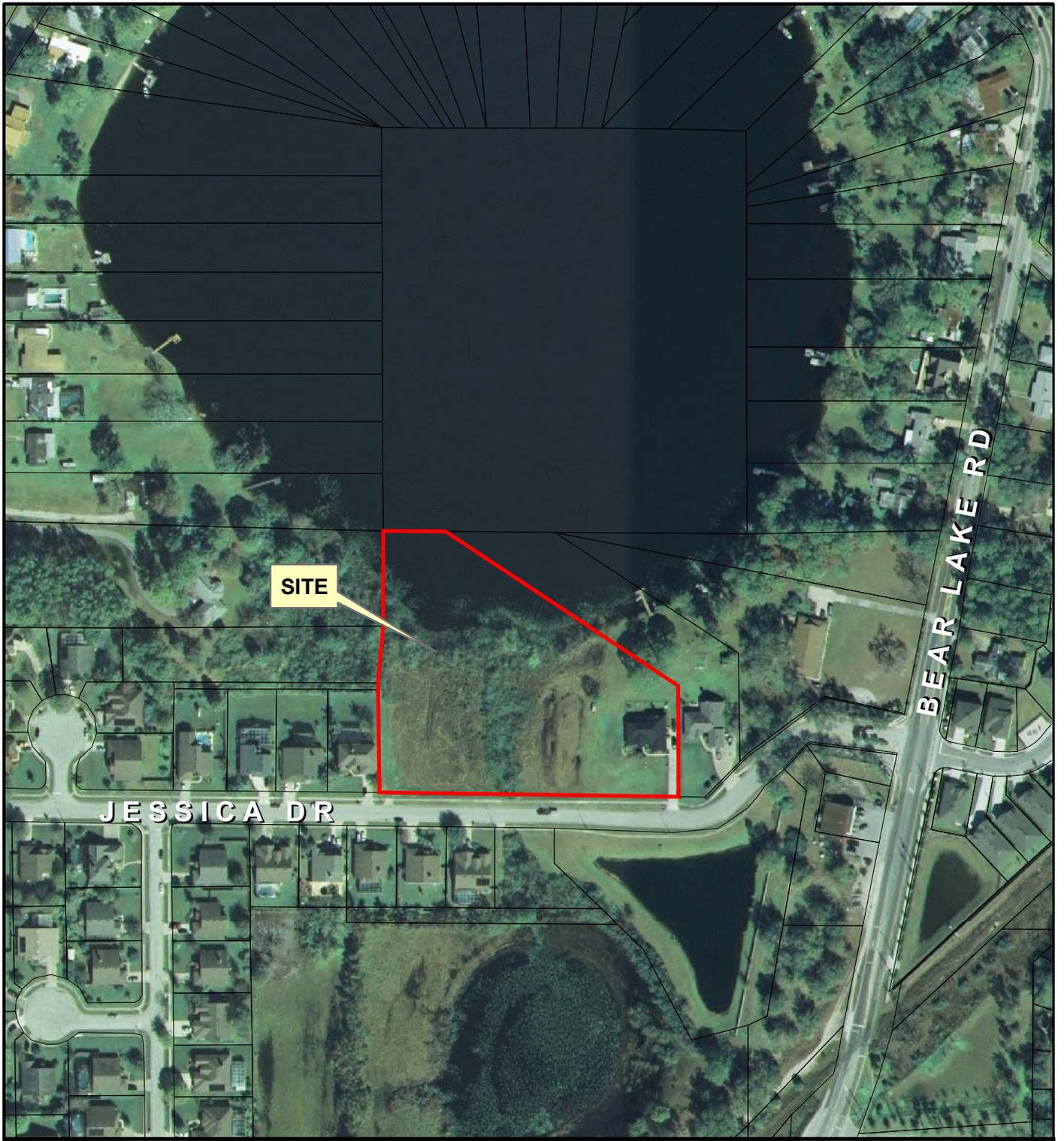
LDR
 MDR
 COM
 PD
 Site
 CONS
 Municipality

Applicant: Kimberly Bryant Bowles
 Physical STR: 19-21-29-300-010A-0000
 Gross Acres: 3.75 +/- BCC District: 3
 Existing Use: Vacant
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2008-028	A-1	R-1AA



A-1
 R-1A
 R-1AA
 R-1BB
 C-1
 PUD
 FP-1
 W-1



Rezone No: Z2008-28
From:A-1 To:R-1AA

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) AND R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION THE R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled “Jessica Drive (5960) Rezone”, dated September 23, 2008.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this

Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes.

ENACTED this 23rd day of September 2008.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

PROPOSED PARCEL "A"

THE WEST 215.00 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF LOT 42, BEAR LAKE WOODS PHASE ONE, RECORDED IN PLAT BOOK 47, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 00°46'28" E, 173.35 FEET ALONG THE EAST LINE OF SAID LOT 42 TO THE SOUTHEAST CORNER OF LOT 42, SAID SOUTHEAST CORNER LIES ON THE NORTH RIGHT OF WAY LINE OF JESSICA DRIVE; THENCE S 89°37'26" E, 493.94 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID JESSICA DRIVE; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N 00°58'51" W, 186.29 FEET; THENCE N 56°31'24" W, 479.69 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N 89°33'29" W, 96.68 FEET ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 42, BEAR LAKE WOODS PHASE ONE; THENCE S 00°46'28" E, 275.06 FEET ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 42 TO THE POINT OF BEGINNING.

PROPOSED PARCEL "B"

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 21 SOUTH, RANGE 29 EAST, SEMINOLE, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF LOT 42, BEAR LAKE WOODS PHASE ONE, RECORDED IN PLAT BOOK 47, PAGE 11 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S 00°46'28" E, 173.35 FEET ALONG THE EAST LINE OF SAID LOT 42 TO THE SOUTHEAST CORNER OF LOT 42, SAID SOUTHEAST CORNER LIES ON THE NORTH RIGHT OF WAY LINE OF JESSICA DRIVE; THENCE S 89°37'26" E, 493.94 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID JESSICA DRIVE; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE RUN N 00°58'51" W, 186.29 FEET; THENCE N 56°31'24" W, 479.69 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 19; THENCE N 89°33'29" W, 96.68 FEET ALONG SAID NORTH LINE TO THE INTERSECTION OF THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 42, BEAR LAKE WOODS PHASE ONE; THENCE S 00°46'28" E, 275.06 FEET ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF LOT 42 TO THE POINT OF BEGINNING.

LESS THE WEST 215.00 FEET THEREOF.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On September 23, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit "A".

FINDINGS OF FACT

Property Owner: Kimberly and Bryant Bowles
5960 Jessica Drive
Apopka, FL 32703

Project Name: Jessica Drive (5960) Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling) on approximately 3.88 acres, located on the north side of Jessica Drive approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road.

The Board of County Commissioners has determined that the request for rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Jessica Drive (5960) Rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-family Dwelling)" and all evidence submitted at the public hearing on September 23, 2008, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Brenda Carey, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

PROPOSED PARCEL "A"

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LESS THE WEST 215.00 FEET THEREOF.

Watkins, Austin

From: Terry [tgancarz@cfl.rr.com]
Sent: Tuesday, August 05, 2008 12:29 PM
To: Watkins, Austin
Cc: kimberbowles@cfl.rr.com
Subject: Jessica Drive (5960) Rezone

Austin,

I had hoped to be able to attend this evening's LPA meeting to support the effort to rezone the 3.88 acres from A-1 to R-1AA, but unfortunately something has come up at the last minute. I'm a resident in Bear Lake Woods, where the property is situated, and I agree with the County's position that R-1AA is more compatible with the surrounding land uses than the current A-1.

Thank you,
Terry Gancarz

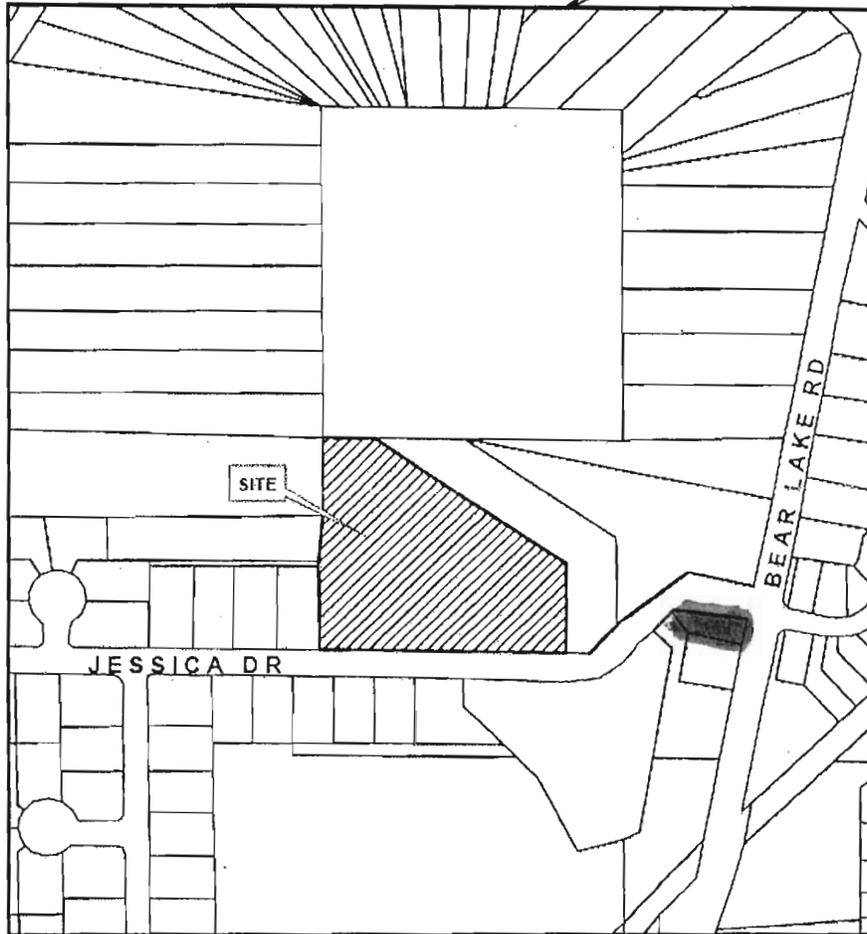
NOTICE OF PUBLIC HEARING SEMINOLE COUNTY LAND PLANNING AGENCY / PLANNING AND ZONING COMMISSION (LPA/P&Z)

This courtesy notice is being sent to you as a property owner within 300 feet (300') of the subject property depicted on the map below.

Jessica Drive (5960) Rezone; Kimberly Bowles, applicant; 3.88 ± acres; Rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1A (Single-Family Dwelling); located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road. (Z2008-28)

Commissioner Van Der Weide - District 3
Austin Watkins, Senior Planner

*7/21/08
Dick Van Der Weide
Austin Watkins
I have no objection
to this zoning.
It is fine
I own the parcel in pink.
J. Van Der Weide
A. Watkins*



PUBLIC HEARING INFORMATION	
DATE:	AUGUST 6, 2008
TIME:	7:00 P.M., or soon thereafter as possible
LOCATION:	Seminole County Services Building, 1101 East First Street, Sanford, Florida, Board Chambers (Room 1028)

The purpose of this hearing is to receive public input and make recommendations to the Seminole County Board of County Commissioners on the proposed land use change and/or rezoning which will involve change(s) to the Future Land Use Map of the Seminole County Comprehensive Plan and/or to the zoning

SEMINOLE COUNTY
APPLICATION & AFFIDAVIT

Ownership Disclosure Form

Please provide the information as requested below in accordance with Ordinance No. 07- _____:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: Kimberly Bowles
Address: 5960 Jessica Drive
Phone #: 407-448-4944

Name: Bryant Bowles
Address: 5900 Jessica Drive
Phone #: 407-448-4945

Name: _____
Address: _____
Phone #: _____

Name: _____
Address: _____
Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

Name of Corporation: _____
Officers: _____
Address: _____
Directors: _____
Address: _____
Shareholders: _____
Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____
Trustees: _____
Address: _____

Beneficiaries: _____
Address: _____

(Use additional sheets for more space.)

SEMINOLE COUNTY
APPLICATION AND AFFIDAVIT

4. For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____	Name of Partnership: _____
Principal: _____	Principal: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

7/2/08
Date _____

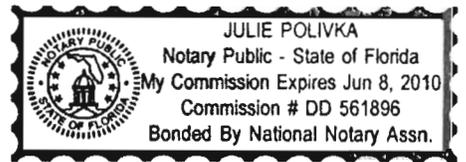
[Signature]
Owner, Agent, Applicant Signature _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me this 2 day of JULY, 2008 by KIMBERLY BOWLES

[Signature]
Signature of Notary Public

Julie Polivka
Print, Type or Stamp Name of Notary Public



Personally Known X OR Produced Identification _____
Type of Identification Produced _____

For Use by Planning & Development Staff	
Date: _____	Application Number: _____



Seminole County Public Schools School Impact Analysis School Capacity Determination

To: Kimberly Bowles, Applicant
Seminole County Board of County Commissioners

From: Michael Rigby, AICP, Facilities Planner, Seminole County Public Schools

Date: May 21, 2008

RE: 5960 Jessica Dr Rezone

Seminole County Public Schools (SCPS), in reviewing the above request, has determined that if approved, the new FULM designation and/or zoning will have the effect of increasing residential density, and as a result generate additional school age children.

Description – The project is located on +/-3.88 acres at 5960 Jessica Drive in unincorporated Seminole County. The applicant is requesting a rezone to R-1AA and seeks approval to construct residential project containing approximately 1 additional single family dwelling unit.

Parcel ID #: 19-21-29-3000-10A-0000.

Based on information received from Planning and from the application for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Type	Concurrency Service Area	Enrollment	Capacity	Students Generated by Project	Programmed 3 Year Additions	Reserved Capacity	Remaining Capacity
Elementary	E-8	4297	3899	0	896	5	493
Middle	M-2	3739	3950	0	0	3	208
High	H-2	5388	5470	0	88	4	166

Comments:

The students generated at the three CSA levels would at this point be able to be accommodated without exceeding the adopted levels of service (LOS) for each school type. The planned expansions/additions in the current five-year capital plan would provide additional student capacity to relieve the affected schools.

Review and evaluations performed on proposed future land use changes and rezones, unplatted parcels, or projects that have not received final approval do not guarantee that the developments subject to this declaration are exempt from the school concurrency requirement, which is effective as of January 1, 2008. Changes in enrollment, any newly platted developments, and any subsequent final development approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements based on future conditions.

Terms and Definitions.

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

Concurrency Service Area (CSA): A geographic unit promulgated by the School Board and adopted by local governments within which the level of service is measured when an application for residential development is reviewed for school concurrency purposes.

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Full Time Equivalent (FTE): A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Level of Service Standard (LOS): A standard or condition established to measure utilization within a concurrency service area. Current Level of Service is determined by the sum of the FTE student count at the same type of schools within a concurrency service area, divided by the sum of the permanent FISH capacity of the same type of schools within a concurrency service area. Projected or future Level of Service is determined by the sum of the projected COFTE enrollments at the same type of schools within a concurrency service area, divided by the sum of the planned permanent FISH capacity of the same type of schools within a concurrency service area."

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Reserved Capacity: School capacity that is assigned to a proposed project once it has received a final development approval for the project's development application.

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Students Resulting from Recently Approved Developments is the sum of students generated from residential developments receiving plats or final approved site plans since the January 1, 2008 implantation date for school concurrency. Student enrollment changes due to existing housing are excluded from these totals.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
AUGUST 6, 2008**

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Kim Day, Melanie Chase, Ben Tucker and Rob Wolf.

Member absent: None.

Also present: Alison Stettner, Planning Manager; Tina Williamson, Assistant Planning Manager; Austin Watkins, Senior Planner, Jeffrey Hopper, Senior Planner, Lee Schaffer, Principal Engineer, Development Review and Connie R. DeVasto, Clerk to the Commission.

B. Jessica Drive (5960) Rezone; Kimberly Bowles, applicant; 3.88 ± acres; Rezone from A-1 (Agriculture) and R-1AA (Single-family Dwelling) to R-1AA (Single-Family Dwelling); located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road. (Z2008-28)

Commissioner Van Der Weide - District 3
Austin Watkins, Senior Planner

Austin Watkins stated that Staff had received two letter of support for this request and those letters were passed out to the Commission prior to the start of the meeting. Mr. Watkins further stated that this is a request to rezone approximately 3.88± acres from A-1 (Agriculture) and R-1AA (Single-Family Dwelling) to R-1AA (Single-Family Dwelling) located on the north side of Jessica Drive, approximately 500 feet west of the intersection of Jessica Drive and Bear Lake Road.

Mr. Watkins also stated that the R-1AA (Single-Family Dwelling) district requires a minimum lot size of 11,700 square feet and a minimum width at the building line of 90 feet. The Future Land Use designation of the subject property is Low Density Residential (LDR), which allows the requested zoning district. The subject property is assigned the A-1 and R-1AA zoning classification and this request is to rezone the entire property to the R-1AA zoning classification.

Mr. Watkins further stated that the Seminole County Land Development Code (LDC) requires the application of the Weighted Method for Determining Single-Family Residential Compatibility in the Low Density Residential future land use designation.

Staff conducted the lot size compatibility analysis, as required by Section 30.1383 of the Land Development Code and Future Land Use Policy 2.10, and determined that the analysis supports the requested R-1AA zoning classification and therefore recommends approval of this request.

The Applicant, Kimberly Bowles, was present and available for any questions.

No one from the audience spoke in favor or opposition of this request.

Commissioner Eismann made a motion to recommend approval of this request.

Commissioner Wolf seconded the motion.

The motion passed unanimously 7 – 0.