

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, SEPTEMBER 25, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Commending Colleen Rotella for her 21 years of service to Seminole County and its citizens.
2. **Presentation** - Seminole County Heroes Memorial to honor our military personnel, law enforcement officers and firefighters from Seminole County who have died in the line of duty.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 3 - 24)**

Administrative Services

Purchasing and Contracts

3. Approve Amendment #2 to M-0232-05/BLH with Motorola, Inc. of Schaumburg, Illinois, to add the cost of maintenance coverage for additional communication equipment and increase the annual Fixed Fee amount of the Agreement by \$37,180.00 for the period of December 1, 2006 through September 30, 2007, for a total revised Agreement amount of \$401,956.00. For the period of October 1, 2007 through September 30, 2008, approve the annual Fixed Fee amount of \$396,025.50 which reflects a deduction for software support. (Ray Hooper)
4. Award CC-2059-07/LKR in the amount of \$3,910,167.70 to Expertech Network Installation, Inc. of Plantation, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of Markham Woods Road Utilities Phase II. (Ray Hooper)
5. Approve the ranking list and authorize rate negotiations for PS-2108-07/VFT- Master Agreement for Design Services for Pedestrian Tunnel at Lake Mary Blvd/International Parkway with Reynolds, Smith & Hills, Inc. of Orlando, Florida (Not to exceed \$400,000.00 over the term of the Agreement). (Ray Hooper)

6. Approve the Purchase Order revision with Mary Brodeur Hope to provide additional close-out services for the County's FEMA Reimbursement related to Hurricanes Charley, Frances and Jeanne (An increase of \$60,000.00 is requested to complete the close-out process which will bring the revised total amount to \$109,975.00). (Ray Hooper)

Risk Management

7. Approve and authorize renewal of the County's Workers' Compensation, Property and Liability insurance effective 10/01/07 - 01/01/09. (Frank Raymond)
8. Approve Addendum Number IV to the Third Party Administrator (TPA) agreement with Johns Eastern Co., Inc. for the period of 10/01/07 through 09/30/08 and authorize the Chairman to execute the agreement in the amount of \$111,425. (Toni Udo)

Community Services

Administration - Community Services

9. Approve and authorize the Chairman to execute the Fifth Renewal to the Volusia County Interlocal Agreement for provision of Medical Examiner Services for Seminole County, Florida. (Dr. David Medley)
10. Approve and authorize the Chairman to execute the contract between the State of Florida Department of Health and Seminole County FY 2007/2008 in the amount of \$1,017,893.00. (David Medley)
11. Adopt and authorize the Chairman to execute a resolution increasing fees and establishing revisions to Section 20.26 of the Seminole County Administrative Code. (Dr. David Medley)

Community Assistance

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

Environmental Services

Business Office

13. Approve and authorize the Chairman to execute the Assignment and Amendment of Conditional Utility Agreements for Water and Sewer Services for the project known as Savannah Park. District 5 - Carey (Bob Briggs)
14. Approve and authorize the Chairman to execute the City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement. District 2 - McLean (Bob Briggs)

Fiscal Services

Administration - Fiscal Services

15. Approve to submit a grant application to General Mills Sales, Inc., requesting \$15,000 through their Hamburger Helper - Hometown Helper Grant Program for enhancements to the Ed Yarborough Nature Center; and authorize the County Manager to execute supporting documents.
District 2 - McLean (Jennifer Bero)

Budget

16. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-91 to the Water and Sewer Operating Fund in the amount of \$67,000 to provide additional funding for credit card fees. (Lin Polk)

MSBU

17. Authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance. (Kathy Moore)

Leisure Services

Natural Lands

18. Approve and authorize the Chairman to execute the Natural Lands Resolution of Uses as directed in Part 4, Chapter 190 of the Seminole County Code. (Jim Duby)

Parks and Recreation

19. Approve and authorize the Chairman to execute the Non-Exclusive Lease agreement with Seminole Baseball, Inc for the rights to the baseball facilities at Soldiers Creek Park effective September 30, 2007 with lease terms as outlined in the agreement.
District 2 - McLean (Joe Gasparini)

Planning and Development

Development Review

20. Approve and authorize the Chairman to execute the minor plat for Dollard Enterprises on 4.325 acres located on Vihlen Road, west of Upsala Road, in Section 33, Township 19 S, Range 30 E (Robert Dollard, applicant). District 5 - Carey (Alan Willis)
21. Authorize the release of Performance Bond #08773999 in the amount of \$529,559.82 for Devon Place subdivision located on the south side of Wilshire Blvd., approximately 1/4 mile south of SR 436, in Section 20, Township 21 S, and Range 30 E (Ryland Homes, applicant).
District 4 - Henley (Cynthia Sweet)

Public Works
Engineering

22. Approve and authorize the Chairman to execute nineteen (19) Perpetual Stormwater Easements and one (1) Temporary Construction Easement for the Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake. District 3 - Van Der Weide (Jerry McCollum)

23. Approve and authorize the Chairman to execute a First Amendment to the Agreement (Contract #S1433AA) between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility, Phase I Project to extend the date of completion to August 18, 2009. District 5 - Carey (Jerry McCollum)

24. Adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard. Approve and authorize the Chairman to execute a Memorandum of Agreement with the Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, to establish an interest-bearing escrow account to provide funds for work performed on the project. Authorize issuance of a check in the amount of \$7,000,000 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2007. Authorize issuance of a check in the amount of \$16,435,000 from funds in the County's 2008/2009 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2008.
District 1 - Dallari, District 2 - McLean ,
District 4 - Henley (Jerry McCollum, P.E., County Engineer)

- **County Attorney's Consent Agenda (Items No. 25 - 27)**

County Attorney's Office

Litigation

25. **Dennis R. Ely Property** - Approval of the proposed negotiated settlement relating to Parcel Number 104, County Road 15 road improvement project. The proposed settlement is at the total sum of \$108,000.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge John D. Galluzzo. District 5 - Carey (Bob McMillan)

26. **Richards Property** - Approval of proposed settlement relating to Parcel Number 124C on the Bunnell Road improvement project. The proposed settlement is at the sum of \$32,394.00 inclusive of all land value, improvements, cost to cure, severance damage, statutory interest, total statutory attorney's fees, expert fees and cost reimbursements. Judge John D. Galluzzo.
District 5 - Carey (Bob McMillan)

Property Acquisition

27. **Adopt Resolution** - rescinding previous resolutions relating to major road improvement projects for which acquisition is complete. Before acquiring property, authority is obtained from the Board of County Commissioners by resolutions. All property needed for the projects listed in this Resolution were acquired through donations, purchase agreements or litigation. Adoption of this Resolution is requested in order to clear title for all property not needed by the County for the respective projects listed in the previously adopted resolutions.
(Bob McMillan)

- **Constitutional Officers Consent Agenda (Items No. 28 - 28)**

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

28. Approval of Expenditure List dated August 27, 2007; Approval of Payroll List dated August 23, 2007; Approval of BCC Official Minutes dated August 28, 2007. (Dave Godwin)

Regular Agenda

29. **Heroes Memorial Update** - Staff is seeking direction from the Board regarding the following items for the Heroes Memorial (Law Enforcement, Fire Fighters, and Veterans): Identification of the proposed location for the memorial; Authorization to prepare and advertise a request-for-proposal (RFP) for design services; Authorization to utilize funds from the \$300,000 currently budgeted in the General Fund for the design phase. (Cindy Coto)
30. **Shane Kelly Park** - Approve and authorize the Chairman to execute the revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement as proposed by the City.
District 1 - Dallari (Don Fisher)
31. **Investment Banking Services** - Review the qualification submittals and Qualification Committee's comments for RFQ-600187-07/TLR – Investment Banking Services; select pre-qualified investment banking firms. (Ray Hooper)

County Manager's Briefing

32. **Task Force on Aging Final Report** - Staff is seeking direction from the Board of County Commissioners regarding recommendations presented by the Task Force on Aging.
(Dr. David Medley, Laura Capp)
33. **Update FY2007/08 and FY2008/09 Tentative Budget** - Board discussion, confirmation and direction as required based on staff update regarding the FY2007/08 and FY2008/09 Tentative Budget.
(Lisa Spriggs)

County Attorney's Briefing

- **Recess BCC Meeting until 1:30 P.M.**
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- **Reconvene BCC Meeting at 1:30 P.M.**
 - **Public Hearing Agenda**
 - **Accept Proof of Publication**
 - **Chairman's Statement of Public Hearing Rules and Procedures**

Public Hearings

34. **(Continued From 8/28/2007) Right-of-Way Vacate** - Vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E subject to dedication of a ten foot drainage easement. District 5 - Carey (Brian M. Walker)
35. **MSBU** - Approve an ordinance establishing Lake Myrtle Restoration Municipal Service Benefit Unit.
District 4 - Henley (Kathy Moore)
36. **(Applicant is requestig that the item be withdrawn at this time) Rezone** - from RP (Residential Professional) to OP (Office) on 0.47 +/- acres, located on the corner of State Road 436 and Avery Lane, based on staff findings and authorize the Chairman to execute the rezone ordinance and approve Development Order (Mostafa Howeedy, applicant).
District 3 - Van Der Weide (Herman Wright)
37. **Amendment to Land Development Code** - An Ordinance amending the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District.
(Jeff Hopper)

38. **Appeal** - Board of Adjustment decision to overturn the decision of the Planning Manager regarding denial of a camouflage communication tower determination in the PUD (Planned Unit Development) zoning district. District 1 - Dallari (Tina Williamson)
 39. **Small Scale Land Use Amendment** - from SE (Suburban Estates) to PD (Planned Development) and enact an ordinance for a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 4.25± acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard, and approve the attached Preliminary Master Plan and Development Order (Rob Wassum, applicant). District 5 - Carey (Ian Sikonia)
 40. **Flood Prone Properties** - Approve the proposed ordinance updating the Flood Prone Properties standards. (Tom Helle)
- **Recess BCC Meeting until 7:00 P.M.**

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- **Reconvene BCC Meeting at 7:00 P.M.**
 - **Public Hearing Agenda**
 - **Accept Proof of Publication**
 - **Chairman's Statement of Public Hearing Rules and Procedures**

Public Hearings

41. **Final Public Hearing to Adopt the FY2007/08 Millage Rates and Budget** - Approve the millage rates as read and adopt Millage Levy Resolution for fiscal year 2007/08; and adopt the Budget Resolution for fiscal year 2007/08. (Lisa Spriggs)
- **Chairman's Report**
 - **District Commissioner's Report - 3, 4, 5, 1 and 2**
 - **Committee Report**
 - **County Manager's Report**
 - **County Attorney's Report**
 - **Items For Future Agenda - Commission, Staff or Citizens**

Adjourn BCC Meeting

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

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

RESOLUTION

**THE BOARD OF COUNTY COMMISSIONERS ADOPTED
THE FOLLOWING RESOLUTION AT THEIR REGULAR
MEETING ON THE 25th DAY OF SEPTEMBER, A.D., 2007.**

WHEREAS, Colleen Rotella has faithfully served Seminole County and its citizens with the highest level of integrity, professionalism, expertise, and commitment for twenty-one years; and

WHEREAS, Colleen began her service to the citizens of Seminole County as a Planner in the Planning and Development Department in 1986; and

WHEREAS, in 1987 Colleen was promoted to Senior Planner and Principal Planner and was Project Manager to develop the County's first ordinances to protect the Wekiva and Econlochhatchee Outstanding Florida Waters; and

WHEREAS, Colleen designed and administered the County's Natural Lands Program which has been state recognized and preserved more than 6,000 acres of environmentally significant lands for future generations; and

WHEREAS, in 1996, Colleen directed the development of the first countywide master plan for greenways and trails in the State of Florida and was Project Manager over the County's first multi-use recreational trail; and

WHEREAS, Colleen was designated Community Resources Manager in 2001 providing leadership to the County's Natural Lands, Community Development and Addressing, Cartographics, GIS and Imaging programs; and

WHEREAS, in 2007, Colleen was designated as the County's first Director for the Business Innovation and Technology Services Department providing new leadership and direction to integrated business needs with countywide technology solutions; and

WHEREAS, in 21 years of service, Colleen has directed or assisted in many innovative initiatives which benefit the County and its residents, including securing more than 30 million dollars in competitive grants for community development, land acquisition and planning, the County's first one-stop Customer Resource Center and integrating business process improvement as a means to increase efficiency in County operations and service to the customer; and

WHEREAS, the Board of County Commissioners wishes to commend Colleen Rotella on behalf of County staff and the citizens of Seminole County, Florida, and desires to acknowledge her twenty-one years of conscientious and faithful service.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole, and that this Resolution be presented to Colleen Rotella with sincerest best wishes and in deep appreciation and recognition of her service to the citizens of Seminole County.

ADOPTED, this 25th day of September, A.D. 2007.

ATTEST:

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

Carlton D. Henley, Chairman
Board of County Commissioners

PRESENTATION

Seminole County Heroes Memorial –
A community effort is underway to raise public funds for a “Heroes Memorial” to honor our military personnel, law enforcement officers and firefighters from Seminole County who have died in the line of duty.

Presented by:

Commissioner Dick Van Der Weide

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment #2 to M-0232-05/BLH - Maintenance Agreement for County-wide Communications System

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Approve Amendment #2 to M-0232-05/BLH with Motorola, Inc. of Schaumburg, Illinois, to add the cost of maintenance coverage for additional communication equipment and increase the annual Fixed Fee amount of the Agreement by \$37,180.00 for the period of December 1, 2006 through September 30, 2007, for a total revised Agreement amount of \$401,956.00. For the period of October 1, 2007 through September 30, 2008, approve the annual Fixed Fee amount of \$396,025.50 which reflects a deduction for software support.

County-wide

Ray Hooper

BACKGROUND:

M-0232-05/BLH provides annual maintenance coverage, the service plan and other support services for the County-wide communication system. The term of the Agreement is one year with five one-year renewal options at the County's discretion, and the Second Renewal period begins on October 1, 2007.

Amendment #2 will provide for the annual maintenance coverage on additional equipment purchased through Grant funds following a briefing to the Board on July 13, 2004. The Business Innovation and Technology Services (BITS) Department has been operating under the assumption that this new equipment was under warranty. Recently, staff conducted an audit for the consolidation of the County's communication system equipment and determined that warranty coverage for this additional equipment had expired on its own terms. Motorola, Inc. has provided the County with maintenance coverage for the additional equipment since December 2006, and the cost to provide these additional support services was \$3,718.00 per month.

Amendment #2 will provide funding for the cost of the additional maintenance coverage during the period from December 1, 2006 through September 30, 2007. Amendment #2 will provide for an increase to the Agreement in the amount of \$37,180.00 for the additional maintenance coverage, for a total annual Fixed Fee amount of \$401,956.00.

The following is the summary of the annual cost of the Agreement for Fiscal Year 06/07:

Original Agreement	\$364,776.00	
Amendment #1	0.00	(Added original equipment list)
Amendment #2	<u>37,180.00</u>	(Additional equipment coverage)
Total Agreement	\$401,956.00	

For the fiscal year 07/08, the cost of the additional equipment coverage over the entire twelve month period is \$44,616.00. In addition, the BITS Department has determined that software support can be deleted for system coverage, which has resulted in an annual reduction of \$13,366.50. Amendment #2 will also provide for a revised annual Fixed Fee amount \$396,025.50 for the period from October 1, 2007 through September 30, 2008.

The following is the summary of the annual cost of the Agreement for Fiscal Year 07/08:

Original Agreement	\$364,776.00	
Amendment #1	0.00	(Added original equipment list)
Amendment #2	44,616.00	(12 month coverage for additional equipment)
	<u>-13,366.50</u>	(Deletion of Software Support)
Revised Total Agreement	\$396,025.50	

The back up documentation includes an email from Motorola, Inc. that acknowledges the aforementioned revisions to the Agreement through Amendment #2. This is a budgeted service, and funds are available in Telecommunications - Repairs and Maintenance (Account #140200.530460).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Amendment #2 to M-0232-05/BLH with Motorola, Inc. of Schaumburg, Illinois, to add the cost of maintenance coverage for additional communication equipment and increase the annual Fixed Fee amount of the Agreement by \$37,180.00 for the period of December 1, 2006 through September 30, 2007, for a total revised Agreement amount of \$401,956.00. For the period of October 1, 2007 through September 30, 2008, approve the annual Fixed Fee amount of \$396,025.50 which reflects a deduction for software support.

ATTACHMENTS:

1. M-232-05_B LH Amendment 2 with Motorola, Inc.
2. M-232-05_B LH Amendment 2 Back Up Documentation
3. Motorola Service Agreement for Second Renewal Period

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**SECOND AMENDMENT TO MAINTENANCE AGREEMENT
FOR COUNTY-WIDE COMMUNICATIONS SYSTEM
(M-232-05/BLH)**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into January 12, 2006, as amended December 11, 2006, between **MOTOROLA, INC.**, whose address is 1301 East Algonquin Avenue, Schaumburg, Illinois 60196, hereinafter referred to as "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 12, 2006, as amended December 11, 2006, for maintenance for the county-wide communication system; and

WHEREAS, the parties desire to amend the Agreement so as to add additional equipment and funds to the original Agreement; and

WHEREAS, Section 30 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Exhibit "A" of the Agreement is amended by the addition of the equipment as listed in Attachment A, attached hereto, as required under Section 1(d) of the Agreement.

2. Section 4(a), Compensation, of the Agreement is amended to read as follows:

SECTION 4. COMPENSATION.

(a) During the fiscal year of October 1, 2006 through September

30, 2007, COUNTY hereby agrees to compensate CONTRACTOR for the complete performance of its obligation to provide maintenance and service to COUNTY the sum of FOUR HUNDRED ONE THOUSAND NINE HUNDRED FIFTY-SIX AND NO/100 DOLLARS (\$401,956.00).

(b) During the fiscal year of October 1, 2007 through September 30, 2008, COUNTY hereby agrees to compensate CONTRACTOR for the complete performance of its obligation to provide maintenance and service to COUNTY the sum of THREE HUNDRED NINETY SIX THOUSAND TWENTY-FIVE AND 50/100 DOLLARS (\$396,025.50).

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

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

ATTEST:

JUDITH H. JEAN-PIERRE
Assistant Secretary

(CORPORATE SEAL)



MOTOROLA, INC.

ROBERT C. WARTMANN
Director of Sales

Date: _____

ATTEST:

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

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

Attachment:

Attachment A - Equipment List

AEC:jjr
8/1/07; 9/10/07
P:\Users\jroyal\Purchasing 2007\Agreements\M-232-05-BLH-2nd Amd.doc

ATTACHMENT (A)

Discription	Trunking Type	Serial #	BCC #	Tower Site Location
Quantar Base 821Mhz	Analog Trunking	488CHF0120	06743	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0121	06744	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0122	06746	FIVE POINTS
Quantar Base 821Mhz	Analog Trunking	488CHF0123	06746	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0124	06747	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0125	06748	FOREST CITY
Quantar Base 821Mhz	Analog Trunking	488CHF0126	06749	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0127	06750	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0128	06751	PAYOLA
Quantar Base 821Mhz	Analog Trunking	488CHF0129	06752	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0130	06753	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0131	06754	GENEVA
Quantar Base 821Mhz	Analog Trunking	488CHF0132	06755	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0133	06756	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0134	06757	CHULUOTA
Quantar Base 821Mhz	Analog Trunking	488CHF0135	06758	OVIEDO
Quantar Base 821Mhz	Analog Trunking	488CHF0136	06759	OVIEDO
Quantar Base 821Mhz	Analog Trunking	488CHF0137	06760	OVIEDO
Quantar Base VHF	Analog Trunking	488CHF0138	06761	FIVE POINTS
Quantar Base VHF	Analog Trunking	488CHF0139	06762	GENEVA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2049	06763	FIVE POINTS
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2050	06764	FOREST CITY
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2051	06765	PAYOLA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2052	06766	GENEVA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2053	06767	CHULUOTA
Quantar Base 821Mhz P25	Astro Digital Trunking	509CHF2054	06768	OVIEDO
Astro-Tac 3000	Digital Voting Comparator	525CHF0162	06769	FIVE POINTS
Astro-Tac 3000	Digital Voting Comparator	525CHF0163	06770	FIVE POINTS
Multicoupler		65603-C3	N/A	FOREST CITY
Multicoupler		65603-C6	N/A	PAOLA
Multicoupler		65603-C1	N/A	GENEVA
Multicoupler		65603-C2	N/A	CHULUOTA
Multicoupler		62603-C4	N/A	FIVE POINTS
Multicoupler		65603-C5	N/A	SPARE
Combiner	800 MHz	65603-B4	06576	FOREST CITY
Combiner	800 MHz	65603-B4	06578	PAOLA

Combiner	800 MHz	65603-B3	06575	GENEVA
Combiner	800 MHz	65603-B2	06574	CHULUOTA
Combiner	800 MHz	65603-B5	06577	OVIEDO
Combiner	800 MHz	65603-B1	06573	FIVE POINTS
Combiner	VHF	10688-694-1	06571	GENEVA
Combiner	VHF	10688-694-2	06572	FIVE POINTS
Channel Bank	Remote		06727	FOREST CITY
Channel Bank	Remote		06728	PAOLA
Channel Bank	Remote		06729	GENEVA
Channel Bank	Remote		06732	CHULUOTA
Channel Bank	Remote		06723	OVIEDO
Channel Bank	Prime Forest City		06725	FIVE POINTS
Channel Bank	Prime Paola		06726	FIVE POINTS
Channel Bank	Prime Geneva		06733	FIVE POINTS
Channel Bank	Prime Chuluota		06730	FIVE POINTS
Channel Bank	Prime Oviedo		06731	FIVE POINTS
Channel Bank	Prime Loop Back		06724	FIVE POINTS
DigiTac	FL MA RPTR 800	424CTU0004	OC903520	FIVE POINTS
DigiTac	MA TAC 2	424CTU0049	OC903519	FIVE POINTS
DigiTac	MA TAC 3	424CTU0043	OC903523	FIVE POINTS
DigiTac	MA TAC 4	424CTU0048	OC903521	FIVE POINTS
DigiTac	FL MA VHF	424CTU0045	OC903522	FIVE POINTS
Convex Audio Panels	800MHz	N/A	N/A	FIVE POINTS
Convex Audio Panels	VHF	N/A	N/A	GENEVA
USCI Shelf with 5 cards	800MHz	N/A	N/A	FIVE POINTS

From: Rowe James-C41018 [james.rowe@motorola.com]
Sent: Friday, September 07, 2007 9:08 AM
To: Oliveras, Tommy
Cc: Shemwell David-CDSC09; Cordova Alex-C12255; Taylor, John; Hunter, Bob; Reed, Diane
Subject: RE: Seminole Contract
Tommy,

You are correct.

Regards,

Jim Rowe Jr.
Service Business Development Manager
Motorola, Inc.
1064 Greenwood Blvd Suite #400
Lake Mary, FL 32746-5418

407-690-0591 Cell
407-562-3991 Main Office
407-323-2472 Home Office
407-562-3991 Fax Office
james.rowe@motorola.com

From: Oliveras, Tommy [mailto:toliveras@seminolecountyfl.gov]
Sent: Friday, September 07, 2007 9:05 AM
To: Rowe James-C41018
Cc: Shemwell David-CDSC09; Cordova Alex-C12255; Taylor, John; Hunter, Bob; Reed, Diane
Subject: RE: Seminole Contract

Jim,

Good morning, please double check your notes from yesterday's conference call. According to what I recall this year's number end up being \$401,956.00 and not the \$409,392.00. Next year's renewal is correct as per the conference call yesterday \$ 396,025.50.

The remote site equipment will have to be discussed in the 2008~2009 year renewal. I do not think that we can get their this coming year, I will have to assume a risk based on the current economical concerns that our county and Florida as a whole could potentially be facing this coming calendar year.

regards

*Tommy Oliveras, CPM
Program Manager, Business Innovation & Technology Services
Seminole County Government
407.665.0311 (office)
407.665.1027 (fax)*

From: Rowe James-C41018 [mailto:james.rowe@motorola.com]
Sent: Thursday, September 06, 2007 6:04 PM
To: Oliveras, Tommy
Cc: Shemwell David-CDSC09; Cordova Alex-C12255
Subject: Seminole Contract

Tommy,

For the current contract Oct 2006- Sept 2007 your annual contract is \$409,392.00 (RMAC Equipment Increase)

For the renewal contract Oct 2007- Oct 2008 will be \$396,025.50 (Removal of PMDC Software from contract)

Note #1 The Oct 2007- Sept 2008 renewal does not include the remote site equipment coming off warranty.

If you have any questions please call my cell phone.

Regards,

Jim Rowe Jr.
Service Business Development Manager
Motorola, Inc.
1064 Greenwood Blvd Suite #400
Lake Mary, FL 32746-5418

407-690-0591 Cell
407-562-3991 Main Office
407-323-2472 Home Office
407-562-3991 Fax Office
james.rowe@motorola.com

-****Florida has a very broad Public Records Law. Virtually all written communications to or from State and Local Officials and employees are public records available to the public and media upon request. Seminole County policy does not differentiate between personal and business emails. E-mail sent on the County system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law.****-

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SERVICE AGREEMENT

Attn: National Service Support
 1307 East Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: S00001004138
 Contract Modifier: RN03
 Supersedes Agreement(s):

Date: 09/06/2007

Company Name: Seminole County Board Of County Commissioners
 Attn: FINANCE DEPT
 Billing Address: P O Box 8080
 City, State, Zip: Sanford, FL 32772-8080
 Customer Contact: Greg Holcomb
 Phone: (407)665-5109
 Fax:

Required P.O.: No
 Customer #: 1000306218
 Bill to Tag #: 0001
 Contract Start Date: 10/01/2007
 Contract End Date: 09/30/2008
 Anniversary Day: Sep 30th
 Payment Cycle: MONTHLY
 Tax Exempt: Exempt From All Taxes
 PO #:

Qty	Model/Option	Description	Monthly Ext	Extended
1	SVC01SVC1420C	***** Recurring Services ***** SP - LOCAL INFRASTRUCTURE REPAIR NETWORK(S)	\$ 15,905.23	\$ 190,862.76
1	SVC01SVC2007C	SP - ONSITE INFRASTRUCTURE RESPONSE NETWORK(S)	\$ 17,096.89	\$ 205,162.68

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	\$ 33,002.12	\$ 396,025.44
Subtotal - One-Time Event Services	\$.00	\$.00
Total	\$33,002.12	\$396,025.44
Taxes	-	-
Grand Total	\$ 33,002.12	\$ 396,025.44

Annual Pre-Pay Discount Can Be 2.4% resulting total payment of \$386,520.83

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA.

Subcontractor(s)	City	State
WIRELESS TECHNOLOGY EQUIPMENT COMPANY INC	ORLANDO	FL
WIRELESS TECHNOLOGY EQUIPMENT COMPANY INC	ORLANDO	FL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
<i>[Signature]</i>	TSM	9/11/07
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
<i>[Signature]</i>		
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2059-07/LKR Markham Woods Road Utilities Phase II

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Lisa Riner

EXT: 7113

MOTION/RECOMMENDATION:

Award CC-2059-07/LKR in the amount of \$3,910,167.70 to Expertech Network Installation, Inc. of Plantation, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of Markham Woods Road Utilities Phase II.

County-wide

Ray Hooper

BACKGROUND:

CC-2059-07/LKR will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of approximately 7,300 linear feet of water main ranging from 6 inches to 12 inches in diameter, approximately 12,830 linear feet of reclaimed water ranging from 4 inches to 24 inches, and approximately 12,000 feet of 12-inch PVC sanitary force main. In addition, project scope will include 12,450 linear feet of 2-inch fiber optic cable, pull rope boxes, fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and any incidentals necessary to provide a complete and working installation, ready for operation. The Contractor shall perform installation by means of open cut construction methods.

The project was publicly advertised and the County received seven (7) bids, of which five (5) bids were determined to be responsive. The Review Committee, consisting of Dennis Westrick, PEI Manager; Carol Hunter, Principal Engineer; Brad Stroppel, Senior Engineer; and Mike Harber, Senior Engineer, all from Environmental Services, reviewed the responses. Consideration was given to bid price, experience, qualifications and the results of reference checks.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Expertech Network Installation, Inc. of Plantation, Florida, in the amount of \$3,910,167.70. The completion time for this project is three hundred fifty-four (354) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Bid Tabulation.

This is a budgeted project and funds are available in the account line Water and Sewer Bonds, Series 20 - WS/Markham Woods Road Reclaimed (40105.169100, CIP #00182301) and Connection Fees/Water - Markham Woods Road Water Main (40102.169100, CIP #00193101).

STAFF RECOMMENDATION:

Staff recommends the Board award CC-2059-07/LKR in the amount of \$3,910,167.70 to Expertech Network Installation, Inc. of Plantation, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of Markham Woods Road Utilities Phase II.

ATTACHMENTS:

1. CC-2059-07/LKR Agenda Backup
2. CC-2059-07/LKR Award Agreement to Expertech Network Installation Inc

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

BID NUMBER: CC-2059-07/LKR
PROJECT TITLE: Markham Woods Road Utilities Ph II
BID DUE DATE: July 25, 2007 at 2:00 P.M. Eastern

**QUALIFICATION
OPENING DATE:** July 26, 2007 at 10:00 A.M Eastern

**BID OPENING
DATE:** July 27, 2007 at 2:00 P.M. Eastern

PAGE: 1 of 2

ITEM DESCRIPTION	Response #1	Response #2	Response #3	Response #4
	AJC Construction, LLC 8046A Presidents Drive Orlando, FL 32809 Alexander Caputo 407-855-5572 (Phone) 407-855-4922 (Fax)	Akerman Construction Co, Inc. 2915 State Hwy 74 South Purcell, OK 73080 Steve Akerman 405-527-1232 (Phone) 405-527-0192 (Fax)	American Persian Engineers & Constructors, Inc. 4436 Old Winter Garden Rd. Orlando, FL 32811 Majid Fouladi 407-522-0530 (Phone) 407-532-8332 (Fax)	Danella National, Inc. 1001 W. Cypress Creek Rd. Suite 300 Ft. Lauderdale, FL 33309 Tom Bass 954-691-1720 (Phone) 954-691-1719 (Fax)
TOTAL AMOUNT OF BID	\$5,762,000.00	\$5,360,061.00	\$4,980,945.00	\$4,474,684.50
Acknowledge addenda 1-7			Yes	Yes
Bid bond			Yes	Yes
Trench Safety Act			Yes	Yes
Bidder Information Form			Yes	Yes
Non-Collusion Affidavit			Yes	Yes
Drug-Free Workplace Form			Yes	Yes
American w/Disabilities Act			Yes	Yes
Qualification Review			Satisfactory	Satisfactory

Non-responsive

Non-responsive

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

BID NUMBER: **CC-2059-07/LKR**

PAGE: 2 of 2

	Response #5	Response #6	Response #7
ITEM DESCRIPTION	Expertech Network Installation, Inc. 6781 West Sunrise Blvd Plantation, FL 33313 David Marinelli 954-797-4364 (Phone) 954-797-6851 (Fax)	John Carlo, Inc. 9671 Tradeport Dr. Orlando, FL 32827 Curtis A. Johnson 407-816-3503 (Phone) 407-816-3505 (Fax)	Stately Contractors, Inc. 6028 33 rd St. East Bradenton, FL 34203 Glenn P. Bower 941-756-4700 941-756-4540
TOTAL AMOUNT OF BID	\$3,910,167.70	\$4,566,681.00	\$4,002,520.00
Acknowledge addenda 1-7	Yes	Yes	Yes
Bid bond	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes
Drug-Free Workplace	Yes	Yes	Yes
American w/Disabilities Act	Yes	Yes	Yes
Qualification Review	Satisfactory	Satisfactory	Satisfactory

Packages were received for this Bid under a two-envelope process, as stated within Instructions to Bidders Section 14 (p. 00010-6) and Supplemental Conditions Section 3 (p. 00900).

Bid Due Date Tabulated by Diane Reed, Senior Procurement Analyst
(Posted by Diane Reed on July 25, 2007 at 4:15 p.m. Eastern)

Qualifications Review Meeting: July 26, 2007 at 10:00 a.m., Environmental Services Small Conference Room, 500 W. Lake Mary Blvd, Sanford, FL 32773
(Posted by Diane Reed on July 25, 2007 at 4:15 p.m. Eastern)

Qualification Opening Tabulated by Diane Reed, Senior Procurement Analyst
(Posted by Diane Reed on July 25, 2007 at 4:15 p.m. Eastern)

Bid Package Opening: July 27, 2007 at 2:00 p.m., Purchasing and Contracts Conference Room 3223, 1101 E. First St, Sanford, FL 32771
(Posted by Diane Reed on July 25, 2007 at 4:15 p.m. Eastern)

Bid Opening Tabulated by Lisa Riner, Senior Procurement Analyst
(Posted by Robert Hunter on July 27, 2007 at 5:00 p.m. Eastern)
(Revised and Posted by Lisa Riner on July 30, 2007 at 11:10 a.m. Eastern)

Recommendation of Award: Expertech Network Installation, Inc.

BCC Agenda Date: September 25, 2007

**CONSTRUCTION SERVICES AGREEMENT (CC-2059-07/LKR)
MARKHAM WOODS ROAD UTILITIES PHASE II**

THIS AGREEMENT is dated as of the ____ day of _____ 2007, by and between **EXPERTECH NETWORK INSTALLATION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 6781 W. Sunrise Boulevard, Plantation, Florida 33313, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Markham Woods Road Utilities Phase II.

The Project for which the Work under the Contract Documents is a part is generally described as Markham Woods Road Utilities Phase II.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean INWOOD ENGINEERING CONSULTANTS, whose address is 870 Clark Street, Oviedo, Florida 32765.

(b) "CEI" is COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean CH2M HILL, whose address is 510 West Lake Mary Boulevard, Sanford, Florida 32773.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred twenty-four (324) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

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

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

(e) In the event that the Work requires phased construction,

then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is THREE MILLION NINE HUNDRED TEN THOUSAND ONE HUNDRED SIXTY-SEVEN AND 70/100 DOLLARS (\$3,910,167.70) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

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

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

amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY'S discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

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

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

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

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

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

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

operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

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

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

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

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

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

SECTION 8. CONTRACT DOCUMENTS. (a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form and Addenda Acknowledgment, attached hereto as Exhibit B;
- (3) Trench Safety Act, attached hereto as Exhibit C; and
- (4) American with Disabilities Act Affidavit, attached hereto as Exhibit D;

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

- (1) Performance Bond 
- (2) Payment Bond;
- (3) Material and Workmanship Bond;
- (4) Specifications;
- (5) Technical Specifications Provided in these Contract Documents;
- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;

- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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

SECTION 9. LIQUIDATED DAMAGES.

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

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



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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

For COUNTY:

Environmental Services
500 W. Lake Mary Blvd.
Sanford, FL 32771

For CONTRACTOR:

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

SECTION 13. CONFLICT OF INTEREST.



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

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

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR

hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

(End of Agreement - Signature Page Follows)

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

ATTEST: EXPERTECH NETWORK INSTALLATION, INC.

, Secretary

By: _____
, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

For the use and reliance
of Seminole County only.

Date: _____



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

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
09/04/2007
P:\Users\jroyal\Purchasing 2007\Agreements\CC-2059-07-Expertech.doc

EXHIBIT A
TECHNICAL SPECIFICATIONS

MARKHAM WOODS ROAD UTILITIES-PHASE 2
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5/22/06

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SECTION 01000-SPECIAL PROCEDURES FOR SEMINOLE COUNTY UTILITIES

These Special Procedures amend or supplement the General Conditions of the Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

1. It is recommended that CONTRACTOR attends a Pre-Bid Conference.
2. For projects administered primarily by the Utilities Division, the COUNTY shall provide written notification to the Apparent Low Bidder indicating that they are the Apparent Low Bidder and the COUNTY shall then commence negotiations with this entity.

In addition to Chapter 220, Seminole County Code requirements, the COUNTY shall receive from the Apparent Low Bidder (or the Low Bidder), within ten days after receipt of written notification by COUNTY, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of Material and Equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, Materials or Equipment to be supplied, estimated time required for the preparation and submittal of shop drawings, and estimated lead times required for the fabrication of any long lead items and concurrence thereof. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If COUNTY or ENGINEER has reasonable objection to any proposed Subcontractor, other person or organization, either may, before the Notice of Award, request the Apparent Low Bidder (or the Low Bidder) to submit an acceptable substitute without an increase in the Total Bid. If the Apparent Low Bidder (or the Low Bidder) declines to make any such substitution, the Agreement may not be awarded to such Bidder at the COUNTY's sole discretion, but his declining to make any such substitution may not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom COUNTY or ENGINEER does not make written objection prior to the Notice of Award will be deemed acceptable to COUNTY and ENGINEER, but COUNTY and ENGINEER do not thereby waive any right they may have against the CONTRACTOR because of the actions or omissions of Subcontractor, other person or organization.

3. For projects administered primarily by the Utilities Division, a pre-award conference is required by Seminole County Utilities. The COUNTY will require a conference with the Apparent Low Bidder to assure a full and complete understanding of the obligations of the CONTRACTOR under a resulting contract. At the pre-award conference the Apparent Low Bidder shall have been given the opportunity to have acquired data and shall submit in such form as to reasonably demonstrate that the

CONTRACTOR's understanding of the Scope of Work conform to the contract requirements. The failure of the Low Bidder to substantiate conformance to the contract requirements shall be cause for the rejection of the low bid. All bidders are requested to discuss the potential for a pre-award conference at the pre-bid conference which together shall serve as the basis for resolution of ambiguities and the potential for disputes prior to award or during the administrative phase of the contract. Seminole County believes that these additional measures shall assist all bidders on bidding on a free, open and competitive basis with all bidders fully understanding the nature of the work to be performed under the resulting contract. It shall be the responsibility of the Apparent Low Bidder to attend a pre-award meeting with the COUNTY within 14 days of receiving written notification from the COUNTY indicating that the entity is the Apparent Low Bidder. Should the Apparent Low Bidder fail to respond within the given time frame, the COUNTY may commence negotiations with the next Apparent Low Bidder. This does not waive the COUNTY's right to seek a claim against the Apparent Low Bidder and bid bond agency for the incremental differential cost between the Apparent Low Bidder and the selected CONTRACTOR.

4. For construction projects that are either: (1) primarily roadway projects that include Seminole County utilities within the project boundary or (2) primarily utility projects requiring installation of water and sewer mains on behalf of Seminole County Utilities; then prior to the issuance of a Notice to Proceed, a preconstruction conference to address issues specific to the Seminole County utilities Division shall be attended by the CONTRACTOR and his subcontractors, ENGINEER and COUNTY and other entities as applicable to the project at which time a date will be established for the issuance of the Notice to Proceed. For projects administered primarily by the Utilities Division, then after the preconstruction conference, the Notice to Proceed shall be sent by the COUNTY and received by the CONTRACTOR for execution no later than five (5) calendar days prior to the date listed on the Notice to Proceed. The CONTRACTOR shall return the executed Notice to Proceed to the COUNTY by the date indicated on the Notice to Proceed. The failure of the CONTRACTOR to comply with this provision will not change the contract time calculated by the COUNTY and the COUNTY will recognize the dates listed on the Notice to Proceed as the actual date of Commencement of Construction.
5. For projects administered primarily by the Utilities Division, the Agreement will be awarded only to a Bidder performing at least ~~fifty~~ percent ~~(50%)~~ of the total work, as measured by cost, within his own organization not including material costs unless otherwise provided in Specifications. The COUNTY may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion of the COUNTY, adversely affect the Bidder's responsibility.
6. For projects administered primarily by the Utilities Division, it shall be the responsibility of the CONTRACTOR to begin to physically mobilize at the project

site within 14 days of the issuance of the Notice to Proceed and substantially complete mobilization activities no later than 30 days from the Notice to Proceed. Substantial Completion for mobilization shall be defined as activities that include, but are not limited to (1) installation of field office, (2) temporary utility provisions for water, sewer, electrical, telephone, and other utilities in service, and (3) commence initial site preparation in the form of clearing and grubbing activities, or blasting and removal, or other work as required prior to the actual Commencement of Construction. Should the CONTRACTOR fail to respond within the given time frame, the COUNTY shall commence accumulation of liquidated damages in the amount of \$ 500.00 /day beginning on the 31st day from the Notice to Proceed.

7. For projects administered primarily by the Utilities Division, no work shall be performed by any subcontractors without the CONTRACTOR or his designated representative physically present on the construction job site.
8. The Seminole County Utilities Division emergency telephone number is (407) 665-2767 (all hours).
9. The CONTRACTOR shall prepare and submit to the COUNTY through the ENGINEER the following forms as required throughout the duration of the project:
 - (a) 72 Hour Request for System Shut Down;
 - (b) Jumper Connection Form associated with Certification of Clearance for Water Service Form;
 - (c) 7-Day Request for Vendor or Manufacturer's Training;
 - (d) Request for Temporary Construction Meter;
 - (e) Inspection Check List;
 - (f) Seminole County Water Clearance Procedure;
 - (g) Project Acceptance Check List.
10. The CONTRACTOR shall follow all procedures as outlined on the forms mentioned above and included with this section entitled "Special Procedures for Seminole County Utilities." No specific pay item is associated with these items and they shall be considered incidental to the contract. Therefore, the CONTRACTOR shall bear any costs associated with all items contained in the "Special Procedures for Seminole County Utilities." Failure to comply with this provision shall be adequate grounds for ENGINEER to withhold pay requests and issue a stop work order at no cost to the COUNTY.

11. For construction projects that are either: (1) primarily roadway projects that include Seminole County utilities within the project boundary or (2) primarily utility projects requiring installation of water and sewer mains on behalf of Seminole County Utilities; then it shall be the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring, and other forms of support for Seminole County Utilities when working adjacent to or directly upon existing and proposed Seminole County Utilities. The CONTRACTOR shall comply with this requirement throughout the duration of the project, whether the CONTRACTOR is installing or removing roadway infrastructure (including but not limited to (1) stormwater piping and structures; or (2) any proposed traffic signalization devices; or (3) roadwork including the base, sub-base, or final pavement) or installing or removing utilities that are owned by either Seminole County or another utility service company.

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

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

TYPE OF EQUIPMENT REQUIRING SYSTEM SHUT DOWN:

REFERENCED SECTION OF SPECIFICATIONS OR PAGE OF PLANS:

DATE: _____ AND TIME: _____ OF NOTICE
DATE: _____ AND TIME: _____ WORK IS TO BEGIN.

STARTING TIME: _____ COMPLETION TIME: _____

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

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

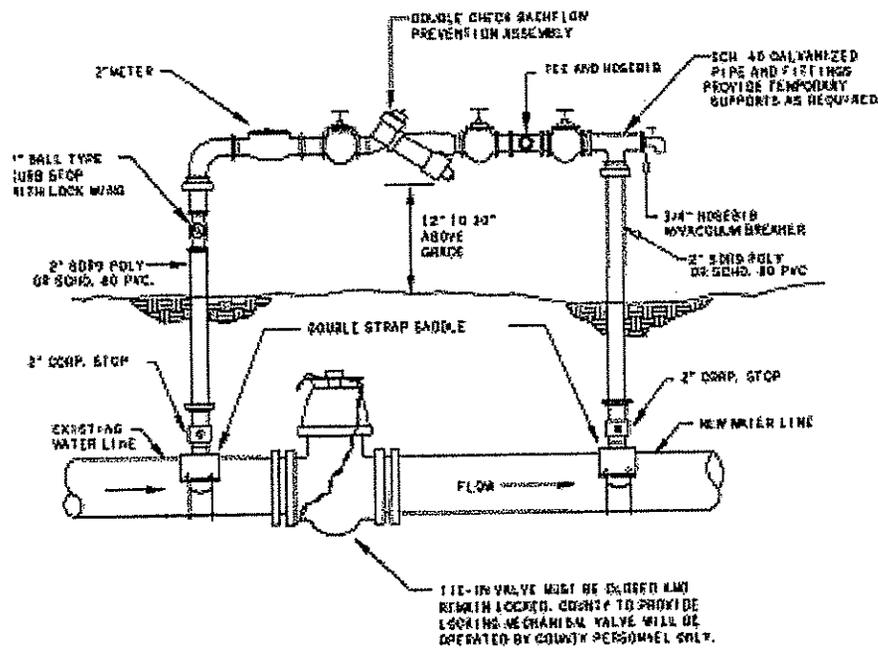
THE FOLLOWING ARE TO BE NOTIFIED BY SEMINOLE COUNTY ENVIRONMENTAL
SERVICES DEPARTMENT CONSTRUCTION PROJECT MANAGER AS NEEDED AND PRIOR
TO COMMENCEMENT OF WORK

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

CONFIRMATION BY SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

CONSTRUCTION PROJECT MANAGER:

CONFIRMATION BY INSPECTION/ENGINEER:



NOTES:

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE WATER MAINS AND PROPOSED NEW WATER MAIN IMPROVEMENTS.
2. THE DETAIL ABOVE IS TO BE USED FOR TAPPING ANY NEW WATER MAIN OF ANY SIZE FROM EXISTING ACTIVE WATER MAINS AND FOR FLUSHING OF NEW MAINS UP TO 8" DIAMETER (2.5 FPS MINIMUM VELOCITY) AND FOR PULLING BACTERIOLOGICAL SAMPLES FROM ANY NEW WATER MAIN OF ANY SIZE. THE JUMPER CONNECTION SHALL BE MAINTAINED UNTIL AFTER FILLING, FLUSHING, TESTING, AND DISINFECTION OF THE NEW MAIN HAS BEEN SUCCESSFULLY COMPLETED AND CLEARANCE FOR USE FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) & OTHER PERTINENT AGENCIES HAS BEEN RECEIVED BY SEM. CO. UTILITIES. THIS JUMPER CONNECTION SHALL ALSO BE USED TO MAINTAIN A MINIMUM PRESSURE OF 20 PSI IN THE NEW MAINS ALL THE TIME AFTER DISINFECTION AND UNTIL THE FDEP CLEARANCE LETTER IS OBTAINED. ADEQUATE THRUST BLOCKING AND/OR RESTRAINTS SHALL BE PROVIDED TEMPORARILY, AS REQUIRED. PIPE AND FITTINGS USED FOR CONNECTING THE NEW PIPE TO THE EXISTING PIPE SHALL BE DISINFECTED PRIOR TO INSTALLATION IN ACCORDANCE WITH ANWA 6851, 1992 EDITION. THIS TAPPING SLEEVE AND THE EXTERIOR OF THE MAIN TO BE TAPPED SHALL BE DISINFECTED BY SPRAYING OR SWABING PER SECTION 14 OF ANWA 6851-92.

3. FLUSHING OF 10" DIAMETER AND LARGER WATER MAINS MAY BE DONE THROUGH THE TIE-IN VALVE UNDER VERY CONTROLLED CONDITIONS.

THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

- A. THE TIE-IN VALVES SHALL BE OPERATED AND PRESSURE TESTED IN THE PRESENCE OF THE UTILITY COMPANY AND ENGINEER TO VERIFY WATER TIGHTNESS PRIOR TO TIE-IN. VALVES WHICH ARE NOT WATER TIGHT SHALL BE REPLACED OR A NEW VALVE INSTALLED IMMEDIATELY ADJACENT TO THE LEAKING VALVE.
 - B. THE TEMPORARY JUMPER CONNECTION SHALL BE CONSTRUCTED AS DETAILED. THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW WATER MAIN AND FOR PROVIDING WATER FOR BACTERIOLOGICAL SAMPLING OF THE NEW MAIN AS REQUIRED BY THE FDEP PERMIT.
 - a. FLUSHING SHALL NOT BE ATTEMPTED DURING PEAK DEMAND HOURS OF THE EXISTING WATER MAINS.
 - b. ALL DOWNSTREAM VALVES IN THE NEW SYSTEM MUST BE OPEN PRIOR TO OPENING THE TIE-IN VALVE.
 - c. PROVIDE FOR AND MONITOR THE PRESSURE AT THE TIE-IN POINT. THE PRESSURE IN THE EXISTING MAIN MUST NOT DROP BELOW 20 PSI.
 - d. TIE-IN VALVE SHALL BE OPENED A FEW TURNS ONLY, ENSURING A PRESSURE DROP ACROSS THE VALVE IS ALWAYS GREATER THAN 10 PSI.
 - C. THE TIE-IN VALVE SHALL BE LOCKED CLOSED BY THE UTILITY COMPANY UNTIL FLUSHING BEGINS.
 - D. THE TIE-IN VALVE SHALL BE OPENED ONLY FOR FLUSHING OF THE NEW MAIN. THE PROCEDURE SHALL BE DIRECTED BY THE UTILITY COMPANY AND OBSERVED BY THE ENGINEER.
 - E. AFTER FLUSHING, THE TIE-IN VALVE SHALL BE CLOSED AND LOCKED IN THE CLOSED POSITION BY THE UTILITY COMPANY.
4. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION DEMONSTRATING THAT THE DOUBLE CHECK BACKFLOW PREVENTION DEVICE HAS BEEN TESTED WITHIN ONE YEAR AT THE TIME OF INSTALLATION, & IS IN GOOD WORKING ORDER AT THE TIME OF INSTALLATION. THE TEST SHALL BE PERFORMED BY A QUALIFIED BACKFLOW PREVENTION TECHNICIAN AS APPROVED BY SEMINOLE COUNTY'S CROSS-CONNECTION CONTROL PROGRAM.
 5. EXCEPT AS REQUIRED TO FLUSH LINES OF GREATER THAN 8" IN DIAMETER, THE TIE-IN VALVE SHALL REMAIN CLOSED AND SHALL BE LOCKED IN THE CLOSED POSITION BY THE UTILITY COMPANY. THE TIE-IN VALVE SHALL REMAIN LOCKED CLOSED UNTIL THE NEW SYSTEM HAS BEEN CLEARED FOR USE BY FDEP AND ALL OTHER PERTINENT AGENCIES.
 6. UPON RECEIPT OF CLEARANCE FOR USE FROM FDEP AND ALL OTHER PERTINENT AGENCIES, THE CONTRACTOR SHALL REMOVE THE TEMPORARY JUMPER CONNECTION. THE CORPORATION STOPS ARE TO BE CLOSED AND PLUGGED WITH 2" BRASS PLUGS.
 7. ALL INSTALLATION AND MAINTENANCE OF THE TEMPORARY JUMPER CONNECTION AND ASSOCIATED BACKFLOW PREVENTION DEVICE, FITTINGS, VALVE, ETC. SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

TEMPORARY JUMPER CONNECTION

Re: Certification of Clearance for Water Service

Dear

This letter is a reminder that building construction water shall not be used at the job site until a Certification of Clearance has been received from the Department of Environmental Protection (FDEP). Your FDEP permit states, "A letter of clearance must be issued by the Department to you prior to you placing this project into service or you, the permittee, shall be subject to appropriate enforcement action." Pursuant to 403.859 (6), Florida Statutes, "No water service will be provided to this project (other than flushing/testing) unless system has been cleared for use by FDEP." FDEP defines construction water as the water used for flushing, pressure testing and bacteriological testing only. Please refer to the special conditions, if any, on your FDEP permit.

Seminole County Utilities

Owner	_____	_____	_____
	Name	Signature	Date
General Contractor	_____	_____	_____
	Name	Signature	Date
Sub Contractors	_____	_____	_____
	Name	Signature	Date
	_____	_____	_____
	Name	Signature	Date
Others	_____	_____	_____
	Name	Signature	Date
	_____	_____	_____
	Name	Signature	Date

**SEMINOLE COUNTY UTILITIES DIVISION
CONSTRUCTION PROJECTS
7 DAY REQUEST FOR VENDOR OR
MANUFACTURER'S TRAINING
(7 CALENDAR DAYS NOTICE)**

PROJECT NAME AND FC-NUMBER

**GENERAL CONTRACTOR:
CONTRACTOR, SUBCONTRACTOR OR VENDOR PERFORMING WORK:**

TYPE OF EQUIPMENT REQUIRING SYSTEM TRAINING:

**SECTION OF SPECIFICATIONS OR PAGE OF PLANS REFERRING TO
REQUEST:**

DATE: _____ AND TIME: _____ 7 DAYS PRIOR TO TRAINING

DATE: _____ AND TIME: _____ WORK IS TO BEGIN

STARTING TIME: _____ COMPLETION TIME: _____ AS PER

SPECIFICATIONS

**DEPARTMENT OR PEOPLE TO BE NOTIFIED BY CONTRACTOR AS NEEDED PRIOR TO
COMMENCEMENT OF WORK**

**SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT PEI OFFICE
PHONE # 407-664-2014 / FAX # 407-665-2019**

**ENGINEER OF RECORD:
ELECTRICAL ENGINEER:
MECHANICAL ENGINEER:
STRUCTURAL ENGINEER:
ENGINEER (CEI):
OTHERS AS REQUIRED:**

**DEPARTMENTS TO BE NOTIFIED BY SEMINOLE COUNTY ENVIRONMENTAL SERVICES
DEPARTMENT AS NEEDED PRIOR TO COMMENCEMENT OF WORK.**

(DATE AND TIME)

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

**CONFIRMATION BY SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT
CONSTRUCTION PROJECT MANAGER:**

REQUEST FOR TEMPORARY METER/CONNECTION
(FLORIDA STATUTE 633.025)
ALLOW SEVEN DAYS FOR PROCESSING OF THIS APPLICATION

DATE OF APPLICATION _____ SIZE REQUESTED _____

APPLICANT'S NAME _____

COMPANY _____

ADDRESS _____

PHONE (_____) _____

LEGAL ADDRESS OF TEMPORARY METER/CONNECTION _____

REASON FOR USE OF TEMPORARY METER/CONNECTION _____

DATES OF USE _____

APPROVED BACKFLOW EQUIPMENT TO BE PROVIDED BY _____

NOTE: A COPY OF THE BACKFLOW ASSEMBLY TEST REPORT MUST BE PROVIDED TO THE WATER OPERATIONS SUPERVISOR BEFORE INSTALLATION OF ANY TEMPORARY CONNECTIONS.

REQUEST APPROVED BY _____
SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT

DATE _____

REQUEST DENIED FOR THE FOLLOWING REASON(S) _____

DATE _____

FIRE LOSS MANAGEMENT APPROVAL BY _____

DISAPPROVED _____ DATE _____

DEPOSIT AND METER FEES WILL BE REQUIRED FOR ALL CONSTRUCTION CONNECTIONS.

RETURN THIS FORM TO SEMINOLE COUNTY ENVIRONMENTAL SERVICES DEPARTMENT,
BILLINGS OFFICE AT 500 WEST LAKE MARY BLVD., SANFORD, FLORIDA 32773. ALONG WITH
FIRE DEPARTMENT PERMIT ATTACHED.

SEMINOLE COUNTY ENVIRONMENTAL SERVICES
DEPARTMENT CONSTRUCTION PROJECTS
INSPECTION CHECKLIST

As-Builts / Plan Inspection

At least four sets of complete as-built plans must be submitted three full working days prior to the scheduled inspection. Should the as-builts be deficient as determined by the County Inspector, Engineer will be notified. Prior to rescheduling the inspection, corrected as-builts must be submitted.

The inspection will also include a visual verification of all water and sewer services, valves, hydrants, manholes and the lift station placement as identified on the as-built plans.

The County inspector will verify installation of locator balls, and will note the location on the plans.

Grooming Inspection (Pre-Final)

- ___ 1. Remove all valve covers on the water, sewer and forcemain systems so valves are visible.
- ___ 2. Valve boxes are plumb and centered on valve.
- ___ 3. Curbs are to be cleaned so that water and sewer service location etchings are visible.
- ___ 4. Remove covers from blow-off valves. Boxes are to be at grade.
- ___ 5. Open all manholes. Verify interior coating from rim to invert.
- ___ 6. Blue reflective markers in the middle of driving lane in front of hydrants.
- ___ 7. Hydrants to be opened and flushed, painted and plumb.
- ___ 8. Valve pads, 24 x 24 x 6 reinforced concrete set to grade, level & square to curb.
- ___ 9. Water and sewer service location to lot line; all lot lines staked by surveyor.
- ___ 10. All previously required inspections must be completed prior to this inspection.

SEMINOLE COUNTY WATER CLEARANCE PROCEDURE

Reference: American Water Works Assoc. (AWWA)

Isolation from the existing system:

To prevent possible contamination of the existing potable water supply, all new water mains construction shall be isolated from existing water lines using jumpered back flow/meter connections and locked valves. See Seminole County Land Development Code detail for standards.

A five step main clearance procedure shall be followed. Each step requires advance scheduling with Seminole County Environmental Services Department.

1. **Full Diameter Flush:** All new mains shall be purged of contaminants by means of a full diameter flush. The Engineer, Seminole County Utilities Inspector, and contractor will discuss the procedure (AWWA 651-92 page 8) that will satisfactorily accomplish the cleaning. Points and methods of this flushing will be finalized at the preconstruction conference. **A Utilities Inspector shall observe the flushing.**
2. **Pressure Test:** All new mains shall be pressure tested according to Seminole County Land Development Code specifications and will be discussed at the preconstruction conference. **The Project Engineer and Seminole County Utilities Inspector shall observe and certify a satisfactory pressure test was performed.**
3. **Chlorination:** All new mains shall be disinfected according to AWWA C-651-92 and the Seminole County Land Development Code. The contractor shall provide a chlorine residual testing device to demonstrate to the utility inspector that a minimum 25mg/l of residual chlorine is present throughout the main 24 hours after disinfection is started. At the preconstruction conference, materials and methods of disinfecting new lines will be discussed.
4. **Main Cleaning:** After the 25mg/l residual is observed at the end of the 24 hour period, the main shall be cleared of excess chlorine by flushing until a normal potable water residual between 0.2 and 1.0 mg/l is observed.
5. **Bacteriological Testing:** All sample points must have hose bibs 2 feet above finished grade. The samples will be collected on Tuesday's and Wednesday's of the week. Seminole County Environmental Services Department will accept a faxed copy of the bacteriological test results to help expedite the clearance and approval process. (Fax. forms to 407-665-2019 attention PEI Office.) The certification to be submitted to FDEP must contain an original copy of the bacteriological report.

PROJECT ACCEPTANCE CHECKLIST

Section _____ Township _____ Range _____
Project Name _____ # of Lots _____
Location _____
Developer _____ Engineer _____
Serving Water Plant _____ Serving Sewer Plant _____
Commercial _____ Residential _____

I Plans

A. As-builts Date _____

II Inspections and Tests

A. Preconstruction Conference Date _____

B. Reclaim Pressure Test Date _____

C. Water Pressure Test Date _____

D. Sewer Line Lamping Date _____

E. Force Main Pressure Test Date _____

F. Infiltration/Exfiltration Test Date _____

G. Lift Station Start-up Date _____

H. Fire Hydrant Flow Test Date _____

I. As-built Plan/Locator Ball Inspect. Date _____

J. Grooming Inspection Date _____

K. Final Acceptance Inspection Date _____

III Florida Dept. Of Environmental Protection

A. Bacteriological Test Passed Date _____

B. Certificate of Completion Water Date _____

Sewer Date _____

IV Construction Cost (for acceptance by County)

A. Water _____ Sewer _____ Total _____

B. Lift Station _____

C. Water main footage _____ # of Hydrants _____

Gravity main footage _____ # of Manholes _____

Force main footage _____

Reclaim footage _____

Date _____ Inspector _____

FULL DIAMETER FLUSH OF WATER MAIN
(3 Working Days Notice Required)

Please fill out the information below and fax to:
Seminole County Environmental Services Department
Attention PEI Office
Fax Number 407 665-2019

Project Name _____

Location of Main _____

Size of Main _____

Type of Material _____

Length of Main Being Flushed (STA _____ to STA _____)

Requested Start Time _____

The Utilities Inspector and the Utilities Water Operations Supervisor will be notified.

Contact the PEI office at 407 665-2014, if you have any questions.

SECTION 01010-SUMMARY OF WORK

PART 1 - GENERAL

1.01 LOCATION OF WORK

- A. The potable water main, reclaimed water main, and sanitary force main construction work set forth in these contract documents is to be generally completed in northwest Seminole County, along Markham Woods Road from north of Timberbrook Drive to Markham Road, and along Markham Road from Lake Markham Road to Markham Woods Road.

1.02 DESCRIPTION OF WORK

- A. This project involves the construction of approximately 7,300 linear feet of water main ranging from 6 inches to 12 inches in diameter, approximately 12,830 linear feet of reclaimed water ranging from 4 inches to 24 inches, and approximately 12,000 feet of 12-inch PVC sanitary force main, 12,450 linear feet of 2-inch fiber optic cable, pull rope and pull boxes, along with fittings, valves, miscellaneous appurtenances, testing, site restoration, clean-up, and any incidentals necessary to provide a complete and working installation, ready for operation.
- B. The Contractor shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- C. The Contractor shall perform the work complete, in place and ready for continuous service, and shall include repairs, tie-ins, by-pass pumping, testing, permits, cleanup, replacements, and restoration required as a result of damages caused during this construction.
- D. The Contractor shall furnish and install all incidental materials, equipment, and labor which is reasonably and properly inferable and necessary for the proper completion of the work, whether specifically indicated in the Contract Documents or not.
- E. The Contractor shall comply with all County, State, Federal and other codes and regulation applicable to the above construction work.

1.03 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall assume full responsibility for the protection and safekeeping of products and materials stored at the job site. If additional storage or work areas are required, they shall be obtained by the Contractor at no additional cost to the Owner.

01010-1

1.04 EQUIPMENT AND MATERIAL PURCHASED BY THE CONTRACTOR AND DELIVERED TO THE COUNTY

- A. The contractor shall purchase locators for electronic marker balls for the water, reclaimed water, and force main systems. Locators shall meet the requirements of Section 02666.

1.05 EQUIPMENT AND MATERIAL SUPPLIED BY THE COUNTY

- A. None.

END OF SECTION

01010-2

SECTION 01040 - COORDINATION

PART 1 - GENERAL

1.01 GENERAL CONDITIONS

- A. Coordinate the work of all trades so that each will have sufficient space and time within which to work properly and efficiently.
- B. The Contractor shall review, approve, and submit with reasonable promptness and in such sequence as to cause no delay in his work or the work of subcontractors, all submittals required by the Contract Documents.
- C. The Contractor shall provide for the coordination of his work with the required work of public agencies and utilities which includes but is not limited to:
 - 1. Public Services
 - 2. Equipment supplied by Seminole County.
- D. Contractor shall coordinate with property owners to provide access during open cuts or other operations that will impact the use of roads or sidewalk.
- E. Changes in the intended design of the project as a result of improperly coordinated construction work will not be tolerated. Delays in the work caused by rejections of installed materials due to improper coordination, and as otherwise specified, will not be considered valid justification for extensions of contract time.

END OF SECTION

01040 - 1

SECTION 01060 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SPECIFIED CODES

- A. The site work is based on the latest edition of the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, hereinafter referred to as Florida D.O.T. Specifications or D.O.T. Specs, and requirements of Seminole County.
- B. The design of the Work is based on the requirements of the Florida Department of Environmental Protection, the National Fire Protection Association, and Seminole County.
- C. The Contractor shall ensure the Work complies to the aforementioned codes and regulations as they apply to the project whether or not specifically referenced elsewhere.

1.03 REFERENCE STANDARDS

- A. Except as otherwise required by Paragraph 1.02, all products and workmanship shall conform to best quality materials and practices recognized by agencies, associations, councils, etc., specified in individual sections.
- B. In the absence of specified agencies, associations, councils, etc., the Contractor shall conform to the requirements of the most widely recognized standards for each particular portion of the Work.

1.04 PROJECT PERMITS

- A. The Contractor shall obtain from the County copies of all permits that have been issued by regulatory agencies.
- B. The Contractor shall review and become familiar with all permits for the Project, complete with all conditions, attachments, exhibits and permit

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modifications. A copy of all permits for the Project shall be maintained by the Contractor at the site, and shall be available for review upon request.

C. Permits obtained by the Owner

The Owner will apply for the following permits:

1. FDEP Application for a Specific Permit to Construct PWS Components
2. FDEP Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System

D. Permits obtained by the Contractor

1. United States Environmental Protection Agency (USEPA) Stormwater Pollution Prevention Plan (SWPPP)
2. Seminole County Right-of-way Permit
3. St. John's River Water Management District (SJRWMD) dewatering permit.

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

END OF SECTION

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SECTION 01070 - ABBREVIATIONS

PART 1 - GENERAL

1.01 ABBREVIATIONS

- A. References to technical societies, institutions, associations, or governmental authorities are made in accordance with the following abbreviations:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWS	American Welding Society
AWWA	American Water Works Association
FM	Factory Mutual System
Fed. Spec. or FS	Federal Specifications
IRI	Industrial Risk Insurers
NAAMM	National Association of Architectural Metal Manufacturers
NBS	National Bureau of Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NSF	National Sanitation Foundation
SDI	Steel Deck Institute or Steel Door Institute
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association
UL	Underwriters' Laboratories, Inc.

END OF SECTION

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SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 GENERAL

- A. Payment for all Work done in compliance with the Contract Documents, inclusive of furnishing all manpower, equipment, materials, and performance of all operations relative to construction of this project, will be made under Pay Items listed herein. Work, for which there is not a specific Pay Item listed herein but is necessary for complete execution of the Work, will be considered incidental to the Contract and no additional compensation will be allowed.
- B. Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, dewatering, backfilling, leakage tests, surveying, concrete or soil tests or other incidental items of Work not specifically stated in the Agreement or listed in the Bid Schedule but required for completing the Work. The described items apply for all applicable parts in the Bid Schedule. All work shown on the Drawings, herein specified, or implied in any way in the Drawings or Specifications shall be done regardless of whether or not the work is specifically defined in any bid item.
- C. Work shall not be considered complete until all testing has been satisfactorily completed and the item of work has demonstrated compliance with plans and specifications.
- D. The bid items shown on the Bid Schedule have been created solely for the purpose of comparison of bids and for use in the preparation of monthly construction estimates. Quantities shown thereon must be considered as approximate only and should not be used by the Contractor as a basis for ordering materials. The Contractor shall conduct his own independent analysis of the work to determine necessary material quantities to complete the work and order all materials based on his independent quantity determinations.
- E. All measurement for payment will be based on complete work performed in strict accordance with the Drawings and Specifications. All work completed under this contract shall be measured by the Contractor in the presence of the Owner or his representative according to the methods outlined below.
- F. The County reserves the right to alter the Drawings, modify incidental work as may be necessary, and increase or decrease quantities of work to be performed to accord with such changes, including deduction or cancellation of any one or more of the Pay Items. Changes in the work shall not be considered as a waiver of any conditions of the Contract nor invalidate any provisions thereof. When changes result in changes in quantities of Work to be performed, the Contractor will accept payment according to Contract Unit

Prices that appear in the original Contract. A supplemental agreement between the Contractor and the County will be required when such changes involve a net increase or decrease of more than 25 percent of the estimated quantity of a payment item in cases where the particular pay item amounts to 10% or more of the Contract Price.

- 1.02 **EQUIPMENT AND MATERIAL IN STORAGE:** Payment for materials and equipment in proper storage at the site of the Work or other approved storage site will be made for those items for which the Contractor has submitted paid invoices to the Engineer, less ten percent retainage.

If stored off-site, proper storage requires that the materials are stored in a bonded warehouse and proof of the bonding insurance must be provided to the County. The Contractor shall be wholly responsible to replace any and all items that are lost or stolen whether stored on site or in a bonded warehouse. This replacement shall be done by the Contractor at no additional cost to the County. The County shall not be responsible for materials and equipment that become damaged or stolen if the Contractor chooses to store said materials and equipment on-site.

PART 2 - MEASUREMENT AND PAYMENT

2.01 MOBILIZATION, BONDS, AND PERMITS (Bid Item 1.0)

- A. Measurement - The work specified in this pay item will be measured as a lump sum. The Work consists of the preparatory work and operations in mobilizing for beginning the construction project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site, and for the establishment of Contractor's temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities, as required by these Specifications, special provisions, and State and local laws and regulations. The costs of bonds, permits and any required insurance, and any other pre-construction expense necessary for the start of the work, excluding the cost of construction materials, shall also be included in this item. The amount for this item shall not exceed five percent (5%) of the total bid price.
- B. Payment for this lump sum pay item will be made at the applicable lump sum price listed in the Bid Schedule. The price to be paid for this item shall be based on such work being completed and accepted. The standard retainage will be applied to this item.

2.02 CLEARING AND GRUBBING (Bid Item 2.0)

- A. Measurement - The work specified in this pay item will be measured as a lump sum. The work consists of removing and disposing of all trees, stumps, roots and other such protruding objects, and other facilities necessary to prepare the area for the proposed construction, obtaining

permits for hauling and disposal in areas where such permits are required, clean-up, and all other requirements of Section 02110.

- B. Payment for this lump sum pay item will be made at the applicable lump sum price listed in the Bid Schedule. The price to be paid for this item shall be based on such work being completed and accepted.

**2.02 POTABLE, RECLAIMED WATER AND FORCE MAIN (Bid Items 3.0 through 17.0)
(installation by open trenching)**

- A. Measurement - This pay item will be measured as lineal feet of pipe installed at the proper location and depth using open trench construction methods in accordance with the Drawings and Specifications. The unit prices to be paid for this item shall include all labor, equipment, materials, excavation, dewatering, shoring, pipe, connection to existing piping, maintenance of traffic, mechanical restraining devices, backfilling, compaction, locating wire, warning identification tape, electronic marker balls, sod restoration, flushing, disinfection, testing, and any necessary incidentals to provide a completed water, reclaimed water, and force main systems ready for service. Measurement and payment for ductile iron fittings for potable water and reclaimed water mains shall be based separately as described in Article 2.05 of this Section. PVC fittings for force main shall be included in the cost of the pipe. The prices shall also include any temporary piping systems necessary to maintain service, or testing, as specified. The unit prices shall also include the temporary removal and replacement of miscellaneous items such as storm pipes, signs, fencing, etc.
- B. Payment will be made based on the actual measured number of lineal feet of pipe of the various type and sizes installed and the applicable contract unit price stated in the Bid Schedule.

2.03 HDPE RECLAIMED WATER MAIN (Bid Item 18.0) (installation by horizontal directional drilling)

- A. Measurement - This pay item will be measured as lineal feet of HDPE pipe installed at the proper location and depth using horizontal directional drilling construction methods in accordance with the Drawings and Specifications. The unit prices to be paid for this item shall include all labor, equipment, materials, required excavation, dewatering, shoring, pipe, connection to existing piping, maintenance of traffic, mechanical restraining devices, required transition couplings to connect to standard ductile iron pipe or PVC pipe, backfilling, compaction, locating wire, warning identification tape, electronic marker balls, necessary restoration, flushing, disinfection, testing, and any necessary incidentals to provide a completed system ready for service. The prices shall also include any temporary piping systems necessary to maintain service, or testing, as specified. The unit prices shall also include the temporary removal and replacement of miscellaneous items such as storm pipes, signs, fencing, etc.

- B. Payment will be made based on the actual measured number of lineal feet of pipe of the various type and sizes installed and the applicable contract unit price stated in the Bid Schedule.

2.04. ABANDON AND GROUT EXISTING PIPE (Bid Item 19.0)

- A. Measurement of this pay item is based on the actual lineal feet of existing water main to be abandoned in place, and plugged and filled with grout as indicated on the Drawings and specified herein. The price to be paid for this work under this bid item shall include the cost of all labor, equipment, materials, excavation, dewatering, cutting, pumping, plugging, grouting, backfilling, compaction, disposal, restoration, sodding, and all other incidental labor and materials necessary for abandonment, plugging and grouting of the existing piping as shown on the Drawings and specified herein. Removal of in-line valves and appurtenances, as directed by the Owner, shall be included as part of the bid price for this bid item as well as the cost of furnishing and installing pipe plugs and caps.
- B. Payment will be based on the number of lineal feet of pipe of the types abandoned in accordance with the Drawings and Specifications, and the bid proposal's unit prices.

2.05. REMOVE EXISTING PIPE (Bid Item 20.0)

- A. Measurement of this pay item is based on the actual lineal feet removed as shown on the Drawings. The work of this item shall include all labor, materials, and equipment to drain, dispose of the contents, plug or cap, and remove existing pipes of all services and sizes, including fittings and other in-line devices, designated "to be removed" on the Drawings. Also included in this item are the removal, disposal, and salvage of existing valves and valve boxes, and fire hydrant assemblies located on the piping designated to be removed.
- B. Payment will be based on the actual number of lineal feet of pipe of the types removed in accordance with the Drawings and Specifications, and the bid proposal's unit prices.

2.06 STEEL CASING (Bid Items 21.0 through 26.0) (installation by bore and jack)

- A. Measurement - This pay item will be measured as lineal feet of steel casing installed at the proper location and depth using boring and jacking construction methods in accordance with the Drawings and Specifications. The unit prices to be paid for this item shall include all labor, equipment, materials, excavation, dewatering, shoring, steel casing, welding, maintenance of traffic, backfilling, compaction, necessary restoration, and any necessary incidentals to provide a steel casing completed and ready for accepting a carrier pipe. In addition, the unit prices for the steel

casings shall also include the cost of furnishing and installing the casing spacers for the carrier pipe and the brick and mortar or rubber end caps at the ends of the casings. The unit prices shall also include the temporary removal and replacement of miscellaneous items such as storm pipes, signs, fencing, etc.

- B. Payment will be made based on the actual measured number of lineal feet of steel casing of the various type and sizes installed and the applicable contract unit price stated in the Bid Schedule.

2.07 DUCTILE IRON FITTINGS (Bid Item 27.0)

- A. Measurement – This pay item will be measured as the actual weight, in tons, of ductile iron fittings installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, fittings, mechanical restraining devices, excavation, backfill, compaction, flushing, disinfection, testing, restoration, and any necessary incidental items to provide fittings completely installed and ready for service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.
- B. Payment will be made based on the actual weight, in tons, of fittings installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.08 GATE VALVE AND VALVE BOX (Bid Items 28.0 through 34.0)

- A. Measurement – This pay item will be measured as the actual number of valves and valve boxes installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, valves, valve box, excavation, backfill, compaction, flushing, disinfection, testing, restoration, and any necessary incidental items to provide a gate valve complete and ready for service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.
- B. Payment will be made based on the actual number of valves and valve boxes of the various types and sizes installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.09 PLUG VALVE AND VALVE BOX (Bid Items 35.0 and 36.0)

- A. Measurement – This pay item will be measured as the actual number of valves and valve boxes installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, valves, valve box, excavation, backfill, compaction, flushing, disinfection, testing, restoration, and any necessary incidental items to provide a plug valve complete and ready for service.

Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.

- B. Payment will be made based on the actual number of valves and valve boxes of the various types and sizes installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.10 FIRE HYDRANT ASSEMBLY (Bid Item 37.0)

- A. Measurement – This pay item will be measured as the actual number of fire hydrant assemblies installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, piping, fire hydrant, valve, valve box, restraining devices, concrete hydrant collar, concrete valve collar, bedding gravel, excavation, backfill, compaction, flushing, disinfection, testing, restoration, and any necessary incidental items to provide a fire hydrant assembly complete and ready for service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.

Note: The main line tee that the hydrant assembly is connected to is not included with this bid item. The main line tee shall be included and paid for under Bid Item #27.0.

- B. Payment will be made based on the actual number of fire hydrant assemblies installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.11 AIR-RELEASE & VACUUM VALVE ASSEMBLY (Bid Item No. 38.0)

- A. Measurement: The quantity for payment shall be the actual number of air release valves with concrete vaults of each type, size, and service, satisfactorily constructed to provide a complete and functional unit.
- B. Payment: Payment of the applicable unit price shall be full compensation for furnishing all labor, materials, and equipment to install the valve including saddle, fittings, pipe, ARVV, pre-cast vault, manhole rim and cover, excavation, dewatering, backfill, compaction, and clean up.

2.12 MANUAL BLOW-OFF ASSEMBLY (Bid Item 39.0)

- A. Measurement – This pay item will be measured as the actual number of blow-off assemblies installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, piping, valves, meter box, restraining devices, concrete collar, concrete valve collar, bedding gravel, excavation, backfill, compaction, flushing, disinfection, testing, restoration, and any necessary incidental items to provide a fire hydrant assembly complete and ready for

service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.

- B. Payment will be made based on the actual number of blow-off assemblies installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.13 TAPPING SLEEVE AND TAPPING VALVE (Bid Items 40.0 through 44.0)

- A. Measurement – This pay item will be measured as the actual number of tapping sleeves and tapping valves with valve boxes installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, equipment, materials, tapping sleeve, tapping valve, valve box, pipe tapping, excavation, backfill, compaction, flushing, disinfection, testing, and any necessary incidental items to provide a tapping sleeve and tapping valve completely installed, including the tap of the parent pipe, and ready for service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.

- B. Payment will be made based on the actual number of tapping sleeves and tapping valves of the various types and sizes installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.14 RECLAIMED AND POTABLE WATER SERVICE ASSEMBLY (Bid Items 45.0 through 47.0)

- A. Measurement – This pay item shall be measured as the actual number of water service assemblies installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, materials, equipment, water service pipe, corporation stop, service saddle, casing for long-side services, curb stop, meter box, pipe tap, excavation, backfill, compaction, testing, and any necessary incidental items to provide potable water and reclaimed water service assemblies complete and ready for service. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.

- B. Payment will be made based on the actual number of potable water and reclaimed water service assemblies installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.15 REMOVE AND REPLACE ASPHALT PAVEMENT (Bid Item 48.0)

- A. Measurement - This pay item shall be measured as the actual number of square yards of asphaltic concrete pavement removed and replaced within the specified pay limits. The specified pay limits include a maximum width of 10 feet (5 feet on each side of the centerline) of disturbed area along the pipe alignment, unless otherwise shown on the

Drawings. Areas disturbed beyond the 10-foot width shall be restored to their original condition, or better, by the Contractor, at no cost to the Owner. The unit price set forth in the Bid Schedule shall be considered full compensation for all labor, equipment, materials, cutting, removal and disposal of existing road materials, temporary patching, base construction or reconditioning, paving, and other incidentals required to remove and restore asphaltic concrete pavement as shown on the Drawings and specified herein.

Note: On intersections where the turning radii are to be increased, the asphalt replacement shall include construction of new base in accordance with the Drawings and these Specifications.

- B. Payment shall be based on the actual number of square yards of asphaltic pavement removed and restored, completed and accepted, within the pay limits, and the unit price bid stated in the Bid Schedule

2.16 REMOVE AND REPLACE CONCRETE DRIVEWAYS (Bid Item 49.0)

- A. Measurement – This pay item shall be measured as the actual number of square yards of concrete driveways removed and replaced. Payment shall be based on the actual number of concrete driveways completely restored and accepted, and the unit price stated in the Bid Schedule. The unit price set forth in the Bid Schedule shall be considered full compensation for providing all labor, equipment, materials, cutting, removal and disposal of existing materials, base reconstruction, temporary patching, compacting, concrete materials, and necessary incidentals to completely remove and restore concrete driveways as shown on the Drawings and specified herein.
- B. Payment will be made based on the actual number of square yards of concrete driveways removed and replaced, complete and accepted, and the applicable contract unit price stated in the Bid Schedule.

2.17 REMOVE AND REPLACE CONCRETE SIDEWALK (Bid Item 50.0)

- A. Measurement- This pay item shall be measured as the actual lineal feet of concrete sidewalk removed and replaced. The work will include all labor, equipment, materials, sidewalk removal, proper disposal of removed sidewalk, temporary sidewalks or walkways, site preparation, grading, formwork, concrete work, handicapped ramps (including truncated domes), restoration, sodding and any other incidentals to provide a completed sidewalk.
- B. Payment will be made on the measured lineal feet of sidewalk removed, replaced, and accepted by the Owner, and the applicable unit price stated in the Bid Schedule.

2.18 REMOVE AND REPLACE CONCRETE CURB (Bid Item 51.0)

- A. Measurement – This pay item shall be measured as the actual lineal feet of concrete curb removed and replaced. Payment shall be based on the actual number of lineal feet of concrete curb completely removed and restored and accepted, and the unit price stated in the Bid Schedule. The unit price set forth in the Bid Schedule shall be considered full compensation for providing all labor, equipment, materials, cutting, removal and disposal of existing curb materials, temporary patching, compacting, forming, concrete materials, and necessary incidentals to completely remove and restore concrete curbs as shown on the Drawings and specified herein.
- B. Payment will be made based on the actual number of lineal feet of concrete curbs removed and replaced, complete and accepted, and the applicable contract unit price stated in the Bid Schedule.

2.19 RESTORATION OF OPEN CUT AREAS (Bid Item 52.0)

- A. The work specified in this pay item will be measured as a lump sum. The work includes performing an inventory of trees, bushes, shrubs and grasses that will be disturbed with open cut operation by a licensed arborist, providing a landscaping plan defining the number, size, type of trees, bushes, shrubs and grasses, and location of plantings in areas disturbed by open cut operation, sodding all areas disturbed by open cut, installing all trees, bushes, shrubs, grasses, and plantings, and all other labor required to complete the above tasks.
- B. Payment for this lump sum pay item will be made at the applicable lump sum price listed in the Bid Schedule. The price to be paid for this item shall be based on such work being completed and accepted.

2.20 FIBER OPTIC CONDUIT (Bid Item 53.0)

- A. Measurement – This pay item shall be measured as the actual lineal feet of fiber optic conduit, installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, materials, equipment, conduit, installation of the pull string into the conduit runs, excavation, backfill, compaction, testing, restoration, and any necessary incidental items to provide a fiber optic cable system complete and ready for future cable. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.
- B. Payment will be made based on the actual lineal feet of conduit installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.21 FIBER OPTIC PULL BOXES (Bid Item 54.0)

- A. Measurement – This pay item shall be measured as the actual number of pull boxes, installed in accordance with the Drawings and Specifications. The unit price for the bid item shall include the cost of all labor, materials, equipment, pull boxes, excavation, backfill, compaction, testing, restoration, and any necessary incidental items to provide a fiber optic cable pull boxes complete and ready for future cable. Payment will be based on the work being completed and accepted and the unit price stated in the Bid Schedule.
- B. Payment will be made based on the actual number of pull boxes installed, complete and ready for service, and the applicable contract unit price stated in the Bid Schedule.

2.22 EXECUTION OF GENERAL REQUIREMENTS (Bid Item 55.0)

- A. The work specified under this item consists of furnishing all labor, material, equipment, and incidentals necessary to complete the work specified in "Division I - General Requirements." The work may include, but not be limited to, the following:
- Special project coordination
 - Project meetings
 - Preparation of construction schedules
 - Field engineering & surveying
 - Materials testing and assistance to testing personnel employed by the Owner.
 - Preparation and submittal of pay requests
 - Preparation and submittal of shop drawings
 - Construction photographs
 - Audio-visual documentation
 - Preparation and submittal of record drawings and other record documents
 - Maintenance of traffic
 - Erosion and sedimentation control
 - Cleanup
- B. Payment for the work performed under this bid item will be the lump sum bid price stated in the Bid Schedule for this item. Measurement of Payment will be made based on the overall percentage of the entire project, which has been completed. However, payment of the lump sum bid price will not exceed 80 percent until the project record drawings have been submitted by the Contractor and accepted by the Owner.

2.23 DIRECTIONAL DRILLING (ALTERNATE BID ITEMS A-1 through A-7)

A. Measurement - This pay item will be measured as lineal feet of installed pipe at the proper location and depth using horizontal directional drilling construction methods for the reclaimed water main, potable water main, and sanitary force main in lieu of open cut installation. If the alternate is selected, the following bid items will be eliminated:

- Clearing and grubbing (Bid Item 2.0)
- Reclaimed water, potable water and sanitary force mains by open cut installation (Bid Items 3.0 through 17.0)
- Steel casing installation by bore and jack (Bid Items 21.0 through 26.0)
- Ductile iron fittings (Bid Item 27.0)
- Air release/vacuum valve assemblies (Bid Item 38.0)
- Asphalt pavement removal and replacement (Bid Item 48.0)
- Concrete driveway removal and replacement (Bid Item 49.0)
- Concrete sidewalk removal and replacement (Bid Item 50.0)
- Concrete curb removal and replacement (Bid Item 51.0)
- Open cut restoration (Bid Item 52.0)

The work shall include the requirements of Paragraph 2.03 of this Specification and providing an installation plan that includes a written documentation of installation methods, equipment and computations justifying depth of drill, individual pipe sizes and quantities.

Note: The depth of all valves and roadway crossings shall not exceed 6 feet, in accordance with Section 02405 of these Specifications.

B. Payment will be made based on the actual measured number of lineal feet of pipe of the various type and sizes installed and the applicable contract unit price stated in the Bid Schedule.

END OF SECTION

SECTION 01200 - SPECIAL CONDITIONS

The following special conditions apply strictly to those utilities belonging to the Seminole County Environmental Services Department. All references to the "Contract Documents" are intended to include the complete bid documents (which consist of the General Conditions, Special Procedures, Plans, Technical Specifications, and any Addenda), Change Orders, and Contractual Agreements between the COUNTY and the CONTRACTOR pertaining to the specific project. UNLESS OTHERWISE NOTED, no specific pay item is provided for the conditions itemized and described in this Section and the cost for the labor, equipment, and materials associated with these items, including the requirements of Federal, State, and local agencies with jurisdiction over the work detailed in the Contract Documents shall be considered incidental to the contract. Therefore, the CONTRACTOR shall bear any costs associated with these Special Conditions. Failure to comply with these provisions shall be adequate grounds for ENGINEER to withhold pay requests and issue a stop work order at no cost to the COUNTY.

- 1.01 The CONTRACTOR shall be responsible to install locator balls on all Seminole County Utilities lines installed and/or worked upon during the project. The locator balls shall be located on potable water mains, reclaimed water mains, and force mains at one hundred foot intervals, and at all bends, "T's", valves, and any changes in direction on fittings. The balls shall be located not less than 18 inches and not greater than 24 inches below the final finished grade. The balls shall be blue for potable water, purple for reclaimed water, and green for sewer. The location of these balls shall be reflected on the as-built drawings with the abbreviations of (WLB) for "water locate balls", (SLB) for "sewer locate balls", and (RLB) for "reclaimed locate balls".
- 1.02 Where specifically called for in the bid form pay items, the CONTRACTOR shall be responsible for providing Seminole County Environmental Services Department with a marker ball locator device as part of the construction contract. All locator devices shall be delivered by the CONTRACTOR to the COUNTY through the ENGINEER no later than 30 days after the Notice to Proceed is issued. In addition, Seminole County Environmental Services Department shall not perform any field utility locates for the contractor nor allow any subsurface excavation in the vicinity of existing County utilities until the locator ball devices are provided to the County and determined to be fully functioning and acceptable. Locator devices are specified in Section 02666, 1.01 B.

- 1.03 The CONTRACTOR shall be responsible for the removal and proper disposal of all asbestos cement (AC) pipe. The removal and disposal shall be in compliance with all applicable Federal, State, and local regulations regarding asbestos cement pipe. The pay item provided in the bid form associated with abandonment of AC pipe is intended to be inclusive of all costs associated with this item description.
- 1.04 It shall be the responsibility of the CONTRACTOR to obtain the services of a licensed professional land surveyor to survey the as-built location of the relocated utilities, including the locator balls, and make this information available to the Engineer that will serve as the Engineer of Record or CEI for the Seminole County Environmental Services Department systems. It shall be the responsibility of the Engineer serving as the Engineer of Record or CEI for the Seminole County Environmental Services Department systems to prepare and submit as-built drawings to both Seminole County Utilities and the Florida Department of Environmental Protection based upon the information provided by the CONTRACTOR and his or her surveyor, and inspection performed by the COUNTY and the ENGINEER. Partial system as-builts required for partial clearances from FDEP during the construction process shall be prepared by the CONTRACTOR at no additional cost to the County.
- 1.05 UTILITIES INFRASTRUCTURE MAINTENANCE
- A. Throughout the entire duration of the construction process and within the construction project boundaries, it shall be the responsibility of the CONTRACTOR to maintain the quality of groundwater and the location of all active Seminole County Utilities service lines and all utility lines that are pressurized (whether presently owned or to be owned in the future by Seminole County Utilities) by identifying, by preserving, and by protecting all valves (with their associated boxes and lids) and manholes. These locations must remain visible and accessible to Seminole County Utilities personnel.
- B. Protection shall be provided in the form of a 4" PVC conduit with a minimum burial of four feet and a minimum above-ground exposure of four feet. The entire circumference of the top 4" of the pipe shall be color-coded using blue paint to indicate water, green paint to indicate sewer, and purple paint to indicate reclaimed water.
- C. Protection shall be installed by the CONTRACTOR after the Notice to Proceed but prior to any work (including preliminary clearing and grubbing) being performed within the construction project limits. Until the required protection is installed, the CONTRACTOR is strictly prohibited from

performing any preliminary clearing or grubbing or excavating in areas that are adjacent to or include Seminole County Utilities.

D. Protection of utility lines that are to be removed and/or taken out of service shall be removed only after the following conditions are met:

- 1) The replacement line is in service and approved for operation by the Florida Department of Environmental Protection and the ENGINEER and accepted by Seminole County Environmental Services Department.
- 2) All service connections have been relocated from the utility line to be taken out of service, to the utility line that has been placed in active service with approvals from the Florida Department of Environmental Protection, the ENGINEER, and the Seminole County Environmental Services Department.
- 3) The utility line to be taken out of service has been depressurized.

E. With respect to the utility lines that are to be the final utility lines in service at the completion of construction, the protection shall be removed by the CONTRACTOR only after the final site restoration (including final sodding of all disturbed areas) has been accepted by the ENGINEER.

1.06 The CONTRACTOR and subcontractor shall be responsible for maintaining the quality of groundwater near the construction site until completion of all work and acceptance by the Engineer. If work is performed within 150' of potable water wells or groundwater monitoring wells, then at all times during construction and testing, the CONTRACTOR and subcontractor shall take necessary precautions to prevent tampering of the well or the entrance of contaminants into the well. The CONTRACTOR and subcontractor shall be responsible for returning the water to its original quality in a timely manner should contamination occur, regardless of the presence of wells. Only dual contained, portable fuel tanks shall be utilized.

1.07 The CONTRACTOR shall be responsible for adjusting all manholes, valve boxes, lids, water meters, and similar structures to match the final project finished grade, regardless of whether other utility work is performed.

1.08 MAIN TESTING AND CLEARANCE

A. It shall be the responsibility of the CONTRACTOR to perform all water main pressure tests, and water main disinfection in preparation for subsequent bacteriological testing by the COUNTY'S designated laboratory. The

CONTRACTOR shall be responsible for force main pressure tests. These tests (including disinfection) are considered incidental to the utility work.

- B. It shall be the responsibility of the CONTRACTOR to provide a "flushing plan" to Seminole County Environmental Services Department at the Utilities preconstruction conference. This plan shall clearly indicate the volumes to be flushed and the disposal methodology for the flush water as well as the launching points and retrieval locations required for the pigs and swabs which shall be considered part of the "flushing plan." Further, it shall be the responsibility of the CONTRACTOR to obtain any permits associated with the flushing activity including but not limited to National Pollutant Discharge Elimination Systems (NPDES) permits. Flushing of lines shall be considered incidental to the utility work.
- C. The CONTRACTOR shall be entirely responsible to coordinate and schedule the full diameter flushing activity and shall provide written notification to the COUNTY through the ENGINEER a minimum of 48 hours prior to commencing the flushing activity. The ENGINEER shall be responsible to notify Seminole County Environmental Services Department. All temporary piping associated with the flushing shall be provided and installed by the CONTRACTOR and is considered incidental to the utility work.
- D. Neither the COUNTY nor the ENGINEER shall be held responsible for delays to the CONTRACTOR awaiting a "Letter of Clearance" or "Release for Use" from the Florida Department of Environmental Protection (FDEP) to operate either the collection or distribution systems. It shall be the responsibility of the CONTRACTOR to make provisions for the time to obtain these releases from FDEP when planning his "Schedule of Construction."

1.09 SALVAGE OF EXISTING UTILITIES

- A. For projects including the salvage of existing Seminole County Utilities, CONTRACTOR shall exercise the appropriate care necessary to remove and stockpile all existing Seminole County Utilities (including, but not limited to, all piping, bends, valves, tees, fittings, hydrants, and appurtenances) in such a manner as to preserve the materials for future use. Salvaged materials shall be removed and stock piled, hauled, unloaded and stored in an orderly manner at the direction of Seminole County Environmental Services Department in an orderly manner by the CONTRACTOR at the Southeast Regional Water Treatment Plant located at 3300 Dike Road in Winter Park. The pay item provided in the Bid Form referencing pipe

removal is intended to be inclusive of all costs associated with the item description provided above.

- B. The CONTRACTOR shall contact the Seminole County Environmental Services Department's Maintenance Supervisor at (407) 665-2739 to arrange for the delivery of any salvaged materials to the location designated by Seminole County Environmental Services Department. The condition of the materials cannot be guaranteed, as they shall be subject to the normal excavation and handling procedures used on the project.
- C. The CONTRACTOR shall be responsible for the removal and disposal of all utility lines taken out of service. The CONTRACTOR shall be responsible for Seminole County utilities that are damaged and/or deemed unsalvageable by Seminole County Utilities.
- D. The COUNTY will identify which materials will be salvaged and delivered to the COUNTY. All other materials are to be disposed of by the CONTRACTOR at the CONTRACTOR'S expense. Proper disposal of these materials is considered incidental to the removal Pay Item.

1.10 CONTRACTOR SCHEDULING IN ORDER TO MAINTAIN SERVICE

- A. It shall be the responsibility of the CONTRACTOR through scheduling, to maintain service to Seminole County customers and to minimize conflicts with existing Seminole County service lines.
- B. For construction projects that are primarily roadway projects that include the relocation of Seminole County utilities within the project boundary, then if an existing Seminole County water or sewer main is located within 100 feet of any (1) proposed stormwater structures or conveyance piping; or (2) any proposed traffic signalization control devices; or (3) proposed roadway work including the base, sub-base, or final pavement; or (4) any related roadway infrastructure; AND in all instances where the plans clearly indicate that the existing utilities in this vicinity are to be relocated; then the CONTRACTOR shall be required to relocate the existing utility and place it in service prior to commencement of any subsurface excavation for installation of the aforementioned items listed in (1) through (4).
- C. If the CONTRACTOR is installing the roadway infrastructure listed in Item B (above) and encounters a conflict with an existing utility line, the County shall not consider any additional compensation due the CONTRACTOR unless the CONTRACTOR has abided by the requirements of Item B. This condition applies regardless of whether the conflicting line was previously undetected or is clearly depicted on the plans.

- D. The CONTRACTOR assumes the cost of providing any temporary utilities conflict provisions. This provision shall require the CONTRACTOR to bear all costs associated with the installation of various bends, piping and fittings that are installed on existing water and sewer mains that will ultimately be taken out of service when such installations are installed to benefit the CONTRACTOR and allow him to continue to install the roadway and utility infrastructure as detailed by the Contract Documents.
- E. For construction projects that are primarily roadway projects that include the relocation of Seminole County utilities within the project boundary, then it shall be the responsibility of the CONTRACTOR to relocate or adjust all Seminole County Utilities in accordance with the Contract Documents. Should a conflict arise between the relocated or existing utilities and the subsequent construction of the roadway and its associated infrastructure, it shall be the responsibility of the CONTRACTOR to relocate or adjust the utilities, providing the necessary piping, bends, tees, and fittings to resolve the conflict. Relocations of this nature shall be approved in advance of said work by both the ENGINEER and Seminole County Environmental Services Department. Such relocations shall be reflected on the as-built drawings upon completion of the actual installation and such relocations shall be constructed at no additional cost to the COUNTY.
- F. The CONTRACTOR shall be responsible for coordinating the installation of new COUNTY utilities, or removal of existing COUNTY utilities with other utilities, including but not limited to telephone, fiber optic, gas and power. All costs associated with such coordination, or with any construction activities required for coordination, shall be the responsibility of the CONTRACTOR at no additional cost to the COUNTY.
- 1.11 For construction projects that are either: (1) primarily roadway projects that include Seminole County utilities within the project boundary or (2) primarily utility projects requiring installation of water and sewer mains on behalf of Seminole County Environmental Services Department; then it shall be the responsibility of the CONTRACTOR to provide all sheeting, bracing, shoring, and other forms of support for Seminole County Utilities when working adjacent to or directly upon existing and proposed Seminole County Utilities. The CONTRACTOR shall comply with this requirement throughout the duration of the project, whether the CONTRACTOR is installing or removing roadway infrastructure (including but not limited to (1) stormwater piping and structures; or (2) any proposed traffic signalization devices; or (3) roadwork including the base, sub-base, or final pavement) or installing or removing utilities that are owned by either Seminole County or another utility service company.

1.12 SCHEDULED INTERRUPTIONS OF SERVICE

- A. For projects involving installation of new water mains to replace existing water mains; and when subdivisions, businesses, residences, and similar entities are served from the existing water main that is being replaced; then the CONTRACTOR shall assume that the water main being replaced is the only means of servicing said subdivisions, businesses, and residences and that no alternative water source or backfeed is available to these said entities.
- B. It is the responsibility of the CONTRACTOR to schedule all Seminole County Utilities shut-downs in advance with Seminole County Environmental Services Department. Should the CONTRACTOR create an unscheduled interruption of utility service, then the CONTRACTOR shall be directly responsible for performing the necessary repairs in order to restore service. In addition, the CONTRACTOR shall be billed for subsequent repair work performed by Seminole County Utilities, and shall be held liable for any claims, penalties, or enforcement actions related to the service interruption.
- C. All scheduling of Seminole County Environmental Services Department's field personnel and scheduled temporary interruption of Seminole County Utilities service shall be made at least 72 hours in advance. CONTRACTOR shall schedule shut downs in advance by submittal of "Seminole County Construction Projects 72-Hour Request for System Shut Down" to the ENGINEER who will then notify the COUNTY and its associated Utilities personnel. The COUNTY reserves the right to approve or disapprove the said request.
- D. If the requested "System Shut Down" is approved by the COUNTY, then it shall be the responsibility of the CONTRACTOR to notify all affected customers that will experience a disruption in service. Notification shall indicate the date and time limits of the interruption and must be provided to affected customers in writing a minimum of 48 hours in advance while simultaneously providing two (2) duplicate copies of all said notifications to ENGINEER. In lieu of written notification and if approved by the COUNTY, CONTRACTOR may opt to install signage in the affected area indicating the same information stated above with the same time constraints applied.
- E. The COUNTY reserves the right to require the CONTRACTOR to perform utility "tie-ins" and "main flushing" during periods of low flow conditions in order to minimize service disruptions. "Tie-ins" and "main flushing" of this nature are typically required to begin no sooner than midnight and be completed no later than 5:30 a.m. "Tie-ins" of this nature that are required

by the COUNTY shall be performed by the CONTRACTOR at no additional cost to the COUNTY.

1.13 The requirements of the Utility Design ENGINEER OF RECORD may exceed the minimum technical requirements of Seminole County Environmental Services Department as depicted in the *Seminole County Land Development Code* including the "Water and Sewer Standards." In such instances, the more stringent requirement shall be observed. With respect to utilities, should a conflict exist within the Contract Documents, the more stringent requirements, as determined by the COUNTY through addendum, shall be observed during the preparation of bids. Subsequently, there shall be no increase in the cost for the labor, equipment, and materials associated with this item. Failure of the CONTRACTOR to request a determination of which requirements apply during bid preparation shall not be grounds for claims or additional compensation during construction if the COUNTY adopts the more stringent requirements.

1.14 For utility items not specifically covered by these Contract Documents, all construction shall be in accordance with the minimum technical standards as depicted in the latest copy of the *Seminole County Land Development Code* which includes the "Water and Sewer Standards." In the absence of a Technical Specification, use the applicable requirements of FDEP and the AWWA, both latest editions.

1.15 PROGRESS MEETINGS

The Engineer administering the contract or CEI shall schedule and hold regular monthly progress meetings. CONTRACTOR, Engineer, and all Subcontractors active on the site and any other interested parties at the direction of the Engineer administering the Contract shall be represented at each meeting. In addition, weekly on-site review meetings shall be held during construction at the discretion of the Engineer administering the Contract or CEI. CONTRACTOR, Engineer, and all Subcontractors active on the site shall be represented at each meeting. These weekly meetings will be used as a tool for pre-planning of work and enforcing schedules and for establishing procedures, responsibilities, identify party or parties responsible for follow-up on items. Revisit each pending item at each subsequent meeting until resolution is achieved. Such meetings are considered to be incidental to the work and no additional compensation is allowed.

1.16 REMOVAL OF EXISTING PAVEMENT, CURB, SIDEWALK

The CONTRACTOR shall not be allowed additional time, compensation, or claims for the cutting and removal of existing pavement, base, sub-base, or subgrade material, or concrete curbing or concrete sidewalk/driveways either

for the purpose of installing the utilities as shown on the Drawings, or for the purpose of furnishing and installing any temporary pavement or sidewalks during construction to maintain the flow of vehicular and pedestrian traffic during the installation of the utilities as shown on the Drawings. This type of work is considered to be incidental to the installation of the new utilities and the cost of any such work is to be included in the base unit price(s) for the utility to be installed. Similarly, any pavement, base, sub-base, subgrade material, concrete curbing, concrete sidewalk, or concrete driveway which is impacted during construction is to be restored to existing or better condition prior to final acceptance of the work. This work is also considered to be incidental to the installation of the utility and shall be included in the base unit price for the several items of work.

1.17 COORDINATION OF MAINTENANCE OF TRAFFIC

The CONTRACTOR is responsible for coordinating the construction of the utilities with the Maintenance of Traffic (MOT) plan for construction of the roadway and installation of the proposed storm sewer system. No additional compensation or time shall be allowed for this coordination or for any temporary utility construction or bypass systems necessary or required to complete the utility work as shown on the Drawings or as identified in the Specifications. The cost of this coordination, and for any temporary bypasses, shall be considered incidental to the cost of installation of the utility in question and shall be included in the base unit price for the several items of work.

1.16 DISCREPANCIES IN THE BID DOCUMENTS

- A. Whether a project is being administered primarily by Seminole County Environmental Services Department or another division within the COUNTY, it shall be the responsibility of the CONTRACTOR to alert the COUNTY in writing within 48 hours of discovery of any apparent discrepancies in the bid documents prior to submission of bids so that any required addendums can be issued to address these concerns. Given circumstances where it can be shown that a CONTRACTOR is aware of discrepancies in the bid documents and fails to formally alert the COUNTY in writing prior to the bid opening, CONTRACTOR shall not be permitted additional compensation to comply with the COUNTY and Utility Design ENGINEER OF RECORD'S intended requirements of the bid documents.
- B. Should a discrepancy in the bid documents be discovered by the CONTRACTOR after the bid opening, it shall be the responsibility of the CONTRACTOR to alert the ENGINEER in writing within 48 hours of the discovery of the discrepancy so that it can be addressed promptly to minimize impact on the project schedule. Failure of the CONTRACTOR to

follow procedure shall forfeit any and all possibility for the CONTRACTOR to request additional compensation and time for the completion of construction. Further, failure of the CONTRACTOR to provide written notification of the discrepancy to the ENGINEER shall be regarded as an attempt by the CONTRACTOR to create an intentional delay in the construction and no additional compensation shall be allowed.

END OF SECTION

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SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.01 TYPES OF SUBMITTALS

- A. Construction Schedules: The Contractor shall prepare and submit to the Owner and Engineer, prior to the Preconstruction Meeting, a construction schedule showing the proposed dates for starting and completing each of the various branches of work. The schedule shall be in the form of a CPM schedule with a representation of costs by months.
1. The Contractor shall provide monthly schedule updates and biweekly look ahead schedules.
 2. Construction schedule shall show proposed dates for submittals and their expected return dates.
 3. Construction schedule shall show proposed dates for road, sidewalk, and driveway closures.
- B. The Contractor shall submit a schedule of values within fifteen (15) calendar days after award of the Contract that meets the requirements of Section 01370.
- C. Manufacturer's data shall include all standard published information describing products, systems, methods and performance. Include manufacturer's name and address, and associations with which manufacturer of his products comply.
- D. Shop drawings and schedules shall include items, products, materials, methods, anchorages, details, or any other information required to fabricate items of the Work and complete the installation which is not specifically stated or described on manufacturer's data. Shop drawings shall specifically address the Work of this project.
- E. Installation instructions shall include all information required from a manufacturer or fabricator to have his product installed. This may be included as a shop drawing if such are required.
- F. Warranties and Guarantees required by the Contract Documents shall begin on the official date of acceptance of the project or any portion thereof, into which the warranted or guaranteed item was installed, constructed, or otherwise made operational. All warranties and guarantees shall be in effect for a minimum of two years unless specified for a longer period. Include all specific items covered, company names and addresses, and

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names of persons authorized to warrant or guarantee item(s) if not a blanket coverage.

- G. Certifications and test reports of products, materials, and performance for compliance with specified requirements shall specifically address the Work and shall contain the name or signature and address of persons authorized to make such certifications.
- H. Evidence of compliance to instructions shall be copies of transmittal letters or letter of verification duly signed by authorized persons.
- I. Operation and Maintenance Manuals shall include all literature required to properly operate and maintain any equipment installed in the Work and shall include names and addresses of manufacturers and authorized service and/or parts representatives, and dealers and shall be delivered on or before date of beneficial occupancy. Complete requirements of Operation and Maintenance Manuals are specified in Section 01700.
- J. Samples required shall be as specified and shall include identifications of the specific item and specification section to which the sample applies.

1.02 COPIES OF SUBMITTALS

- A. The minimum number of copies of submittals shall be submitted as follows and does not include numbers of copies required by the Contractor for his distribution or purposes.
 - 1. Manufacturer's data: 5
 - 2. Shop drawings and schedules: 5
 - 3. Schedule of values: 5
 - 4. Installation instructions: 5
 - 5. Warrantees and Guarantees: 4
 - 6. Certifications and test reports: 5
 - 7. Evidences: 5
 - 8. Operation and Maintenance Manuals: 4
 - 9. Samples: 3
 - 10. Progress Schedule: 5 (initially)
 - 11. Restoration Plan/Schedule: 5 (initially)
- B. Any copies submitted in addition to those required will be processed and returned to the Contractor. Additional copies may be in the form of a reproducible copy.

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- C. Submittals received by the Engineer with less than the specified number of copies included will be immediately returned to the Contractor not reviewed and without action.
- D. As soon as practicable after the date of execution of the Owner/Contractor Agreement and within 60 days, the Contractor will make all required submittals.

1.03 REVIEW OF SUBMITTALS

- A. All submittals required by the Contract Documents shall be sent to the Engineer or the CEI administrating the Contract.
- B. Copies of submittals to be returned for the Contractor's use will be processed and mailed to the Contractor within 14 days of receipt of each submittal by the Engineer.
- C. Review of submittals is only for conformance with the design concept of the project or Work and does not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents nor from responsibility for errors and omissions in the submittals.
- D. Submittals received without the Contractor's signed "Checked and Approved" stamp on each copy will be Returned Without Action (RWA) and noted as such.
- E. Any submittals or portions thereof not properly identified as to functions or specific items on the drawings and applicable specification section number will be returned without action (RWA) and noted as such.
- F. Any submittals or portions thereof which are processed and returned to the Contractor will be marked "No Exception Taken", "Revise and Resubmit", or "Rejected". A finding of "No Exceptions Taken" does not relieve the Contractor of the responsibility to ensure that the products submitted will meet the intent of the design.
- G. Submittals which refer to information or data not included in the submittal (excluding the Contract Documents) will not be checked.

1.04 WRITTEN DOCUMENTS

- A. All written documents including letters, letters of transmittal and request, generated by the Contractor shall be on standard letter or legal size paper and include Contractor name, the County's project name and number,

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Engineer's project number, date and must be signed by authorized personnel.

- B. Letters of transmittal whether written or of standard form, shall also clearly identify each part of the submittal with specification section number and drawing number and indicate the number of copies of each part. Letter requesting substitutions shall contain the same information.
- C. All submittals for approval shall be individually numbered by the Contractor in sequence of order of submission. Resubmittal of revised submittals shall bear the same numbers and be clearly marked Resubmittal No. _____.

1.05 COLORS

- A. The Engineer, in noting and marking submittals will use the color green.
- B. The Contractor, in noting and marking submittals shall use the color red.

1.06 ON-SITE RECORDS

- A. Contractor shall have at least one set of complete, approved submittals and shop drawings on the job site at all times when such work is in progress.

END OF SECTION

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SECTION 01370-SCHEDULE OF VALUES

PART 1 - GENERAL

A. Work Under This Contract

1. Submit to the Owner, within fifteen (15) calendar days after award of the Contract, a Schedule of Values allocating the basis for the costs for the various items of the Bid Form.
2. Upon request of the Owner or Engineer support the values with data that will substantiate their correctness.
3. The Schedule of Values, unless objected to by the Engineer or Owner, shall be used only as the basis for the Contractor's Applications for Payment.

B. Related Requirements

1. General and Special Conditions of the Contract.

C. Form and Content of Schedule of Values

1. Type schedule on 8-1/2 in. x 11 in. white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractor's request. Identify schedule with:
 - a. Title of Project and location.
 - b. Engineering and project number.
 - c. Name and address of Contractor.
 - d. Contract designation.
 - e. Date of Submission.
2. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
3. For items in unit price contracts, follow the Bid Form, and provide a listing component parts.
 - a. List major components and their values. The sum of major component values will be equal to the Contract Price.

- b. As a part of each major component, list constituent parts products, operations and corresponding value. Identify the specification number and title. The sum of constituent parts value shall equal the major component value.

D. For the various portions of the work:

1. Each component or payment item shall include a directly proportional amount of the Contractor's overhead and profit.
2. For components or payment items on which progress payments will be requested for stored materials, break down the value into:
 - a. Cost of materials, delivered and stored with taxes paid, and
 - b. Installation and all other costs.
3. Submit sub-schedule for stored materials similar in format and parallel with other schedules.

END OF SECTION

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SECTION 01380 - CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK: Progress photographs shall be taken at periodic intervals, not to exceed 30 days, showing the extent and progress of the work performed as of that date. Photographs shall be taken at each location of work on the day ending period for which partial payment is requested during the development of stages and condition of work and as directed by the Engineer. Typical lift station and pipeline work shall be photographed at different stages of construction at the direction of the Engineer. Initial pre-construction photographs shall be taken no later than 14 calendar days after notice to proceed and prior to beginning of any construction, and shall show all views of the sites, including adjacent private property.
- A. Final Photographs shall be taken in the same manner and location as specified for Progress Photographs.
 - B. At each specified time, take photographs of each major structure or area of work. Furnish 2 prints of each view.
- 1.02 QUALITY ASSURANCE
- A. Camera and Film: Use 35 mm camera with color film as approved by the Engineer.
- 1.03 SUBMITTALS
- A. Submit examples of photographer's work, similar to that required.
 - B. Submit photographs with pay request for work photographed.
 - C. Submit final binder at final closeout meeting.
- 1.04 NEGATIVES
- A. Negatives shall remain the property of Contractor. Maintain negatives for period of two years from Date of Substantial Completion of entire Project. Furnish additional prints during that time, to Owner and Engineer, at commercial rates applicable at time of purchase.

PART 2 - PRODUCTS

2.01 PRINTS

- A. Prints shall be 4" x 6" minimum, full color, matte finish.
- B. Mounting shall be pocket-type, plastic pages with 1 in. hinged binding edge. Submit photographs in plastic pages with pay request. Binder shall be hard cover, one for each set, size suitable to contain all photographs of project.

2.02 IDENTIFICATION

- A. Identify each print on back with:
 - 1. Name of project;
 - 2. Description of view;
 - 3. Time and date of exposure;
 - 4. Key plan, with location of camera and arrow to indicate the direction of view;
 - 5. Name and address of photographer, and
 - 6. Photographer's numbered identification of exposure.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual presentation with correct exposure and focus for high resolution and sharpness with maximum depth-of-field and minimum distortion.

3.02 DELIVERY OF PRINTS

- A. Deliver prints monthly to accompany each request for progress payment. One set of prints each for:
 - 1. Engineer;
 - 2. Owner.

END OF SECTION

SECTION 01390 - AUDIO-VISUAL DOCUMENTATION

PART 1- GENERAL

1.01 SCOPE OF WORK

- A. Prior to commencing work, the Contractor shall have a continuous color audio-visual tape recording taken within the limits of the project to serve as a record of pre-construction conditions.

1.02 CONSTRUCTION SCHEDULE

- A. Tape recordings shall not be made more than 45 days prior to construction in any area. No construction shall begin prior to review and approval of the tapes covering the construction area by the Design Engineer. The Design Engineer shall have the authority to reject all or any portion of a videotape not confirming to specifications and order that it be redone at no additional charge. The Contractor shall reschedule unacceptable coverage within five days after being notified. The Design Engineer shall designate those areas, if any, to be omitted from or added to the audiovisual coverage. All tapes and written records shall become property of Owner.

1.03 PROFESSIONAL ELECTROGRAPHERS (VIDEOGRAPHERS)

- A. The Contractor shall engage the services of a professional electrographer. The color audio-visual tapes shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-visual tape documentation.

1.04 PRESENCE OF OWNER'S REPRESENTATIVE

- A. At the time of audio-visual documentation, an Owner's representative shall be present to witness the audio-visual documentation. It shall be the Contractor's responsibility to provide written notice at least ten (10) days in advance of the day that the documentation is to be performed. No audio-visual documentation will be accepted unless advance notice is provided to the Owner.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The total audio-video system and the procedures employed in its use shall be such as to produce a finished product that will fulfill the technical requirements of the project. The video portion of the recording shall produce bright, sharp, clear pictures with accurate colors and shall be free

from distortion, tearing, rolls or any other form of picture imperfection. All video recordings shall, by electronic means, display on the screen the time of day, and the month, day and year of the recording. This time and date information must be continuously and simultaneously generated with the actual recording. The audio portion of the recording shall produce the commentary of the camera operator with proper clarity and free from distortion.

- B. The recording system shall utilize EIA Standard Video and SNTSC compatible color (American TV Standard).

2.02 EQUIPMENT

- A. Camera - The color video camera used in the recording system shall have EIA Standard: NTSC type color - 1.0V 75 OHMS. Video output from camera (s) shall be capable of horizontal resolution of 350 lines at center and utilize a minimum of 8:1 Zoom with a 2/3 Newvicon tube for optimum color imagery plus minimum lag through one foot candle (10 Lux).
- B. Recorder - The recording shall be made with a VHS video-cassette recorder. The recorder shall record the color signal with a minimum horizontal resolution of 525 lines, 60 field, NTSC color signal, RF Modulated-72dB.
- C. Video Tape Playback Compatibility - The recorded video tapes shall be compatible for playback with any American TV Standard VHS videocassette player.

PART 3 - EXECUTION

3.01 COVERAGE

- A. The recording shall contain coverage of all surface features located within the construction's zone of influence. The surface features within the construction's zone of influence shall include, but not be limited to, all roadways, pavement, detention ponds, walls, railroad tracks, curbs, driveways, sidewalks, culverts, headwalls, retaining walls, buildings, landscaping, trees, shrubbery, and fences. Of particular concern shall be the existence or non-existence of any faults, fractures or defects. Taped coverage shall be limited to one side of the street at any one time and shall include all surface conditions located within the zone of influence supported by appropriate audio description. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

3.02 AUDIO CONTENT

- A. Accompanying the video recording of each video tape shall be a corresponding and simultaneously recorded audio recording. This audio recording, exclusively containing the commentary of the camera operator, shall assist in viewer orientation and in any needed identification, differentiation, clarification, or objective description of the features being shown in the video portion of the recording. The audio recording shall also be free from any conversations between the camera operator and any other production technicians.
- B. Video Tape Log - Each video tape shall have a log of that video tape's contents. The log shall describe the various segments of coverage contained on the video tape in terms of the names of the streets or easement, coverage beginning and end, directions of coverage, video unit counter numbers, engineering stationing numbers and the date.

3.04 TIME OF EXECUTION

- A. Visibility - All recording shall be performed during times of good visibility. No recording shall be done during periods of significant precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subject and to produce bright, sharp video recordings of those subjects. No taping shall be performed when more than 10 percent of the area to be taped contains debris or obstructions unless otherwise authorized by the Owner or Design Engineer.

3.05 CONTINUITY OF COVERAGE

- A. In order to increase the continuity of the coverage the coverage shall consist of a single continuous unedited recording which begins at one end of a particular construction area. However where coverage is required in areas not accessible by conventional wheeled vehicles and smooth transport of the recording system is not possible, such coverage shall consist of an organized interrelated sequence of recordings in various positions along that proposed construction area (e.g., wooded easement area). Such coverage shall be obtained by walking or by a special conveyance approved by the Owner or Design Engineer.

3.06 COVERAGE RATES

- A. The average rate of travel during a particular segment of coverage (e.g. coverage of one side of a street) shall be directly proportional to the number, size, and value of the surface features within the construction area's zone of influence.

3.07

CAMERA OPERATION

- A. Camera Height and Stability - When conventional wheeled vehicles are used as conveyances for the recording system, the vertical distance between the camera lens and the ground shall not exceed 10 feet. The camera shall be firmly mounted such that the transport of the camera during the recording process will not cause an unsteady picture.
- B. Camera Control - Camera pan, tilt, zoom-in and zoom-out rates shall be sufficiently controlled such that recorded objects will be clearly viewed during video tape playback. In addition, all other camera and recording system controls, such as lens focus and aperture, video level, pedestal, chroma, white balance, and electrical focus shall be properly controlled or adjusted to maximize picture quality.
- C. Viewer Orientation Techniques - The audio and video portions of the recording shall maintain viewer orientation. To this end overall establishing views and visual displays of all visible house and business addresses shall be utilized. In easements where the proposed construction location will not be readily apparent to the tape viewer, highly visible yellow flags shall be placed, by the Contractor, in such fashion as to clearly indicate the proposed center line of construction.

3.08

SUBMITTALS – Three copies of the audio / visual tape shall be submitted to the Engineer prior to starting construction.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED REQUIREMENTS

- A. General provisions of Contract, including General and Special Procedures.
- B. Summary of Work - Section 01010.
- C. Submittal requirements - Section 01300.
- D. Operating and maintenance data - Section 01700.
- E. Record documents of materials - Section 01720.

1.02 SECTION INCLUDES

- A. Administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Administrative and procedural requirements for handling requests for substitutions.
- C. Requirements for Product List submittal.

1.03 SUBSTITUTION REQUESTS

- A. Submit a separate request for each proposed substitution; 2 copies each on form bound into Project Manual. Document each request with complete data substantiating compliance of proposed substitution with requirements of Contract Documents.
 - 1. Designate Specification Section and Article number.
 - 2. Identify manufacturer by name and address, trade name, model number or catalog number.
 - 3. List product description, performance and test data, applicable reference standards, availability of maintenance service and source of replacement materials.
 - 4. Give itemized comparison of qualities of proposed substitution with specified product, changes required in other elements of the Work due to substitution and effect on Progress Schedule.

5. Give name and address of similar projects on which product was used and date of installation.
 6. Provide cost data comparing proposed substitution with specified product and state the amount of net change to Contract Sum.
- B. During Bidding period, times for submittal of substitution requests are stated in the Instructions to Bidders.
- C. After Bidding period, the Engineer will not consider any written requests from Contractor for proposed substitutions of products. Subsequent requests will be considered only in case of product unavailability or other condition beyond control of the Contractor.
- D. Do not order or install substitute products without written acceptance from the Engineer. Do not imply or indicate substitutions on shop drawings or product data submittals without a separate formal request.
- E. The Engineer will determine acceptability of substitution. Only one request for substitution for each product will be considered. If not accepted, Contractor shall provide specified product.
- F. Request for substitution constitutes a representation that the Contractor:
1. Has investigated the proposed product and determined that it is equal to or superior in all respects to the specified product.
 2. Will provide same or greater warranties for proposed product as for the specified product.
 3. Will coordinate installation of substitution accepted into the Work and make other changes and adjustments as may be required to make the Work complete in all respects.
 4. Waives all claims for additional costs due to substitution which may later become apparent.
 5. Agrees to reimburse the Owner for the additional service charges of the Engineer and their Consultants for evaluation and review of the proposed substitution and any additional engineering costs required to incorporate the proposed substitution.
 6. Will make all adjustments, changes, or additions as may be required to make the substituted material or utility perform according to the manufacturer's and the COUNTY's recommendations and requirements and to make the work complete and functional in all respects, at no additional cost to the COUNTY. Determination if work is complete and functional shall be at the COUNTY's discretion.

1.04 QUALITY ASSURANCE

- A. To the fullest extent possible, provide products of the same kind, from a single source.
- B. When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.
 - 1. Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
 - 2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.
- D. The Contractor shall be responsible for the constructability and performance of any substitute materials requested by the Contractor and approved by the Engineer or by the County. The Contractor shall ensure that any approved substitute materials will perform to the intent of the specified materials, at no additional cost or time to the County, including the costs of installation, testing, repair, or correction of the utility system due to the performance or lack thereof of the substitute material.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
- B. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- C. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
- D. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
- E. Store heavy materials away from the project structure and existing structures in a manner that will not endanger the supporting construction.
- F. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION

- A. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.
 2. Where available, provide standard products, which meet the specified requirements, of types that have been produced and used successfully in similar situations on other projects.
- B. Product selection is governed by the Contract Documents and governing regulations, not by previous project experience. Procedures governing product selection include the following:

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1. Where only a single source product or manufacturer is named, provide the product indicated or submit a request for substitution for any product or manufacturer not named.
2. Where two or more sources of products or manufacturers are named, provide one of the products indicated or submit a request for substitution for any product or manufacturer not named.
3. Where Specifications describe a product or assembly, listing exact characteristics required, without use of a brand or trade name, provide any product or assembly that provides the characteristics and otherwise complies with Contract requirements.
4. Where Specifications require compliance with performance requirements, provide any products that comply with the specified requirements.
5. Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
6. Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.
7. Where specified product requirements are indicated to be selected from manufacturer's standard colors, patterns, textures, or similar condition, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern and texture from the product line selected.
8. The description of specific qualities takes precedence over specified reference standards. The description of specific qualities and specified reference standards together take precedence over the named products of designated manufacturers.

C. Source Manufacturers:

1. Primary source products and manufacturers named in a Specification section are listed as standards of quality to which other products will be compared.
2. Source manufacturers named in a Specification section are those manufacturers considered capable of manufacturing products conforming to the specified requirements.
3. The naming of source manufacturers in addition to the primary source product and manufacturer specified does not imply acceptance or approval of just any standard product of that manufacturer. The standard products offered by a additional named source manufacturers shall be equal to or superior in every respect to the

specified or primary named source product and shall meet or exceed specification requirements.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require installation of work to comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to all parties involved in the installation, including copies to the Engineer in accordance with Section 01300.
- B. Handle, install, connect, condition, clean, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, notify Engineer for additional instructions.
- C. Do not omit preparatory steps or installation procedures unless specifically modified or exempted by Contract Documents.
- D. Do not proceed with work without clear instructions.

END OF SECTION

SUBSTITUTION REQUEST

PROJECT NAME: _____ DATE: _____
COUNTY PROJECT NUMBER: _____ FROM: _____

TO: Seminole County Environmental Services Department
500 West Lake Mary Blvd.
Sanford, Florida 32773

CONTRACTOR BIDDER SUPPLIER MANUFACTURER

HEREBY REQUESTS ACCEPTANCE OF THE FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF DIVISION ONE OF THE SPECIFICATIONS:

1. SPECIFIED PRODUCT OR SYSTEM:

Generic Description:

Specification Section No. _____ Art. _____ Para. _____

2. SUPPORTING DATA:

Product data for proposed substitution is attached (description of product, reference standards, performance and test data).

3. Sample attached. Sample will be sent if requested.
PRODUCT OR SYSTEM QUALITY COMPARISON:

	SPECIFIED PRODUCT	SUBSTITUTION
Name, brand:	_____	_____

Catalog No.:	_____
--------------	-------

Manufacturer:	_____
---------------	-------

Vendor:	_____
---------	-------

Significant variations:	_____
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Maintenance Service Available Locally: Yes No

If yes, location:

Spare Parts Source:

4. EFFECT OF SUBSTITUTION:

Affects other parts of work: No Yes

Explain:

Substitution changes Contract Time: Add/Deduct ____ days.

Saving or credit to Owner if accepted: \$_____.

Extra cost to Owner if accepted: \$_____.

5. PREVIOUS INSTALLATIONS:

Attach list of local similar projects on which proposed substitution was used and dates of installations.

6. STATEMENT OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT: I/we have investigated the proposed substitution and:

- a. believe that it is equal or superior in all respects to specified product, except as stated above; and
- b. will provide the same warranty as specified for specified product; and
- c. have included complete cost data and implications of the substitution; and
- d. will pay redesign and special inspection costs caused by the use of this product; and
- e. will pay additional costs to other contractors caused by the substitution; and
- f. will coordinate the incorporation of the proposed substitution in the Work; and
- g. will modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning; and
- h. waive future claims for added cost to Contract caused by the substitution; and
- i. agree to pay to the Owner or Engineer the hourly rate of Seventy Dollars (\$80.00) per hour for cost of Engineer to evaluate and review the proposed substitution.

Name and Title: _____ Date

Signature:

ENGINEER'S REVIEW AND ACTION:

__ Substitution not accepted:

__ Resubmit with additional information:

__ Substitution is accepted.

__ Substitution is accepted, with the following comments:

By: _____ Date:

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SUBMITTALS

- A. All facilities to be owned or maintained by the County shall be located on County property, within County rights-of-way or in easement dedicated to the County for the uses intended. Proof of satisfactory completion of water and sewer facilities, satisfactory bacteriological tests, F.D.E.P. Certificates of Completion or Letter of Release, maintenance bonds, itemized construction costs, bills of sale, appropriate legal deeds and executed easements as well as record drawings shall be furnished to the County before final payment is made.
- B. Operating Manuals Data:
1. The Contractor shall furnish to the Engineer required copies of all maintenance manuals, instruction books, parts lists, and installation drawings bound in ringed binders for plug valves and other mechanical equipment furnished under this contract. It shall be the Contractor's responsibility to satisfy the Owner's requirements regarding such data. Manuals, parts lists, etc. shall be presented to Owner at time of final inspection unless specifically requested earlier. All submittals shall be in a binder and neatly indexed and tabbed.
 2. Binder: The manuals shall be in 9-inch by 12-inch three-ring binders of a size to facilitate easy turning of the pages. The binders shall have a full size transparent built-in plastic pocket on the front to accommodate a label showing the name and location of the project, date of completion, Engineer name and contractor's name, address and phone number. On the binding edge the binders shall have a clip-on metal frame or built-in plastic pocket to accommodate a label showing the name and location of the project and the date of completion.
 3. Index: The Contractor shall furnish a neatly typed index in alphabetical or numerical order. Each major division shall list the equipment in alphabetical or numerical order. Listed under each of these major divisions shall be all items specified on the drawings as furnished with major items listed. These secondary items shall also be listed in alphabetical or numerical order. To the right of each of these equipment designations shall be the tab number under which the information can be found.

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4. Tabs: Behind the index, provide numbered tabs beginning with one thru the number required for each type of equipment. Behind the tab, insert all shop drawings, shop-cuts, parts manuals, installation manuals and operation manuals associated with each item furnished. Only one tab will be required for each different material provided. The index designation shall refer to the tab number behind which the information on the equipment can be found.
- C. For utility systems being dedicated to or systems where the design and construction is paid for by the County, a two (2) year maintenance bond, or a Letter of Credit or similar instrument satisfactory to the County, equal to ten percent (10%) of the final utility construction costs shall be posted before Seminole County Utilities will recommend the facilities be accepted by the Board of County Commissioners. See Sections 35.44 and 40.36 of the *Land Development Code*.
- D. Release of Lien Statement:
1. The CONTRACTOR shall submit with his request for final payment sworn statements on the Owner's form from himself and each subcontractor, Material or Labor Supplier who has filed a "Notice to Owner" that all work has been completed and that all bills for labor, materials, and subcontractor's work on the project have been paid for in full.
- E. Record Drawings:
1. It is required that all utility line installations be field surveyed and record drawings be prepared from the survey data. The record drawings shall be signed and sealed by a State of Florida registered professional land surveyor who will be responsible for the accuracy of all dimensions and elevations in accordance with the "Minimum Technical Standards." Record drawings are required prior to final inspection of the project.
 2. At least four (4) complete sets of record drawings must be received by the County three (3) full working days prior to final inspection. The record drawings will be compared to the approved construction plans and shall be subject to field verification before final inspection of the project.
 3. Residential project dimensions are to be referenced from a permanent and easily recoverable physical monument (i.e., fire hydrant, property corner, street intersection, center line of road, etc.). Commercial projects shall be referenced from buildings and other pertinent structures.

- a. The horizontal location of new water mains, valves, blow offs, meters and/or meter boxes, manholes, force mains, lift stations and reclaimed water lines, and points of connection to existing water mains, force mains, manholes, lift stations, marker balls, and reclaimed water lines shall be referenced by distance to at least two permanent points.
 - b. The vertical location of new and points of connection to existing gravity sewer mains, reclaimed water mains and manholes, lift stations, water mains and force mains shall be referenced by distance to at least one permanent point.
 - c. The location of electronic marker balls installed during construction shall be noted on the record drawings by the symbol "EMB." Dimensions of the actual installed location of all utility lines constructed within an easement shall be shown on the record drawings.
4. Four (4) copies of a site survey of the approved lift station site, if applicable, must be received by the County. The survey shall be certified by a State of Florida registered professional land surveyor and include the legal description of the property.
 5. At least one copy of the project CAD file showing all improvements, including the lift station site survey, shall be provided to inspection after the final inspection and prior to acceptance by the Board of County Commissioners.

F. Final Inspection:

1. Final inspection will be held upon completion of the project. The Contractor shall notify the Owner, upon completion, to arrange an inspection tour of the completed project.
2. The Contractor, and the Owner's representatives shall be present for the inspection.

END OF SECTION

SECTION 01720 - RECORD DRAWINGS

PART 1 - GENERAL

1.01 DESCRIPTION: The Work covered under this section shall include furnishing the Engineer all information necessary for a complete set of Record Drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Record Drawings information shall be in strict accordance with the following codes and standards:

- A. Local county, municipal and utility codes
- B. Department of Environmental Protection (FDEP)
- C. Other sections of these specifications

1.03 MATERIALS: The Contractor shall mark on the construction drawings of the Contract Documents all field information.

PART 2 – RECORD DRAWINGS

The Contractor shall submit three (3) sets of certified Record Drawings and digital drawings either in AutoCAD (dwg) or Environmental Systems Research Institute (ESRI) (shapefile) format to the County, "Attention: Contracts Technician, Planning, Engineering and Inspection (PEI) Department", seven (7) full working days prior to final inspection. The Record Drawings will be compared to the approved construction plans and shall be subject to field verification before final inspection of the project. All Record Drawings shall be field verified, certified, signed and sealed by the Surveyor who will be responsible for the accuracy of all dimensions and elevations in accordance with the "Minimum Technical Standards". The Engineer of Record shall be responsible for recording information on the approved Plans concurrently with construction progress. Record Drawings submitted to the County as part of the project acceptance shall comply with the following requirements:

Drawings shall be legibly marked to reflect actual construction. All field changes not noted on the As-Builts/Record Drawings will be grounds for the rejection of As-Builts/Record Drawings.

Drawings shall show actual location and distances between all underground and above ground water, wastewater and reclaimed water

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pipng and related appurtenances. All changes to piping location including horizontal and vertical locations of utilities and appurtenances shall be clearly shown and referenced to permanent surface improvements such as edge of pavement etc. Drawings shall also show actual installed pipe material, class, etc.

Drawings shall clearly show all field changes of dimension and detail including changes made by field order or by change order.

Drawings shall clearly show all details not on original contract drawings but constructed in field. All equipment and piping relocation shall be clearly shown.

Location of all manholes, hydrants, valves, and valve boxes shall be shown. All water, sewer and reclaim devices shall be referenced from at least two preferably three permanent points. Dimensions between all manholes shall be field verified and shown. The inverts and rim elevations of all manholes shall be shown.

The X, Y and (Z) location based on the coordinate system Florida East Zone State Plane Coordinate Feet NAD 83, of all manholes(rim elevation), lift stations(rim elevation), cleanouts(grade), valves(center of pipe) and valve boxes(grade), hydrants(grade), blow offs(grade), sample points(grade) and meter boxes(grade) etc. shall be clearly shown. Acceptable position accuracy shall be sub-meter or better for compatibility with Global Positioning System (GPS) equipment.

Locations of all Electronic Location Ball (LB) devices shall be shown on the Record Drawings, labeled WLB, SLB and RLB for Water, Sewer and Reclaimed Water respectively.

Each sheet of the Plans shall be signed, sealed and dated by the Engineer of Record as being "Record Drawings". Construction Plans simply stamped "Record Drawings" and lacking in above requirements will not be accepted, and will be returned to the Engineer of Record. The "Certificate of Completion" will not be issued until correct "Record Drawings" have been submitted.

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PART 3 - EXECUTION

3.01 RECORDS: Daily records of changes in location of piping, fixtures and other items shall be kept and recorded on the record drawings. Seminole County Environmental Services Department requires that subsurface utility improvements have their physical locations surveyed the same day as they are installed (i.e., mains, valves, manholes, etc.). Surveyed locations and elevations are to be available upon request to the County and Engineer.

The Contractor shall review the completed record drawings and ascertain that all data furnished is accurate and truly represents the work actually installed. No Record Drawings information will be accepted from subcontractors.

3.02 SUBMITTAL: The project shall not be considered to be in substantial completion until record drawings have been submitted and accepted by the Engineer. Prior to final payment the record drawings shall be revised by the Contractor to reflect any changes which have occurred since the substantial completion submittal.

END OF SECTION

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SECTION 02104 - PROTECTION OF SHRUBS, TREES AND OTHER PLANTINGS

PART 1 - GENERAL

1.01 SCOPE: The Work under this section includes the furnishing of all labor, materials, tools and equipment necessary to properly preserve, protect and maintain trees, shrubs and other plantings adjacent to the work that are not to be removed.

1.02 APPLICABLE SECTIONS: For Sodding, see Section 02930.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PROTECTION OF EXISTING TREES AND SHRUBS:

- A. The Contractor shall enclose the trunks of trees adjacent to his work that are not to be removed. The Contractor shall protect them from injury from piled material, from equipment, from his operations, or other functions of Work. Excavating machinery and cranes shall be of suitable type and size and so operated with care to prevent injury to trees not to be removed especially to overhanging branches and limbs.
- B. Cutting of branches, limbs, and roots shall be subject to the approval of the Engineer, and shall be paid for by the Contractor. All cutting shall be smoothly and neatly done without splitting or crushing. In cases of cutting or unavoidable injury to branches, limbs, or trunks of trees, the cut or injured portions shall be neatly trimmed and covered with an application of grafting wax or tree healing paint. All tree trimming and cutting of trees are to be done by a qualified and approved tree surgeon and shall be paid for by the Contractor.
- C. Prior to commencing construction, the Contractor shall inform the private owners of shrubs, plants, etc. in the project area so that the owners of the affected shrubs, plants, etc., may remove them if they so desire; otherwise said plants and shrubs shall be removed by the Contractor, and shall be replanted or replaced in kind by the Contractor upon completion of construction at no additional cost.
- D. The Contractor will be required to replant or replace in kind any sod, shrubs, plants, etc., removed during construction. He will be required to block out sod in neat squares provided it is to be replanted within 48 hours, wrap root area of plants, shrubs, etc., with burlap bags, wet down and keep in good

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condition for replanting. The Contractor will also be required to replace the topsoil within the limit of the construction in non-pavement areas. Any sod removed and replanted shall be handled in accordance with Section 575 of the FDOT Specifications. See Section 02930: Sodding, for other requirements.

- E. The Contractor shall notify the Owner of the project at least two weeks prior to the beginning of construction so that he may remove any trees, shrubs, sod, etc., from the construction area.

END OF SECTION

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SECTION 02110 - CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION: Work under this section of the specifications consists of clearing and grubbing for the construction as shown on the plans, and the disposal of materials and debris resulting from the clearing and grubbing operations. The area of construction shall be cleared as required, subject to the approval of the Owner. The extent of clearing shall be minimized to the width required for installation of the work. The Contractor is expected to visit the sites of the work and determine for himself the extent of the clearing and grubbing necessary for his construction operations.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING: Clearing only consists of the removal of all trees, living or dead, stumps, down timber, brush, rubbish and all other objectionable debris, from the area to be cleared. Trees, stumps and brush may be cut off flush with the surrounding ground surface or removed with a bulldozer at the option of the Contractor.

3.02 CLEARING AND GRUBBING: On areas specified to be cleared and grubbed, all trees, stumps, down timber, brush and other objects standing on or protruding from the ground shall be removed. All roots shall be grubbed and removed a minimum of 18 inches below the surface of the ground. Holes caused by grubbing operations shall be filled to the level of adjacent ground.

3.03 SELECTIVE CLEARING AND/OR GRUBBING: Special attention shall be given by the Contractor to saving, protecting and preserving any existing trees, shrubs or other vegetation so designated by the Engineer and/or Owner. The Owner or his representative will select and mark, or otherwise designate, trees, ornamentals or other vegetation to be preserved.

3.04 DISPOSAL: All material and debris resulting from clearing, or clearing and grubbing, operations shall be disposed of in a manner approved by the Engineer. It shall be the responsibility of the Contractor to obtain permits for hauling and disposal in areas where such permits are required and he shall be responsible for any and all damage to surrounding property or areas caused by his hauling operations.

3.05 CLEANUP: In accordance with the GENERAL CONDITIONS.

END OF SECTION

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SECTION 02140 - DEWATERING

PART 1 - GENERAL

1.01 DESCRIPTION: The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The dewatering of any excavation areas and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations. The Contractor shall obtain any required dewatering permit from the appropriate agencies prior to commencing dewatering operations.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 DEWATERING: The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. If subsurface water is encountered, the Contractor shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other Engineer approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the Contractor shall obtain the Engineer's approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

3.02 Dewatering equipment shall meet the following residential sound limits of 67 DB at 15 feet from dewatering equipment. The engine driven pumping equipment shall not be located within 25 feet of any residential unit.

3.03 DISPOSAL: Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. Contractor is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the Contractor's plan for trench disposal is approved in writing by the

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Engineer. The Contractor's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

END OF SECTION

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SECTION 02150 - SHEETING AND SHORING

PART 1 - GENERAL

1.01 SCOPE: The work under this section includes the furnishing of all labor, materials, tools and equipment necessary to prevent cave-in of excavations and trench walls or settlement of areas adjacent to excavations and trench walls.

1.02 GENERAL REQUIREMENTS: The Contractor shall provide and install such sheeting and shoring as required to support the sides of any excavation to prevent earth movement that could endanger the work or workmen, or any existing structures, or to confine the construction within a specified area such as an easement or street right-of-way. Sheeting and shoring shall be used when the angle of repose for sloping of sides cannot be obtained. It shall be the Contractor's responsibility to place this sheeting and shoring for such protective purposes without the Owner's or Engineer's instructions. All sheeting placed below the crown elevation of pipe shall be left in place and trench backfilled in accordance with the applicable sections of the Specifications.

PART 2 - PRODUCT

2.01 MATERIALS

- A. Steel or wood sheeting may be used at the Contractor's option. Sheeting shall be of adequate strength for the purpose intended.
- B. Where conditions permit, steel drag shields or trench boxes may be used. Voids left by the advancement of the shield shall be carefully backfilled and compacted in accordance with trench backfill requirements.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall provide and install sheeting and shoring as necessary. Sheeting and shoring will be considered as being for Contractor's convenience and benefit, and all costs of furnishing, installing and removing same shall be borne by him. Sheeting may be timber or steel at the Contractor's option unless otherwise specified on the Contract Drawings or elsewhere in these specifications.

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- B. Steel sheeting above the crown elevation of pipe may be completely removed when sufficient backfill has been placed to prevent damage to the work and/or existing structures. Care shall be exercised to prevent the opening of voids during the extraction process. Unless otherwise directed by the Engineer, all timber sheeting shall be cut off thirty (30) inches below grade and left in place, with proper bracing to provide lateral support. All sheeting placed below the crown elevation of pipe shall be cut off above the pipe crown elevations and left in place. No payment will be made for sheeting or drag shields under this Contract. The cost therefore shall be merged with the cost of the items to which the sheeting or drag shields is incidental or appurtenant.

END OF SECTION

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SECTION 02200 - EARTHWORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation of subgrade for building slabs and walks.
- B. Excavation, fill, and backfill.

1.02 QUALITY ASSURANCE

- A. Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

1.03 PROJECT CONDITIONS

- A. Locate existing underground utilities in areas of work. Provide adequate means of support and protection during earthwork operations.
- B. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- C. Do not interrupt existing utilities serving occupied facilities.
- D. The use of explosives is not permitted.
- E. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. Satisfactory Soil Materials: ASTM D2487 soil classification groups GW, GP, GM, SM, SW and SP.
- B. Unsatisfactory Soil Materials: ASTM D2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH and PT.

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- C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.
- D. Drainage Fill: Washed, evenly graded mixture of crushed stone, or crushed or uncrushed gravel, with 100 percent passing a 1-1/2 in. sieve and not more than 5 percent passing a No. 4 sieve.
- E. Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2 in. in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. Foundation Preparation Excavation:
 1. Excavate structure area extending at least one foot outside the perimeter of the wall footing limits down to 4 ft. below existing ground surface or 2 ft. below footing bottom whichever is lower.
 2. Compact excavation subgrade as specified. Perform field density tests and have subgrade approved before backfilling.
 3. Perform backfilling, compacting and testing of foundation excavation in incremental lifts to the level of the footings and slabs as specified.
- B. Excavation is Unclassified, and includes excavation to subgrade elevations indicated, regardless of character of materials and obstructions encountered.
- C. Unauthorized Excavation: Removal of materials beyond indicated subgrade elevations or dimensions without specific direction. Unauthorized excavation, as well as remedial work directed by Engineer, shall be at Contractor's expense.
- D. Additional Excavation:
 1. When unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Engineer.
 2. Removal of unsuitable material and its replacement as directed will be paid for in accordance with the lump sum contract price for sitework.

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E. Stability of Excavations:

1. Slope sides of excavations to comply with local codes and ordinances having jurisdiction.
2. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.
3. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

F. Shoring and Bracing:

1. Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.
2. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

G. Dewatering:

1. Prevent surface water and subsurface or ground water from flowing into excavations.
2. Do not allow water to accumulate in excavations.
3. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
4. Draw groundwater table down at least one ft. below wetwell slab bottom excavation and maintain at least 2 ft. below the level of compaction of backfill material for wetwell or piping.
5. Draw groundwater table down to a level at least 6 ft. below existing ground surface to permit excavation and compaction of soils beneath wall, piping or equipment foundations. Maintain groundwater table at least 2 ft. below the level of compaction of excavation subgrade and backfill material.

H. Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

I. Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 ft., and extending a sufficient distance from footings and foundations to permit placing and removal of concrete form work, installation of services, other construction, and for inspection.

1. In excavating for footings and foundations, take care not to disturb bottom of excavation.

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2. Excavate by hand to final grade just before concrete reinforcement is placed.
3. Trim bottoms to required lines and grades to leave solid base to receive other work.

J. Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room. Provide minimum 6 in. clearance on each side of pipe or conduit.

1. Excavate trenches to depth indicated or required for indicated flow lines and invert elevations.
2. Where rock is encountered, carry excavation 6 in. below scheduled elevation and backfill with a 6 in. layer of crushed stone or gravel prior to installation of pipe.
3. For pipes or conduit 5 in. or less, excavate to indicated depths. Hand excavate bottom cut to accurate elevations and support pipe or conduit on undisturbed soil.
4. For pipes or conduit 6 in. or larger, and other work indicated to receive subbase, excavate to subbase depth indicated, or, if not otherwise indicated, to 6 in. below bottom of work to be supported.
5. Except as otherwise indicated, excavate for exterior water-bearing piping so top of piping is minimum 3'0" below finished grade.
6. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.
7. Backfill trenches with concrete where trench excavations pass within 18 in. of wall footings and which are carried below bottom of such footings, or which pass under wall footings.

K. Do not backfill trenches until tests and inspections have been made and backfilling authorized by Engineer.

3.02 COMPACTION

A. Compact soil to the following percentages of maximum dry density relationship of the Modified Proctor, ASTM D1557.

1. Structures, Building Slabs and Pavements: Compact subgrade and each layer of backfill or fill material at 98 percent maximum dry density. Compaction shall be performed in 12 in. lifts.
2. Lawn or Unpaved Areas: Compact subgrade and each layer of backfill or fill material at 95 percent maximum dry density. Compaction shall be performed in 12 in. lifts.
3. Walkways: Compact subgrade and each layer of backfill or fill material at 95 percent maximum dry density. Compaction shall be performed in 12 in. lifts.

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- B. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

3.03 BACKFILL AND FILL

- A. Place specified soil material in layers to required subgrade elevations:
 - 1. In excavations, use satisfactory excavated or borrow material.
 - 2. Under grassed areas, use satisfactory excavated or borrow material.
 - 3. Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both. Place shoulders along edges of subbase course to prevent lateral movement with satisfactory excavated or borrow material.
 - 4. Under steps, use subbase material.
 - 5. Under building slabs, use drainage fill material.
 - 6. Under piping and conduit, use subbase material where subbase is indicated under piping or conduit; shape to fit bottom 90 deg. of cylinder.

- B. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Acceptance of construction below finish grade including waterproofing and perimeter insulation.
 - 2. Inspection, testing, approval, and recording locations of underground utilities. The Contractor shall provide a minimum of 48 hours notice to the Engineer prior to starting any backfilling or fill work that requires testing.
 - 3. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.

- C. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

- D. When existing ground surface has a density less than that specified for particular area classification, break up ground surface, pulverize, moisture--condition to optimum moisture content, and compact to required depth and percentage of maximum density.

- E. Place backfill and fill materials in layers of 8 in. loose depth for material compacted by heavy compaction equipment, (take care and necessary precautions not to cause settlement and/or damage to adjacent slabs,

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- walls, structures, etc.) and 4 in. in loose depth for material compacted by hand operated tampers.
- F. Contractor shall provide a minimum of forty-eight hours notice to the Engineer prior to starting any backfilling or fill work that requires testing.
 - G. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - H. Place backfill and fill materials evenly adjacent to structures, without wedging against structures or displacement of piping or conduit. Compaction equipment used within 10 ft. of buried walls and soil supported structures shall not exceed 2000 lbs.

3.04 GRADING

- A. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding and as follows:
 - 1. Finish to within not more than 0.10 ft. above or below required subgrade elevations.
 - 2. Walks: Shape surface to line, grade and cross-section, with finish surface not more than 0.10 ft. above or below required subgrade elevation.
 - 3. Pavements: Shape surface to line, grade and cross-section, with finish surface 1/2 in. above or below required subgrade elevation.
- B. Grading Surface of Fill under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to 1/2 in. below required elevation.

3.05 FIELD QUALITY CONTROL

- A. The Owner will employ a testing laboratory to perform soil testing and inspection service for quality control testing during earthwork operations.
- B. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests, and any subsequent retests, indicate the material and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay the laboratory costs incurred in such tests.
- C. Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

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- D. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), as applicable.
 - 1. Paved Areas and Structure Slab Subgrade:
 - a. One field density test of subgrade for each 1000 sq. ft., minimum 2 tests.
 - b. One field density test for each layer compacted fill, for each 1000 sq. ft., minimum 2 tests each layer.
- E. If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills which have been placed below specified density, provide additional compaction and testing at no additional expense to Owner.

3.06 CLEANING AND PROTECTION

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Remove excess excavated and waste materials, including unacceptable excavated material, trash and debris, and legally dispose of it off Owner's property.

END OF SECTION

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SECTION 02260 - FINISH GRADING

PART 1 - GENERAL

1.01 DESCRIPTION: To bring to finished elevations all earth materials as called for in drawings. This general work includes the completion of finish grading so that surfaces of compacted material are correctly oriented with the requirements of the slab or other component which will rest on the grade at that point.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Fill: All fill shall be clean sand, free from debris, vegetable matter and other deleterious substances.
- B. Topsoil: All topsoil material on the site that is determined by the Engineer to be satisfactory for landscaping and/or grassing operations shall be stockpiled near the excavation limits for such use unless otherwise directed by the Engineer.

PART 3 - EXECUTION

3.01 GRADING: Fill, backfill and rough grade as necessary to bring entire site level with elevations of undersides of concrete slabs, walks, paving and finished landscaping as indicated on drawings or in specifications.

3.02 FINISH GRADING:

- A. Where elevations are indicated on plans, obtain such finish elevations, and establish uniform slopes of finish grades between indicated elevations.
- B. Where elevations are not indicated, establish and obtain uniform slope from finished spot elevations at the exterior face of the building out to the nearest indicated elevations for finished grades, as shown on plans.

END OF SECTION

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SECTION 02370-TEMPORARY EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work specified herein consists of designing, providing, maintaining and/or removing temporary erosion and sedimentation controls as necessary.
- B. Temporary erosion controls include, but are not limited to, sodding on-site surfaces and at those locations that will ensure that erosion during construction will be either eliminated or maintained within acceptable limits as established by the Engineer.
- C. Temporary sedimentation controls include, but are not limited to, silt fences and dams, traps, turbidity barriers, and appurtenances at the foot of sloped surfaces, which will ensure that sedimentation pollution, will be either eliminated or maintained within acceptable limits as established by the Engineer.
- D. Contractor is responsible for providing effective temporary erosion and sedimentation control measures during construction or until final controls become effective.

1.02 REFERENCES

- A. Codes, Specifications, and Standards:

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

- B. Florida Department of Transportation (FDOT) Specifications:

1. Section 104 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
2. Florida Department of Transportation Roadway and Traffic Design Standards, Indexes 100, 101, 102, 103, and 104.

1.03 SUBMITTALS: One (1) week prior to commencement of construction, Contractor shall submit to the Engineer his proposed plans and schedules for erosion and sedimentation control in writing.

PART 2 – PRODUCTS

2.01 EROSION CONTROL

- A. Sod - Bermuda grass, Argentine Bahia grass, Pensacola Bahia grass or St. Augustine.
- B. Netting - Polypropylene mesh netting 5/8 x 3/4-inch (16 x 19mm) mesh with interwoven curlex fibers as manufactured by American Excelsior Company or equal.

2.02 SEDIMENTATION CONTROL

- A. Bales - clean, seed-free cereal hay type.
- B. Sediment Control Fencing (Silt Fencing) - as manufactured by American Excelsior Company or equal.
- C. Filter stone - crushed stone conforming to Florida Department of Transportation Specifications.
- D. Concrete block - hollow, non-load bearing type.
- E. Concrete - exterior grade not less than 1-inch thick.
- F. Turbidity Barriers - floating or staked as required.

PART 3 - EXECUTION

3.01 EROSION CONTROL

A. Minimum Procedures:

1. Slopes greater than 3:1 shall be scarified or loosened to a depth of not less than 4 inches and then raked smooth of all debris larger than 1/2-inch diameter.
2. Sod shall be placed by hand within 24 hours after scarification of the soil.
3. Sod shall be placed with edges in close contact and joints staggered to avoid continuous seam line. The offset shall be a minimum of 6 inches.

3.02 SEDIMENTATION CONTROL: Install and maintain silt fences and dams, traps, turbidity barriers, and appurtenances as shown on the Drawings and as required by FDOT Standard Specifications for Road and Bridge Construction and FDOT Roadway and Traffic Design Standards for all construction. Hay bales that deteriorate and filter stone that dislodges shall be replaced.

3.03 PERFORMANCE: Should any of the temporary erosion and sedimentation control measures employed by the Contractor fail to produce results that comply with the requirements of the State of Florida, the Contractor shall immediately take whatever steps necessary to correct the deficiency at his own expense.

END OF SECTION

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SECTION 02405 - HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.01 This section includes directional drilling, qualifications, pipeline material and fittings, installation and testing for HDPE Pipe.

1.02 RELATED SECTIONS

Section 02140 - Dewatering

1.03 REFERENCES

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

1. ASTM A307 - Carbon steel nuts and bolts
2. ASTM A536 - Ductile Iron Castings
3. ASTM D1248 - Polyethylene Plastics
4. ASTM D1784 - PVC Compounds
5. ASTM D1785 - Schedule 40, 80 and 120 plastic pipe
6. ASTM D3035 - Polyethylene Plastic Pipe Based on Controlled Outside Diameter
7. ASTM D3350 - Polyethylene Plastics Pipe and Fittings Materials
8. ASTM F1674 - Test Method for Joint Restraint Products for Use with PVC pipe.

1.04 SUBMITTALS

- A. Technical data for the equipment, method of installation, and proposed sequence of construction.
- B. Include information on how the bore is to be steered, the information recorded, and the certified as-built provided.
- C. Certification of pipe and fittings.

1.05 QUALIFICATIONS

The contractor shall provide work reference for which similar work has been conducted. A contact name and telephone number must be included for each reference. Conventional trenching experience or jack and bore experience will not be considered applicable.

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PART 2 PRODUCTS

2.01 BORING EQUIPMENT

Minimum 30,000 pound mechanical drilling rig controlling a boring head, assisted by and cooled by approved drilling fluid of low pressure and volume.

2.02 POLYETHYLENE PIPE AND FITTINGS

- A. AWWA C906 pipe 4 inches through 60 inches shall be color coded as specified in 2.05 of this Section. Stripes printed on the pipe outside surface shall not be acceptable. AWWA C906 pipe shall be as manufactured by PPI or equal. All pipe and fittings shall be designed and produced to ductile iron or C 900 diameters with uniform dimensions for outside diameter.
- B. Pipe installed within the bore hole shall be PE3408 High Density Polyethylene Pipe meeting cell classification 345434C or 345434E per ASTM D3350; meeting Type III, Class B or Class C, Category 5, Grade P34 per ASTM D1248; and shall be listed in the name of the pipe and fitting manufacturer in Plastic Pipe Institute TR-4, Recommended Hydrostatic Strengths and Design Stresses for Thermoplastic Pipe and Fittings, Compounds, with a standard grade rating of 100 PSI at 73 degrees Fahrenheit. The manufacturer shall certify that the materials used to manufacture pipe and fittings meet these requirements.
- C. Polyethylene pipe shall be manufactured in accordance with ASTM F714, Polyethylene (PE) Plastic Pipe (DR-11.0/PR-100) or ASTM 3035, Polyethylene (PE) Plastic Pipe (DR-11.0/PR-100) based on controlled outside diameter and shall be so marked. Each production lot of pipe shall be tested for melt index, density, percent carbon, dimensions and either quick burst or ring tensile strength.
- D. Mechanical joint connections between ductile iron pipe or fittings and HDPE pipe or fittings shall use ductile iron mechanical joint glands conforming to AWWA C111 and AWWA C153. Mechanical joints shall be full thrust restrained. Gaskets, bolts and hexagonal nuts shall be standard rubber gaskets conforming to AWWA C111. Follower gland shall match Class 350 "compact" fittings.

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2.03

HEAT FUSION / BUTT FUSION

- A. Fusion equipment specially designed for heat fusion of HDPE shall be used. The equipment utilized shall be regulated for the different melts strength materials. Compatibility fusion techniques shall be used when polyethylenes of different melt indexes are fused together. Use the following procedure to butt fuse HDPE pipe. If an operation contradicts manufacturer's directions, follow the manufacturer's recommendation.
1. Maintain the proper temperature of the heater plate as recommended by the pipe manufacturer. Check it with a tempilstik or pyrometer for correct surface temperature.
 2. Clean pipe ends inside and outside with a clean cotton cloth to remove dirt, water, grease, and other foreign materials.
 3. Square (face) the pipe ends using facing tools of the fusion machine. Remove all burrs, chips and fillings before joining pipe or fittings.
 4. Check line-up of pipe ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Make sure the clamps are tight so that the pipe does not slip during the fusion process.
 5. Insert clean heater plate between aligned ends and bring ends firmly in contact with plate but do not apply pressure while achieving melt pattern. Allow pipe ends to heat and soften. Softening depths shall meet the manufacturer's recommendation.
 6. Carefully move the pipe ends away from the heater plat and remove the plate (if the softened material sticks to the heater plate, discontinue the joint, clean heater plate, resquare pipe ends, and start over).
 7. Bring melted end together rapidly. Do not slam. Apply enough pressure to form a double roll-back bead to the body of the pipe around the entire circumference of the pipe about 1/8-inch (3.175 mm) to 3/16-inch (4.763 mm) wide. Pressure is necessary to cause the heated material to flow together.
 8. Allow the joint to cool and solidify properly. Remove the pipe from the clamps and inspect the joint appearance.

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2.04 HDPE may be jointed by Electrofusion coupling as manufactured by Central Plastics. All preapproved manufactures of the electrofusion couplings and fittings shall be an ISO 9001 certified company, with a complete line of materials.

2.05 PIPELINE IDENTIFICATION

A. All polyethylene pipe shall be black, and shall contain a continuous colored stripe, 2 inches wide, at three separate locations along the length of the pipe. Stripe color shall be:

1. Potable Water Mains - blue stripes
2. Reclaimed Water Mains - purple stripes

2.06 SOURCE QUALITY CONTROL

The Manufacturer shall have manufacturing and quality control facilities capable of producing and assuring the quality of pipe and fitting required by these specifications. The Manufacturer's production facilities shall be open for inspection by the Owner or his authorized representative.

PART 3 EXECUTION

3.01 SITE VERIFICATION OF CONDITIONS

- A. Prior to all work in this section, carefully inspect the site and verify that there is access to the points where this installation may properly commence.
- B. Verify that all work can be installed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.
- C. Verify that there are no conflicts with existing utilities prior to the start of work.
- D. In the event of discrepancy, immediately notify the Engineer in writing.
- E. Deviations from the borepath due to underground obstructions will be discussed on-site with the Engineer and revised borepaths may be drilled based upon consent of the Engineer.
- F. Do not proceed with installation in the areas of the discrepancy until all such discrepancies have been fully resolved.

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3.02 DIRECTIONAL DRILLING

- A. The installation of pipeline by directional drilling shall be within the limits indicated on the Drawings.
- B. Directional drilling operations shall be conducted so that the depth at valves and crossings does not exceed 6 feet.
- B. Before directional drilling operation begins, depending on locations of drill rigs, cofferdams and dewatering shall be setup in accordance with Section 02240.
- C. Steering of the bore shall be conducted with a wire line guidance system, and the bore certified by a Professional Engineer licensed in the State of Florida. As-built variance from designed borepath shall not exceed +/- 0.5 feet in the vertical plane and +/- 2 feet in the horizontal plane. Contractor is responsible for providing the certified as-built information showing vertical depth to the centerline of the pipe at 10' intervals and any deviations in the horizontal plane measured from fixed objects.
- D. Boring shall be conducted using a mechanical boring head, assisted by and cooled by drilling fluid of low pressure and volume. Material Safety Data Sheets must be provided and approved by the Engineer for all drilling slurry compounds.
- E. Back reaming shall be conducted to enlarge and prepare the bore hole for pipe installation. Final back reamed diameter of the hole shall be 1.5 times the outside diameter of the pipe or larger.
- F. High density polyethylene pipe shall be heat fused and pressure tested as per manufacturer's guidelines before installation in the bore hole. During assembly and prior to pullback, pipe must be laid out in such a way as to minimize interference to pedestrian and vehicular traffic.
- G. Damage to the site will be restored to equal or better than pre-construction condition.
- H. Where construction activities are in close proximity to lakes, creeks, waterways or wetlands, silt fences will be used to protect the water from displaced soils, debris and other construction related materials.

3.03 DISPOSAL OF SURPLUS FLUIDS

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- A. All drill fluid excess should be contained in entry and/or exit pits and pumped as needed into additional on-site storage tanks, tanker trucks, vac trucks, etc. Contractor shall dispose of drill fluid excess to the satisfaction of the Owner and Engineer. After extraction drill fluids, pits and work areas are to be restored to equal or better condition than pre-construction condition.
- B. All material not needed or not suitable for backfilling over or around the entry and receiving pits shall be disposed by the Contractor at no extra charge. The disposal shall be subject to local codes and regulations.

3.04 SAFETY

- A. Comply with the following safety considerations to protect lives and property.
 - 1. Provide crew with safety vests to be worn at all times.
 - 2. Provide crew with safety equipment which will detect electrical current and voltage, with both visual and audible alarms, in the event of contact with electrical or telecommunication lines. Provide and use properly ground matting around the boring equipment. Provide insulated work boots and gloves.
 - 3. Notify affected homeowners or businesses before start of construction.

3.05 TESTING AND DISINFECTION

Test and disinfect pipeline in accordance with Section 02675.

END OF SECTION

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

PART 1 - GENERAL

1.01 DESCRIPTION

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

1.02 QUALITY ASSURANCE

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

1.03 SUBMITTALS

- A. Certifications: Supplier of casing shall certify conformance to these specifications.
- B. Laying schedule including length, diameter and thickness of casing for each crossing.
- C. Casing spacers.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Steel casings shall conform to the requirements of ASTM Designation A139 (straight seam pipe only) Grade "B" with minimum yield strength of 35,000 psi. Pipe shall be seamless or have no more than one (1) longitudinal weld. Field and shop welds of the casing pipes shall conform to the American Welding Society (AWS) standard specifications. Field welds shall be complete penetration, single-bevel groove type joints. Welds shall be air tight and continuous over the entire circumference of the pipe and shall not increase the outside pipe diameter by more than 3/4-inch. A bituminous coating of coal tar varnish or asphalt base paint, one-mil thick shall be

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applied by the factory. The casing pipes shall have the minimum nominal diameter and wall thickness as shown on the following table:

CARRIER PIPE NOMINAL SIZE	CASING PIPE OUTSIDE DIAMETER INCHES	WALL THICKNESS INCHES
4	14	0.250
6	16	0.250
8	18	0.250
10	20	0.250
12	22	0.250
16	28	0.312
20	34	0.375
24	36	0.375

- B. Carrier Pipe Support: Carrier pipes inside of steel casing pipe shall be supported by casing spacers at no more than 10 feet between spacers but not more than manufacturer's recommendations. Each spacer shall be 12 inches wide and manufactured of minimum 14 gauge Type 304 steel or 14 gauge steel with fusion bonded PVC coating. Spacers shall be lined with a 90-mil PVC liner. All stainless nuts and bolts shall be corrosion resistant and compatible with the respective steel band. Each spacer shall have a minimum of 4 runner supports manufactured of a high molecular weight polymer plastic. The runner supports shall be of adequate height to position the carrier pipe in the center of casing with a minimum top clearance of 1/2 inch. All casing spacers larger than a 36-inch diameter (carrier pipe) shall be factory designed, taking into consideration the weight of the carrier pipe filled with water. All calculations and drawings shall be submitted to the Engineer for review. Casing spacers shall be manufactured by Advanced Products and Systems, Cascade Manufacturing, Pipeline Seal and Insulator or an approved equal

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

PART 3 - EXECUTION

3.01 CONSTRUCTION REQUIREMENTS

- A. Work Coordination: It shall be the Contractor's responsibility to perform the boring and jacking work in strict conformance with the requirements of the agency in whose right of way or easement the work is being performed. Any special requirements of the agency such as insurance, maintenance of traffic, etc. shall be strictly adhered to during the performance of Work.
- B. Dewatering: Dewatering through the casing during construction shall not be permitted. All dewatering methods shall be approved by the County before construction work begins.
- C. Jacking Pit: Excavation adjacent to the roads shall be performed in a manner to adequately support the roads. Bracing, shoring, sheeting or other supports shall be installed as needed. Contractor install suitable reaction blocks for the jacks as required. Jacking operations shall be continuous and precautions shall be taken to avoid interruptions, which might cause the casing to "freeze" in place. Upon completion of jacking operations, the reaction blocks, braces, and all other associated construction materials shall be completely removed from the site.
- D. Miscellaneous Requirements: Correct line and grade shall be carefully maintained. Earth within the casing shall not be removed too close to the cutting edge in order to prevent the formation of voids outside the casing. If voids are formed, they shall be satisfactorily filled by pumping with grout.
- E. The sections of steel casing shall be field welded in accordance with the applicable portions of AWWA C206 and AWS D7.0 for field welded pipe joints. Contractor shall wire brush the welded joints and paint with Inertol Quick-Drying Primer 626 by Koppers Company or approved equal. After completion of jacking, Contractor shall clean the interior of the casing of all excess material.
- F. The ends of the casing shall be filled with concrete mortar or rubber type casing end seal, as manufactured by Cascade Waterworks Manufacturing,

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PSI Model C or Model W or approved equal.

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

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

END OF SECTION

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SECTION 02570 - PAVEMENT AND CONCRETE REPLACEMENT

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK: The work under this section includes constructing or replacing asphaltic concrete pavement or concrete sidewalks and driveways as shown on the Drawings or disturbed as a result of construction.
- 1.02 QUALITY ASSURANCE
- A. Codes and Standards: Comply with applicable sections of FDOT Specifications and local governing regulations.
 - B. The mixture, placement, and curing of all paving and concrete work shall be in accordance to FDOT Specifications.
- 1.03 SUBMITTALS: Furnish manufacturer's product data, design mixes, test reports, and materials certifications.
- 1.04 JOB CONDITIONS
- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities, as specified under Section 00920, paragraph 1.07.
 - B. Utilize flagman, barricades, warning signs and warning lights as required.
- 1.05 RESTORATION: All surfaces shall be completed as soon as possible. In no case shall the replacement operation be unfinished for more than two weeks after backfilling unless otherwise directed by the Engineer. Replace all damaged or cut pavement due to Contractor's operations; restore all pavement outside of trench area that is damaged by the Contractor at no expense to the Owner.
- 1.06 GUARANTEE: All restored areas within the public right-of-way shall be guaranteed for two years. In the event of settlement of paved areas more than 1/4 inch below the undisturbed adjacent permanent pavement, the Contractor shall make the necessary repairs to restore the pavement level within ten calendar days after notification by the Owner. The cost of such repairs shall be paid by the Contractor.

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PART 2 - PRODUCTS

2.01 **BASEROCK:** Limerock, shellrock and local rock shall conform to FDOT Specifications, Section 911.

2.02 ASPHALTIC CONCRETE

A. **Prime and Tack Coats:** Prime and tack coats shall be applied to the prepared baserock. Prime coat shall be cutback asphalt, Grade RC-70, MC-30 or MC-70, complying with FDOT Specifications, Articles 300-1 through 300-7, applied at the average rate of 0.15 gallon per sq yd.

Tack coat shall be emulsified asphalt, Grade RS-2, complying with FDOT Specifications, Articles 300-1 through 300-7 respectively, and applied at the average rate of 0.10 gallon per sq yd. The bituminous quantities are considered as average and are subject to some variation at the discretion of the Engineer and at no additional cost.

B. **Plant Mix Wearing Surface:** A plant mix wearing surface course shall be constructed on the prepared limerock base. Materials and construction shall conform to the requirements of FDOT Standard Specifications for Type II modified "Asphaltic Concrete Surface Course", Section 332, Article 332-1 through 332-4. The finished pavement replacement shall be smooth and even with, or slightly above, the existing abutting pavement, but shall not have any appreciable bump due to this slight elevation.

C. **Rock, Gravel or Marl Replacement:** Roads, streets or driveways constructed of rock, gravel or marl shall be restored to a condition equal to or better than prior to construction.

2.03 CONCRETE MATERIALS

A. **Forms:** Steel or wood for each type of use of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.

1. Use flexible spring steel forms or laminated boards to form radius bends as required.
2. Coat forms with a non-staining form release agent that will not discolor or deface the surface of the concrete.

B. **Welded Wire Mesh:** Welded plain cold-drawn steel wire fabric, AASHTO M55 (ASTM A185).

- C. Concrete Materials: Comply with requirements of FDOT Section 345 for concrete materials, admixtures, bonding materials, curing materials, and others as required.
- D. Epoxy Resin Grout: Type N as specified in FDOT Section 926.
- E. Aggregate, brick or other material required to match existing driveway or walk shall be as approved by the Engineer.

2.04 CONCRETE MIX, DESIGN AND TESTING

- A. Comply with requirements of applicable FDOT Section 345 for concrete mix design, sampling and testing, and quality control, and as herein specified.
- B. Design the mix to produce standard weight concrete consisting of portland cement, aggregate, air-entraining admixture and water to produce the following properties.
 - 1. Compressive Strength - Class B, 3,000 psi for walks and curbs.
 - 2. Compressive Strength - Class A, 4,000 psi for driveways.
 - 3. Air Content: 3% to 6%
- C. Concrete placement slump shall not exceed plus or minus 1 inch from approved design slump.

PART 3 - EXECUTION

- 3.01 PAVEMENT REPLACEMENT: Replace pavement in accordance with the details shown on Drawings. The baserock shall be placed and compacted in accordance with the FDOT Specifications, Section 200. Application of the tack coat shall follow the application of the prime coat immediately prior to the placing of the wearing surface course.
- 3.02 EDGE TRIMMING: Trim edges of the existing pavement with a concrete saw or other approved method to provide a clean, straight edge.
- 3.03 PAVEMENT MARKINGS: Repaint, stripe or otherwise mark pavement to match pre-existing conditions, using FDOT approved materials and procedures.

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3.04 SIDEWALK, CONCRETE DRIVEWAY, CURB AND GUTTER REMOVAL AND REPLACEMENT

A. Surface Preparation:

1. Remove loose material from the compacted subbase surface immediately before placing concrete.
2. Proof-roll prepared subbase surface to check for unstable areas and the need for additional compaction. Do not begin paving work until such conditions have been corrected and are ready to receive paving. Comply with requirements of FDOT Section 230, paragraph 230-6.

B. Form Construction:

1. Set forms to the required grades and lines, rigidly braced and secured. Install sufficient quantity of forms to allow continuous progress of the work and so that forms can remain in place at least 24 hours after concrete placement.
2. Check completed formwork for grade alignment to the following tolerances:
 - a. Top of forms not more than 1/8 inch in 10 feet.
 - b. Vertical face on longitudinal axis, not more than 1/4 inch in 10 feet.
3. Clean forms for reuse immediately after use, and coat with form release agent as often as required to ensure separation from concrete without damage.

C. Concrete Placement:

1. Do not place concrete until subbase and forms have been checked for line and grade. Moisten if required to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are completed to required finish elevation and alignment. Use special colors or aggregate as required to match existing material.
2. Place concrete using methods which prevent segregation of the mix. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand-spreading and consolidation.

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Consolidate with care to prevent dislocation of reinforcing, dowels and joint devices. Do not use vibrators to push or move concrete in forms or chute.

3. Deposit and spread concrete in a continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour, place a construction joint.
4. Curbs and Gutters: Automatic machine may be used for curb and gutter placement at Contractor's option. If machine placement is to be used, submit revised mix design and laboratory test results which meet or exceed the minimum herein specified. Machine placement must produce curbs and gutters to the required cross-section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.
5. Joints: Construct expansion, weakened-plane (contraction), and construction joints true-to-line with face perpendicular to surface of the concrete, unless otherwise indicated. Construct transverse joints at right angles to the centerline, unless otherwise indicated. When joining existing structures, place transverse joints to align with previously placed joints, unless otherwise indicated.
 - a. Weakened-Plan Joints: Provide weakened-plane (contraction) joints sectioning concrete into areas as shown on the drawings. Construct weakened-plane joints for a depth equal to at least 1/4 concrete thickness, by sawing within 24 hours of placement or formed during finishing operations. Place joints at intervals not to exceed 10 feet if not otherwise indicated.
 - b. Construction Joints: Place construction joints at the end of all pours and at locations where placement operations are stopped for a period of more than 1/2 hour, except where such pours terminate at expansion joints. Construction joints shall be as shown or, if not shown, use standard metal keyway-section form of appropriate height.

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c. Expansion Joints:

- (1) Provide premolded joint filler for expansion joints abutting concrete curbs, catch basin, manholes, inlets, structures, walks and other fixed objects, unless otherwise indicated.
- (2) Locate expansion joints at 30 feet o.c. for concrete walks unless otherwise indicated.
- (3) Extend joint fillers full-width and depth of joint, and not less than 1/2 inch below finished surface where joint sealer is indicated. If no joint sealer, place top of joint filler flush with finished concrete surface.
- (4) Furnish joint fillers in one-piece lengths for the full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together. Pieces shorter than 4 inches shall not be used unless specifically shown as such.
- (5) Protect the top edge of the joint filler during concrete placement with a metal cap or other temporary material. Remove protection after concrete has been placed on both sides of joint.
- (6) Fillers and Sealants: Comply with the requirements of these specifications for preparation of joints, materials installations, and performance, and as herein specified.

D. Concrete Finishing:

1. After striking-off and consolidating concrete, smooth the surface by screening and floating. Use hand methods only where mechanical floating is not possible. Adjust the floating to compact the surface and produce a uniform texture.
2. After floating, test surface for trueness with a 20-foot straightedge. Variations exceeding 1/3 inch for any two points within 10 feet shall not be acceptable. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
3. Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate any tool marks on concrete surface.
4. After completion of floating and when excess moisture or surface sheen has disappeared broom finish sidewalks by drawing a fine-hair

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broom across concrete surface, perpendicular to a line of pedestrian traffic. If existing material has another finish, match existing finish.

5. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas.
- E. CURING: Protect and cure finished concrete paving and walks, complying with applicable requirements of FDOT Section 350. Use moist-curing methods for initial curing whenever possible of approved concrete curing compounds.
- F. Repairs and Protections:
1. Repair or replace broken or defective concrete, as directed by Engineer.
 2. Drill test cores where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy resin grout.
 3. Protect concrete from damage until acceptance of work. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
 4. Sweep concrete pavement and wash free of stains and discolorations, dirt and other foreign material just prior to final inspection.

3.05 FIELD QUALITY CONTROL

- A. General: Repair or remove and replace unacceptable asphalt or concrete paving, sidewalk or curb and gutter as directed by the Engineer.
- B. Thickness: In-place compacted asphalt thickness will not be acceptable if exceeding following allowable variation from required thickness.
1. Base Course - 1/2 inch, less than specified.
 2. Surface course - 1/4 inch, more than specified.
- C. Surface Smoothness: Test finished surface of each asphalt concrete course for smoothness, using 10 foot minimum straightedge applied parallel with, and at right angles to direction of paved area. Surface will not be acceptable if exceeding the following tolerances for smoothness.

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1. Wearing Course Surface - 3/16 inch noncumulative.
- D. Surface Elevation: Actual surface elevations shall be within ± 0.05 feet of specified or indicated elevations at any given point. Surface elevations between any two given points shall be interpolated from a direct line between the two points. Pavement exceeding actual elevation tolerances of more than 0.05 feet at any two points within a distance of 15 feet will not be acceptable.
 - E. Testing: Bearing value samples and core samples will be obtained and tested by the County's approved testing laboratory for approximately each 100 square yards of asphalt and concrete pavement area, as directed by the Engineer. Any rework resulting from any test revealing construction not to be within the limits stated herein, or by FDOT standards, will be performed immediately upon notification of the Engineer.
 - F. If the test results indicate the material or equipment complies with the Contract Documents, the Owner shall pay for the cost of the testing laboratory. If the tests, and any subsequent retests, indicate the material and equipment fail to meet the requirements of the Contract Documents, the Contractor shall pay the laboratory costs incurred in such tests.

END OF SECTION

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SECTION 02600 - PIPE AND FITTINGS FOR POTABLE WATER

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK: Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the drawings for furnishing and installing water pipe and appurtenances.
- 1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.
- A. Local, county and municipal codes.
 - B. American Society for Testing and Materials (ASTM).
 - C. American National Standards Institute (ANSI).
 - D. American Water Works Association (AWWA).
 - E. American Association of State Highway and Transportation Officials (AASHTO).
 - F. Florida Department of Transportation Specifications (FDOT).
 - G. Florida Department of Environmental Protection (FDEP)
 - H. Federal Specifications.
 - I. National Sanitation Foundation (NSF).
 - J. United States Department of Commerce Commercial Standards (CS).
 - K. All local government rules and regulations.
- 1.03 SUBMITTALS
- A. Manufacturer's Data: Prior to delivery, submit manufacturer's descriptive literature, catalog cut sheets, technical data and any other necessary information to show proposed products conform with the contract documents.
 - B. Shop Drawings: The Contractor shall submit shop drawings for all equipment and materials to Seminole County Environmental Services

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Department. Include details of pipe and fitting products, pipeline drawings, laying schedules, underground structures, connections, restraints, and anchors. At a minimum product shall meet Seminole County Water and Sewer Standards as contained in the Land Development Code.

- C Certifications: The Contractor shall submit a certification from the pipe manufacturer that the pipe and fittings supplied have been inspected at the plant and meet these specifications and all applicable standards. All lined pipe shall be certified by an independent testing laboratory; and meets all requirements of these specifications. Contractor shall provide certification that PVC pipe bears National Sanitation Foundation seal of approval for potable water pipe.

1.04 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

1.05 WORKMANSHIP

- A. All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.06 SITE MAINTENANCE

- A. The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

1.07 STORAGE OF MATERIALS AND EQUIPMENT

- A. The Contractor shall provide space for storage of materials and equipment. Pipe strung along roads and right-of-ways shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.

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1.08 OPEN TRENCH

- A. The amount of open trench shall be limited so that no more than 100 feet of open trench in advance of the backfilling operation will remain at the end of the working day. All open trench shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times. The barrier, warning and traffic control devices shall be suitably lighted at all times that vehicular traffic lights are required.

1.09 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of water, materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Installer's Qualifications:** Firm with at least 3 years of successful installation experience on projects with water piping work similar to that required for project.
- C. **Codes and Standards:**
1. **Plumbing Code Compliance:** Comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of water system materials and products.
 2. **Water Purveyor Compliance:** Comply with requirements of Purveyor supplying water to project, obtain required permits and inspections.

PART 2 - PRODUCTS - WATER PRESSURE MAINS

2.01 PIPE AND PIPE FITTING

- A. **General:** Provide piping materials and factory fabricated piping products of sizes, types, pressure ratings, and capacities as indicated.
1. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match pipe materials used in potable water systems.
 2. Where more than one type of materials or products is indicated, selection at a minimum shall meet Seminole County's "Water & Sewer Standards" as contained in the *Land Development Code*.
- B. **Pipe Fittings and Accessories:** Same material and weight/class as pipes, with joining method as indicated.

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C. Copper Tube: ASTM B 88; Type K, soft-annealed temper; wrought copper solder joint fittings, ANSI B16.22; lead-free soldered joints.

D. PVC Pipe for Water Main Applications

1. Polyvinyl Chloride (PVC) Pipe: All pipe shall conform to ASTM D1784 and shall be made from virgin resin compounds. Pipe 4-inches through 12-inches shall be AWWA C900, DR 18, pressure class 150, and meet all the requirements of the AWWA C900 standard, latest edition. Pipe 14-inches and greater shall be AWWA C905 with a dimension ratio of DR-18 and pressure rated at 165 psi, and shall meet all of the requirements of the AWWA C905 standard, latest edition. All PVC pipe 4-inches and greater shall have push-on joints using elastomeric gaskets conforming to the requirements of ASTM F477. Source Manufacturers for PVC pipe: Certainteed, Cantex, Northstar, Johns-Manville, IPEX, H& W and HEP.

All PVC pipe must bear the NSF logo for potable water use.

2. Restrained Joints: The pipe restraint shall be provided by restraining sufficient length of pipe as shown on the drawings. Mechanical restraint devices for PVC pipe shall meet the following requirements listed in paragraphs a. and b. below.
 - a. Push-On Pipe Joints: Restraining devices shall consist of two split rings, restraining rods, and related hardware. The split rings shall be manufactured of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a safety factor of two and shall comply with the requirements of UNI-B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Meg-a-Lug, Romac Industries 600 Series, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 09900, and shall be wrapped with polyethylene which meets the requirements of, and is installed in accordance with AWWA C105.

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- b. **Mechanical Joint Fittings:** Where PVC pipe connects to mechanical joint ductile iron fittings and joints are to be restrained, restraining device shall consist of a split ring, restraining rods, and related hardware. The split ring shall be constructed of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a factor of safety of two and shall comply with the requirements of Uni-Flange B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Meg-a-Lug, Romac Industries 600 Series, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 00990, and shall be wrapped with polyethylene meeting the requirements of, and is installed in accordance with AWWA C105."
- c. It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe system. Restraint shall be installed in accordance with the applicable restrained joint table detailed on the Drawings. The cost of these restraints shall be included in the cost of bid items included in the Contract Documents and no additional compensation shall be allowed.
- E. **Polyvinyl Chloride (PVC) Pipe:** ASTM D 1785, Schedule 40 for sizes ½ inch. through 3 inch.; PVC fittings, Schedule 40 socket type, elastomeric gasketed joints or solvent weld joints.
- F. **Polyethylene (PE) Pipe:** AWWA C901 for sizes ½ inch through 3 inch.
- G. **Ductile Iron Pipe and Fittings of Water Main Applications**

Ductile Iron Pipe: Pipe shall meet ANSI/AWWA C151/A21.51 latest edition, with cement mortar lining and asphaltic seal coat complying with ANSI 21.4/AWWA C104. Pipe 4" to 12" shall have a minimum pressure Class 350 psi. Pipe 14" to 20" shall have a minimum pressure Class 250 psi. Pipe 24" and larger shall have a minimum pressure Class 200 psi. Pipes 30" and larger shall be pressure Class 150 psi. Fittings shall be push-on mechanical joint, or flanged ductile iron fittings conforming to ANSI/AWWA C110/A21.10, ANSI/AWWA C111/A21.11, or ANSI/AWWA C153/A21.53 with

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cement mortar lining and asphaltic seal coat, or all fittings, under this section, shall be supplied with a fusion applied epoxy coating, both inside and outside for total protection. The epoxy coating system used shall be suited for potable water contact and protection in wastewater applications for sewer gases. The epoxy coating system must have NSF 61 certification and be recognized and certified by the manufacturer as approved for use in both potable water and wastewater application with total protection. The epoxy coating shall meet or exceed ANSI/AWWA C-550 and C116/A21.116 requirements. Nominal coating and lining thickness shall be 6 to 8 mils dry film thickness. The coating and lining system shall be applied for secure adhesion and shall have a smooth surface. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane, Star Pipe Products, U.S. Pipe, Griffin, Clow, Fabricators Inc. Novo Pipe SP-2000W and Tyler.

It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe system. Restraint shall be installed in accordance with the applicable restrained joint table detailed on the Drawings.

2. Joints:

- a. Joints for buried ductile iron pipe shall be push-on or mechanical joints conforming to ANSI/AWWA C111/A21.11.
- b. Joints for exposed pipe above ground or in vaults shall be flanged conforming to ANSI/AWWA C111/A21.11 and ANSI B16.1, 125 lb.
- c. Use restrained joints at all locations where unbalanced reactions occur. Thrust Blocks are not allowed. Approved restrained joints for ductile iron pipe include factory restrained joints or mechanical restraining devices. Factory restrained joints may include Flex-Ring Joint, Lok-Ring or Fast Grip by American Cast Iron Pipe, TR-Flex or Uniflex Joints by U.S. Pipe and Foundry, or an approved equal. Mechanical restraint devices include Megalug restrainer glands by EBAA Iron for mechanical joints, Series 1300 by Uni-Flange for mechanical joints, Series 1390 by Uni-Flange for push-on joints, Star Pipe Products series 3000, 3100 and 3600, Series

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611 by Romac Industries for push-on bell and spigot joints, Series 612 by Romac Industries for mechanical joints, or an approved equal.

Welded-on-Outlets: Ductile iron pipe with welded-on outlets shall be American Ductile Iron Pipe specials or an approved equal. The outlets shall be fabricated from centrifugally cast ductile iron pipe, manufactured and tested in accordance with ANSI/AWWA C151/A21.51. The welded-on pipe outlet shall be assembled to the parent pipe at the pipe factory. No field welded-on outlets will be accepted. Outlets shall have a rated working pressure of 250 psi and shall have a cement mortar lining in accordance with ANSI/AWWA C104/A21.4. Acceptable outlet types may include flanged joints ANSI/AWWA C110/A21.10 or C115/A21.15, or mechanical joints, ANSI/AWWA C111/A21.11

3. Coatings and Linings:

Where ductile iron pipe and fittings are to be below ground or installed in a casing pipe the coating shall be a minimum 1.0 mil thick in accordance with ANSI/AWWA C104/a21.4. Where ductile iron pipe and fittings are to be installed above ground, pipe, fittings and valves shall be thoroughly cleaned and given one field coat (minimum 1.5 mils dry thickness) of rust inhibitor primer. Intermediate and finished field coats of Alkyd shall also be applied by the Contractor (minimum 1.5 mils dry thickness each coat). Primer and field coats shall be compatible and shall be applied in accordance with the manufacturer recommendations. (See approved manufacturers' list in appendix.) Final field coat shall be dark blue for raw water and blue for finished water.

All ductile iron pipe and fittings shall have an interior protective lining of cement-mortar with a seal coat of asphaltic material in accordance with ANSI/AWWA A21.4/C104.

4. Fittings:

Fittings shall be push-on mechanical joint, or flanged ductile iron fittings conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 with cement mortar lining and asphaltic seal coat or all fittings, under this section, shall be supplied with a fusion applied epoxy coating, both inside and outside for total protection. The epoxy coating system used shall be suited for potable water contact and protection in wastewater applications for sewer gases. The epoxy coating system must have NSF 61 certification and be

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recognized and certified by the manufacturer as approved for use in both potable water and wastewater application with total protection. The epoxy coating shall meet or exceed ANSI/AWWA C-550 and C116/A21.116 requirements. Nominal coating and lining thickness shall be 6 to 8 mils dry film thickness. The coating and lining system shall be applied for secure adhesion and shall have a smooth surface. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane Star Pipe Products and U.S. Pipe.

5. Fasteners:

Provide studs, bolts, nuts and washers in quantities required to fully assemble all piping and accessories. Fasteners for flanges joints shall be AISI Type 316 stainless steel conforming to ASTM F 593 and ASTM F 594 for all exterior flanged piping. Fasteners for mechanical joints shall be high strength, low alloy steel having the characteristics listed in Table 6 of AWWA C111.

H. Miscellaneous Fittings and Accessories:

1. Flanged Adapter: Cast iron, ASTM A126, Class B, Flanges to match ANSI B 16.1, 125 lb. flanges.
2. Wall Sleeves:
 - a. Cast iron or hot dip galvanized steel with exterior ring cast at center of sleeve.
 - b. Mechanical Joint: Acceptable Figure No. F-1436, Clow Corporation, or equal.
3. Penetration Seals: Where pipes pass through walls and sleeves, pipe-to-wall penetration closures shall be furnished.
 - a. Interlocking synthetic rubber links assemblies with austenitic stainless steel bolts and nuts.
 - b. Glass fiber reinforced plastic pressure plates under each bolt head and nut.
 - c. For Piping 10" and Larger: Links shall have reinforced centering blocks in the lower 90° quadrant or assembly.

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- d. Acceptable: Link-Seal by Thunderline Corporation, Wayne, Michigan, or equal.
- 4. Threaded Pipe Nipples: Short lengths unless otherwise required. Close lengths shall not be used except with special permission of the Engineer. Nipple stock shall be of same material used in connecting pipe and shall conform with material specifications.
- 5. D.I.P. Couplings: Couplings shall be full-circle, Rockwell, Dresser. Unless otherwise indicated, couplings 2 inches and smaller shall be malleable iron and couplings over 2 inches shall be cast iron.
- 6. PVC Adapters and Flexible Couplings: Prefabricated polyvinyl joint sealer adapters and couplers are manufactured by Fernco or equal, with stainless steel bands and adjusting screws.
- I. Service Pipe, Stops, Fittings and Service Saddles

- a. Service Pipe

All service lines shall be 1 1/2" or 2" polyethylene tubing, and shall be high-density polyethylene pipe, 3408 CTS, only. All service tubing shall comply or exceed the applicable standards of ASTM D1248, ASTM D3350, ASTM D2239, ASTM D2737, NSF-14 and AWWA C901. The cell classification for tubing shall be 345444E (exterior) and 345444D (interior). All potable water line tubing shall be blue in color with a clear virgin high-density polyethylene center, which the manufacturer shall furnish a certificate of purity. The tubing shall have UV protection and shall not be affected by direct sun light for up to a minimum of four years. Tubing shall have a minimum pressure rating of 200 psi with a SDR of 9 (CTS). Size range for potable water tubing shall be 1 1/2 inch to 2 inch and shall come with a lifetime warranty; Potable water tubing shall be ENDOT Endro Pure or approved Equal.

All reclaimed water tubing shall be high-density polyethylene pipe, 3408 CTS, only. All reclaimed service tubing shall comply or exceed the applicable standards of ASTM D1248, ASTM D3350, ASTM D2239, NSF-14, ASTM D2737, and AWWA C901. The cell classification for tubing shall be 345444E (exterior) and 345444D (interior). Tubing shall have a minimum pressure rating of 200 psi and SDR of 9 (CTS). Reclaimed tubing shall be pantone 522C in color with a clear virgin high-density polyethylene center, which the manufacturer shall furnish a certificate of purity, and shall come with a lifetime warranty. The tubing shall have UV protection and shall not be affected by direct sun light for up to a minimum of four years. All reclaimed tubing shall be ENDOT or approved equal.

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b. Stops

Corporation stops shall be 1" or 1-1/2" brass, equipped with connections compatible with the polyethylene tubing and threaded in accordance with specifications in AWWA C800. Curb stops shall be sized to match the meter size and conform to the specifications in AWWA C800.

Water services that are two inches (2") in diameter shall be connected to the water main by a tapping saddle and valve w/valve box. A close brass nipple shall be used between the saddle and valve.

c. Fittings

Fittings shall be brass, cast and machined in accordance with specifications in AWWA C800 and AWWA C901, with compatible polyethylene tubing connections.

d. Service Saddles

A service saddle shall be used for all service line taps. Service saddles shall be single or double strapped epoxy coated with stainless steel bands and bolts. Ford FC-101, F202 or approved equal. Service saddles for PVC pipe shall have the double strap sized exactly to the pipe outside diameter. Sealing gaskets shall be BUNA-N rubber and straps shall be corrosion resistant alloy steel.

The County will require a stainless steel strap and fusion epoxy or nylon coated ductile iron body with stainless steel hardware in areas designated as corrosive.

e. HDPE Electrofusion Bonded Service Taps

HDPE electrofusion bonded taps shall comply with all requirements of NSF-14 and shall have ISO 9001 certification. All taps shall be rated for the same working pressure as the water main pipe being used. Electrofusion tapping tee and couplings shall provide 360 degree fusion of the pipe for a monolithic connection, and shall be as manufactured by Central Plastics. Installation shall be in strict compliance with manufacturer's requirements.

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PART 3 - SYSTEM INSTALLATION

3.01 EXCAVATION: The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as necessary. This shall include all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins. All applicable provisions of Section 02200: Earthwork shall be followed.

- A. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the Contractor without compensation. Known existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The Contractor shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities. The Contractor shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.
- B. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions.

No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Engineer. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Engineer, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours.

- C. Shoring, Sheet piling and Bracing: The Contractor shall do all shoring, sheet piling and bracing or provide other approved facilities required to perform and protect the excavation and as necessary for the safety of the public, the employees, and the preservation of existing roads, structures and other utilities. The top of such sheet piling left in place shall be cut off at a minimum elevation of 2.5 ft below finished grade.

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- D. Pavement Removal: The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the Contractor as approved by the Engineer.
- E. Boulder Removal: All rocks, stones, boulders or concrete, having any dimension larger than permitted to be used for backfill in the paragraph entitled "Backfilling" of these specifications, shall be removed from the site and disposed of by the Contractor.
- F. Disposal of Excess Materials: The Contractor shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the Contractor at his expense.
- G. Unstable Soil Conditions and Overdepth Excavation: Where unstable soil conditions are encountered, the excavation shall be increased as directed by the Engineer. The bottom of the excavation shall be brought up to the proper excavation elevation utilizing suitable and properly compacted backfill material.

3.02 INSTALLATION OF MAINS: Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

The Contractor shall use every precaution during construction to protect the pipe against the entry of non-potable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the Engineer.

- A. Depth of Cover: Unless otherwise shown on the drawings, or otherwise authorized by the Engineer, the pipe shall have a minimum cover of 36 in.
- B. Connections to Existing Mains: The Contractor shall make connections to existing mains as shown on the drawings. Connections to pressurized mains shall be made only after flushing has been completed and under the system Owner's immediate supervision.

3.03 SEPERATION OF NON-POTABLE AND POTABLE WATER LINES

A. Horizontal Separation

- 1. Whenever possible, existing and proposed water and sewer lines (sanitary and storm) shall be separated at least 6 feet horizontally.

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Horizontal separation between water and reclaimed water lines shall be 5 feet.

2. Should local conditions prevail which would prevent the 6-ft and 5-ft minimum specified separation, installation at closer horizontal separations will only be allowed provided that the water mains is installed in a separate trench or on an undisturbed earth bench located to one side of the sewer at such an elevation that the bottom of the water main is at least 12 inches above the top of the sewer.
3. There shall be at least a 6-foot horizontal separation between water mains and sanitary sewer force mains. Installation at closer horizontal separations is not allowed unless it has been specifically detailed on construction drawings that have been approved under the FDEP permit.
4. Under no circumstances shall pipe separation be less than 3 feet.

B. Vertical Separation

1. Parallel Lines

Whenever potable (water) and non potable lines (reclaimed, sanitary, storm, force mains) run parallel and do not meet the horizontal separation requirements, then the lines shall be vertically separated with the potable line at least 12 inches above the top of the non - potable lines.

2. Crossings

- a. Water mains crossing sewers or force mains shall be installed to provide a minimum vertical distance of 12 inches measured from the outside of the water main to the outside of the sewer or force main. The water main may be either above or below the sewer or force main at crossing. The constructed pipeline shall be installed so that the pipeline joints are as far from the crossing as possible.
- b. Vertical separation at crossing between water mains and sewer mains (sanitary and storm) may be reduced from 12 inches to 6 inches provided one of the following conditions is met:
 - 1) The sewer pipeline material is either C900 / C905 DR 18 PVC or Pressure Class 350 ductile iron and the pipe is pressure tested; or

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- 2) The sewer is encased in concrete ($f'c = 2500\text{psi}$) so that the encasement extends beyond the first sewer pipeline joint in each direction (Generally, a distance of 10 feet each side of the crossing).
- c. Vertical separation at crossings between water mains and sewer force mains may not be less than 12 inches unless it has been approved under the FDEP permit.

3.04 BACKFILLING

- A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.
 1. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of 1 foot over the pipe shall be sand or a mixture of sand, shell or crushed rock properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitations:
 - a. Ductile Pipe - All material shall pass through a 3/4 inch square opening laboratory sieve.
 - b. Plastic Pipe - All material shall pass through a 1/2 inch square opening laboratory sieve for pressure water mains.
 2. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a 3-1/2 inch ring.
 3. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the Contractor at no additional expense to the Owner.
- B. Placing and Compaction:
 1. Pressure Mains
 - a. Under Pavement: Where the excavation is made through existing or proposed pavements, including shoulders, curbs, driveways or sidewalks, or where such structures are penetrated by wellpoints, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks passing a 3-1/2 in. ring will be permitted in the backfill between the elevation one foot above the top of the pipe and the bottom of the pavement subgrade.

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The entire backfill material, including the material placed around and one foot above the pipe, shall be compacted to a density of not less than 100% of the maximum density, as determined by AASHTO T-99. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.

Roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock, or a conglomerate of such materials are not considered as being permanent pavement.

- b. In Areas Not Under Permanent Pavement: Within right-of-ways or other areas where permanent pavement does not exist or is not proposed, including roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock or conglomerate, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks having a dimension of 6 in. will be permitted in the backfill between the elevation 1 ft. above the top of the pipe and 1 ft. below the surface. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. The bedding and embedment shall be compacted to a density of not less than 100 percent of maximum as determined by AASHTO T-99. The backfill material above 1 ft. over the pipe shall be compacted to a density of not less than 98 percent of the maximum density, as determined by AASHTO T-99. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.
- c. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoint holes should be plugged with a concrete slurry, such plugging to be at the expense of the Contractor.
- d. Compaction Tests: The Engineer may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill. The testing will be paid for by the Owner. The cost of the partial excavation and restoration of the backfill will be paid by the Contractor. Density tests shall be taken along the pipe. (Maximum distance between tests shall be 300 lineal feet.

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Tests shall begin 12" from top of pipe and shall be tested every 24" in depth for subsequent lifts).

- 3.05 **CULVERT REPAIR:** Culverts, catch basins, swales and other drainage structures that are damaged during construction shall be replaced with materials and structures equal and similar to those removed or damaged, unless indicated otherwise. Manhole covers and gratings shall be set at the original elevations unless otherwise directed. In addition, it shall be the responsibility of the Contractor to maintain existing drainage patterns and stormwater conveyance systems throughout the duration of the project.

The Contractor shall take precautions against the entry of excavated and other loose material resulting from his operations from entering catch basins, culverts and other drainage structures in the vicinity of his operations. He shall maintain the cleanliness of these drainage structures in a condition equal to that prior to the commencement of his operations during the construction. The Contractor shall be responsible for all damage to persons, roads, buildings, vehicles and other property resulting from the failure of the Contractor to maintain these drainage structures. The cost of repair of any culverts shall be borne by the Contractor.

- 3.06 **RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:** Where pavement, trees, shrubbery, fences or other property and surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.
- 3.07 **PROTECTION:** At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided by the Contractor for this purpose.
- 3.08 **CLEANUP:** The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.
- 3.09 **PRESSURE TESTING, FLUSHING, AND DISINFECTION:** See Section 02675

END OF SECTION

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SECTION 02640 - VALVES, FIRE HYDRANTS, AND ACCESSORIES

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK: The Contractor shall furnish and install all valving equipment as shown on the Drawings and as specified.

1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards:

- A. Local, County and Municipal Codes
- B. American Society for Testing and Materials (ASTM)
- C. American National Standards Institute (ANSI)
- D. American Water Works Association Standards (AWWA)
- E. Florida Department of Transportation Specifications (FDOT)
- F. Federal Specifications
- G. United States Department of Commerce Commercial Standards (CS)
- H. All Local Government Rules and Regulations

1.03 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified or shown on the Drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.
- B. Prior to the start of the Work, the Contractor shall submit a list of the manufacturers of all equipment and materials to be incorporated in the work that conform to a standard, code or as specified.
- C. Provide valves meeting the following requirements: (1) Connections fitting the joints specified, indicated and/or required for the piping; (2) Rated for not less than 150 psi cold water, non-shock service, unless specified otherwise herein; and (3) Turn to the left to open. Provide valve boxes with all buried valves. Submit complete valve schedule showing type, use and location, with valve shop drawings, for approval before installation.

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PART 2 - PRODUCTS

2.01 VALVE OPERATORS

A. General: The rated torque capability of each operator, shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc or plug it controls under the test conditions specified. All valves shall be equipped with adjustable mechanical stop-limiting devices to prevent over-travel of the valve disc or plug in the open and closed positions. Operator housings, supports and connections to the valve shall be designed with a minimum safety factor of five based on the ultimate strength, or based on three on the yield strength of materials used. The rated torque capability of each cylinder portion of a cylinder operator shall be sufficient to seat, unseat and rigidly hold in any intermediate position the valve disc or plug it controls under the operating conditions specified. Operators to be buried shall be watertight. The position of the operator shall be as shown on the shop drawings. The piece mark of the valves, the location, the size, the type of operator, the maximum working head, and the closing time shall be tabulated on the shop drawings.

B. Gearing: All gear operators or traveling-nut operators shall be self-locking and designed to transmit twice the required operator torque without damage to the faces of the gear teeth or the contact faces of the screw or nut. Upon request, the manufacturer shall furnish the purchaser with certified copies of reports describing the procedures and results of the tests for each model and torque rating of operator to be furnished.

Operators composed of worm gearing shall be totally enclosed in a lubricant gear case and shall have worm gears of bronze and worms of hardened steel that operate.

Operators of the traveling-nut type shall have threaded reach rods of steel and shall have a bronze or ductile iron nut with internal threads. Operators shall be enclosed.

C. Manual Operators: Manual operator shall have all gearing totally enclosed. Operators shall be designed to produce the specified torque with a maximum pull of 80 lbs on hand wheel or chain wheel operators and a maximum input of 150 ft-lb on operating nuts. Stop-limiting devices shall be provided in the operators for the open and closed position. All operator components between the input and these stops shall be designed to withstand, without damage, a pull of 200 lbs for hand wheel or chain wheel operators and an input torque of 300 ft-lb for operating nuts. An arrow and the word "open" or "close" shall be cast on the hand wheel to indicate the direction to turn said hand wheel. All operating nuts shall be designed so that counter clockwise movement of the hand wheel will open the valve and clockwise movement of the hand wheel will close the valve.

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2.02 RESILIENT SEAT GATE VALVES

A. General

All gate valves shall be resilient seat gate valves. Such valves shall be resilient seated, manufactured to meet or exceed the requirements of AWWA C515, latest revision, and in accordance with the following Specifications. Valves shall have an unobstructed waterway equal to or greater than the full nominal diameter of the valve.

B. Materials / Requirements

- The resilient-seated gate valve shall consist of an encapsulated disc with elastomeric seat which, in the closed position effects a seal upon a ductile iron body resulting in a bubble tight seal across this disc at a full differential of 200 psi. This shall be accomplished by means of a corrosion resistant threaded bronze stem, acting through a bronze stem nut, fixed into the disc in such a way as to force the disc seat into the body, effecting a seal when the stem is torqued in the desired direction.
- Each valve shall be tested from both directions, by the manufacturer, for bubble tight, 200 psi differential sealing ability. Each valve shall also be tested in the "disc up" position at 400 psi resulting in a full shell test. There shall be no leakage at any of the valve's joints or connections.
- All internal parts shall be accessible without removing the main body from the pressure line.
- All ductile iron internal surfaces of the body shall be coated completely with corrosion resistant coating. For potable water applications, coating shall comply with requirements of NSF 61 and be accepted by FDEP.
- The internal diameter of the water passageway shall be at least as large as the connecting pipe inside diameter.

All valves' interior and exterior surfaces shall be coated with a high performance, one-part, heat-curable, thermosetting epoxy coating which provides superior corrosion resistance protection for metal parts. For potable water applications, coating shall comply with requirements of NSF 61 and be accepted by FDEP.

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C. Resilient Wedge Gate Valve

Valves shall be American Flow Control's series 2500 Ductile iron Resilient Wedge Gate Valves.

Valves shall be Resilient Wedge type rated for 250 p.s.i. cold water working pressure. Valve body, bonnet, wedge and operating nut shall be constructed of ductile iron. The exterior of the ductile iron wedge shall be fully encapsulated with rubber.

The wedge shall be symmetrical and seal equally well with flow in either direction.

Operating nut shall be constructed of ductile iron and shall have four flats at stem connection to assure even input torque to the stem.

All gaskets shall be pressured energized O-rings. Stem shall be three O-rings.

The top two o-rings shall be replaceable with valve fully open and while subject to full rated working pressure. O-rings set in a cartridge shall not be allowed.

Valve shall have thrust washers located with one (1) above and one (1) below the thrust collar to assure trouble-free operation of the valve.

All internal and external surfaces of the valve body and bonnet shall have a fusion bonded epoxy coating, complying with ANSI/AWWA C550, applied electrostatically prior to assembly.

2.03 PLUG VALVES

- A. Plug valves except as noted shall be of the non-lubricated, eccentric type with resilient faced plugs, and screwed, flanged, or mechanical joint ends as shown on the Drawings. All plug valves shall provide drip-tight shutoff up to the full pressure rating of the valve with pressure in either direction. Port areas of four (4) inch to twenty (20) inch valves shall be at least one hundred (100) percent of full pipe area and port opening shall be full round. Bodies shall be semi-steel with raised seats and easily replaceable. Valves shall be rated at 175 psi min. bubble tight in either direction. Seats in three (3) inch and larger valves shall have a welded-in overlay of not less than ninety percent pure nickel on all surfaces contacting the plug face. Valves through twenty (20) inches shall have a stainless steel permanently lubricated upper and lower plug stem bushings. All valves four (4) inches

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and larger shall be of the bolted bonnet design. Packing on all valves shall be adjustable. All exposed nuts, bolts, springs and washers shall be zinc plated. Means of actuation shall be by lever, gear actuator, tee wrench, extension stem, above ground operator, floorstand, etc., as indicated on the Drawings or by the Engineer. Flanged valves shall be faced and drilled to ANSI 125 Standard. Flanges of valves through twelve (12) inches shall have face-to-face dimensions of standard gate valves. All plug valves shall be as manufactured by DeZURIK Model 118; Kennedy Model 40-A; M&H Model 820; Val-Matic, Cam Centric; Clow, Ful-Flo; or equal.

- B. All buried plug valves 6 inches and larger shall be equipped with gear actuators. Gearing shall be enclosed in semi-steel housing and be suitable for running in a lubricant with seals provided on all shafts. Actuator shaft and quadrant shall be supported on permanently lubricated bronze bearings. Mounting brackets shall be totally enclosed with gasket seals. Exposed nuts, bolts, springs and washers shall be stainless. Actuator shall be furnished by the valve manufacturer.
- C. Plug valves shall be wrench operated with 2-inch operating nut, except where, due to lack of space for the wrench, or where the valve centerline is more than 5'-0" above the floor, they shall be either worm gear or spur gear operated and have wheel and chain where necessary.
- D. Unless otherwise specified or approved, a suitable wrench shall be provided for each four (4) wrench-operated valves and at least one (1) for each operating station. Wrenches or wheels and chains shall be of suitable size and sufficient length for easy operation of the valves at their rated working pressure.
- E. Plug valves shall be coated with a high-performance, one-part, heat-curable, thermosetting epoxy coating which provides superior corrosion resistance protection for metal parts.

2.04 HOSE BIBBS

- A. Hose bibbs shall be Crane No. 58 of the size shown on the Drawings.

2.05 BALL VALVES

- A. Water Service: Ball valves shall be designed for a water working pressure of not less than 150 psi, shall be constructed of PVC and when in the fully-open position, shall have a port diameter not less than Schedule 80 PVC pipe of the same nominal diameter. Valves shall be designed with true union ends to permit removal of the valve from the line and with end connectors designed for solvent welding to the pipe. Acceptable: ASAHI Duo-Bloc, Chemitrol or equal.

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2.06 AIR RELEASE/VACUUM RELEASE VALVES

A. Below Grade ARV

On water mains the use of fire hydrants and blow offs are the preferred method of air release.

The valve body shall be of Cast Iron ASTM A126 B; the floats, float guide and stem shall be of stainless steel Type 304. The resilient seat shall be of Buna N. The valve shall be rated for 150 psi working pressure. Valve shall have standard two (2) inch NPT inlets and outlet ports unless otherwise shown on the Drawings. A connection shall be provided for back-flushing the valve. All connection and back-flushing valves shall be operated by a stainless steel or bronze handle.

All potable water, reclaimed water, and sanitary force mains shall have air and vacuum release valves installed as they are indicated on the Drawings. The body/base of these valves shall be made from high strength lightweight non-corroding fiberglass reinforced nylon, and all operating parts are to be made of engineered corrosion resistance plastic materials. The rolling resilient seal shall provide smooth positive opening, closing, and leak free sealing over the fluctuation of pressure differentials. The valve shall be designed to allow larger than normal automatic orifice providing efficient air release and minimize potential debris build up and clogging. The working pressure shall be 200 psi and shall have a 2-inch threaded connection. All air and vacuum release valves shall be model ARI D-040 or approved equal. The connection to the system shall be a direct threaded connection on the top of the pipe with a saddle, with an isolation valve. If room does not allow for a direct connection, the use of a 90-degree bend can be used to offset the connection to the side. This connection must have a grade that increases as it leaves the connection at the pipe. All ARV valves must be ISO-9000 certified.

All potable water, reclaimed water, or sanitary force mains that require automatic air release only, shall have as shown on the Drawings a 1-inch threaded air release valve. This valve shall be made from light weight non-corroding fiberglass reinforced nylon plastic, with all non-metallic operating parts. The rolling resilient seal shall provide smooth positive opening, closing, and leak free sealing over the fluctuation of pressure differentials. The valve shall be designed to allow larger than normal automatic orifice providing efficient air release and minimize potential debris build up and clogging. The working pressure shall be 200 psi and tested to 350 psi. All air release valves shall be model ARI S-050 or approved equal. The connection to the system shall be a direct connection to the pipeline with the use of a saddle and an isolation valve. All ARV valves must be ISO-9000 certified.

B. Above Grade ARV

Main Line ARVs shall be isolated with a ball valve/curb stop (2 inch, and shall be Ford Brass Ball valve B11-777, larger sizes shall be approved by Seminole County). Air release valves shall be housed in WaterPlus Model ARV-H-30-B or ARV- H-40-B or approved equal; blue for water, green for sewer and purple for reclaim water.

2.08 TAPPING SLEEVES AND SADDLES

- A. Test Connection: All tapping sleeves shall be supplied with a National Pipe Thread test connection and a plug.
- B. Steel Tapping Sleeves: Sleeves shall be fabricated of minimum 3/8" carbon steel meeting ASTM A285 Grade C. Outlet 12" and above 150 psi flange shall meet AWWA C-207, Class "D". ANSI 175 psi 4" to 12" drilling and be properly recessed for the tapping valve. Bolts and nuts shall be 316 stainless steel high strength low alloy steel to AWWA C111 (ANSI A21.11). Gasket shall be vulcanized natural or synthetic rubber. Sleeve shall have manufacturer-applied, fusion-bonded epoxy coating, minimum 12 mil thickness.
- C. Stainless Steel Tapping Sleeves: Sleeve shell and lugs shall be 304 stainless steel. Bolts, washers, and nuts shall be 5/8" 304 stainless steel, NC thread and heavy hex nuts. Bolt threads shall be Teflon coated. Washers shall be plastic lubricating. Gaskets shall be virgin SER compounded for water and sewer service and shall meet ASTM D2000 MAA 410Z-90 (Z=45 Durometer). Flange shall be ductile iron or stainless steel and shall meet ASTM 536-80, Grade 65-45-12.
- D. Mechanical Joint Tapping Sleeves: Mechanical joint tapping sleeves are to be used for taps to asbestos cement pipe and size on size tap. Sleeves shall be cast of gray iron or ductile iron and have an outlet flange with the dimensions of the Class 125 flanges shown in ANSI B16.1 properly recessed for tapping valve. Glands shall be gray iron or ductile iron. Gaskets shall be vulcanized natural or synthetic rubber. Bolts and nuts shall be 316 stainless steel and comply with ANSI/AWWA C111/A21.11. Sleeves shall be capable of withstanding a 200 psi working pressure.
- E. Service Saddles: Service Saddles shall be used for 2" and smaller taps. Saddles are to be double strap and all parts are to be corrosion resistant with stainless steel straps and fasteners.

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2.09 FIRE HYDRANTS

- A. Fire Hydrants shall be constructed with cast iron body compression type, opening against pressure and closing with pressure, base valve design, 150 psi working pressure, with 1/4-inch gage tapping and bronze plug in standpipe.
1. Size: Min. 5-1/4-inch valve opening and min. 6 inch inlet connection (valve).
 2. Direction to open hydrant: Left.
 3. Size and shape of operating and cap nuts: Pentagon 1½ inch point to flat.
 4. Hose Nozzles: Two 2-1/2-inch National Standard Thread, cap and chain.
 5. Pumper Nozzles: One 4-1/2-inch National Standard Thread, and cap.
 6. Depth of Trench: 5 feet 0 inches
 7. Connection to Main: 6-inch mechanical joint.
 8. Hydrant Extensions (must be of same manufacturer).
- B. Hydrants shall conform to AWWA Standard C502 latest revision and as specified herein.
- C. Hydrants shall be of the compression type, closing with line pressure.
- D. Hydrant shall be of the traffic model breakaway type.
- E. Hydrant cap and stuffing box shall be of a unitized, one piece design creating a water tight cavity without the use of gaskets. The combination of three (3) O-rings to a crimped brass ferrule around the stem shall seal the cavity from contact with water. An alemite fitting shall be supplied for periodic lubrication of the operating threads with grease.
- F. Operating nut shall be of one piece bronze construction.
- G. A dirt shield shall be provided to protect the operating mechanism from grit buildup and corrosion due to moisture.
- H. A thrust washer shall be supplied between the operating nut and stem lock nut to facilitate operation.
- I. Nozzles shall be of the tamper resistant, one-quarter turn type with O-ring seals and stainless steel retaining screws.
- J. An O-ring or rubber gasket shall be provided to seal between the upper and lower barrels.
- K. The main valve shall be of synthetic rubber.

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- L. The seat shall be of a bronze ring threaded to a bronze insert in the hydrant shoe, with O-rings to seal the drain way and barrel from leakage of water in the shoe.
- M. All fire hydrants shall be tagged with Seminole County equipment numbers. Numbering for the tags will be provided by Seminole County Water and Sewer Division.
- N. All fire hydrant interior surfaces shall be coated with a high performance, one-part, heat-curable, thermosetting epoxy coating which provides superior corrosion resistance protection for metal parts.
- O. Source Manufacturers:

1. Mueller	Part No. MA423
2. American	Part No. B84B.5 1/4" (plug drain)
3. M&H	Part No. 929 (plug drain)
4. Clow	Part No. Medallion PLGBRN
5. Kennedy	Part No. K.81A (plug drain)
- P. All fire hydrant flow tests, name plate data and GPS coordinates shall be provided to Seminole County PEI Division.
- Q. All iron parts of the hydrant both inside and outside shall be painted in accordance with AWWA C-502. All inside surfaces and the outside surfaces below the ground line shall be coated with asphalt varnish. They shall be covered with one (1) coat Dupont 131 primer, 1-1/2 mil dry film thickness and two coats, Chrome Yellow synthetic enamel 1-1/2 mil dry film thickness each coat or approved equal. The first coat shall have dried thoroughly before the second coat is applied. Fire hydrant bonnets and caps shall be painted by class, using AWWA C502 Appendix B latest edition.
- R. Hydrants shall be plumb and shall be set so that the lowest hose connection is, at least, eighteen (18) inches above the surrounding finished grade. All hydrants shall be inspected in the field upon delivery to the job to insure proper operation before installation. The resetting of existing hydrants and moving and reconnecting of existing hydrants shall be handled in a manner similar to a new installation. Hydrant shall be constructed in accordance with the Standard Drawings.

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- S. Fire hydrants shall be located in the general location as shown on the Drawings. Final field location of all hydrants shall be as approved by the COUNTY. All hydrants shall be located no less than 3 feet and no more than 8 feet from back of curb of the adjacent roadway, or 7 feet from the edge of pavement, and no less than 5 feet from any physical feature which may obstruct access or view of any hydrant unless otherwise approved by the County.

2.10 ACCESSORIES

A. Valve Boxes

All buried valves shall have cast iron three piece valve boxes. Valve boxes shall be provided with suitable heavy bonnets and shall extend to such elevation at or slightly above the finished grade surface as directed by the County. The barrel shall be two pieces, sliding screw type, having 5-1/4 inch shaft. The upper section shall have a flange at the bottom having sufficient bearing area to prevent settling and shall be complete with cast iron covers. Covers shall have "WATER" cast into the top for all water mains, "REUSE" or "RECLAIMED WATER" for reclaimed water systems, and "SEWER" for wastewater transmission systems. The actuating nuts for deeper valves shall be extended to come up to 4 foot depth below finished grade using a valve stem riser with centering ring. Care shall be taken while installing valve boxes to ensure that valve stems are vertical and the cast iron box has been placed over the stem with base bearing on compacted fill and top flush with final grade. Boxes shall have sufficient bracing to maintain alignment during backfilling. Contractor shall remove any sand or undesirable fill from valve box prior to final inspection. All boxes shall be round. Square top boxes are not allowed.

B. Valve Installation

All valves shall be inspected upon delivery in the field to insure proper working order before installation. They shall be set and jointed to the pipe in the manner as set forth in the AWWA Standards for the type of connection ends furnished. All valves and appurtenances shall be installed true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the County before they are installed.

Valves shall be installed in a vertical position and be provided with a standard valve box so arranged that no shock will be transmitted to the valve. The box shall be vertically centered over the operating nut, and the cast iron box cover shall be set flush with the road bed or finished surface.

After installation, all valves shall be subjected to the field test for piping as outlined in Section 51 of these specifications. Should any defects in materials or workmanship appear during these tests, the Contractor shall correct such defects to the satisfaction of the County.

Flanged joints shall be made with hot dipped galvanized bolts, nuts and washers. Mechanical joints shall be made with mild corrosion resistant alloy steel bolts and nuts. All exposed bolts shall be painted the same color as the pipe. All buried bolts and nuts shall be heavily coated with two (2) coats of bituminous paint.

C. Valve Pits

Provide valve pits as indicated, constructed of poured in place or precast concrete. Construct of dimensions indicated with manhole access, ladder, and drain. Provide sleeves for pipe entry and exit, provide waterproof sleeve seals.

D. Anchorages:

1. Clamps, Straps, and Washers: Steel, ASTM A 506.
2. Rods: Steel, ASTM A 575.
3. Rod Couplings: Malleable iron, ASTM A 197.
4. Bolts: Steel, ASTM A 307.
5. Cast Iron Washers: Gray iron, ASTM A 126.

E. Line Stops

Where indicated on the Drawings, line stops and/or insertion valves shall be utilized to isolate portions of water mains.

Line stops and/or insertion valves shall be completed while the water system is pressurized.

Line stops and/or insertion valves shall consist of a line stop fitting, stopping plug/valve, blind flange for installation after stop is completed, and 1-inch equalization/purge fitting.

Materials:

Line stop fitting - fabricated steel with 12 mil (minimum) epoxy coating.
Hardware and Accessories - 304 Stainless Steel Blind Flange - Ductile Iron

A concrete encasement shall be poured for pipe support at the point of line stop.

The Contractor shall be responsible for all additional pipes restraining in the vicinity of the line stop for preventing pipe movement due to any unbalanced forces created by the line stop and subsequent cutting and removal of existing pipe adjacent to any line stop.

END OF SECTION

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SECTION 02666-IDENTIFICATION AND MARKING MATERIALS

PART 1 - PRODUCTS

1.01 IDENTIFICATION AND MARKING MATERIALS

- A. Electronic marker balls and a continuous, insulated 10 gauge copper wire shall be installed on all Seminole County owned utility systems for location purposes. Marker balls shall consist of a passive device capable of reflecting a specifically designated repulse frequency tuned to the utility being installed. Balls shall be 4 inches in diameter with a high density polyethylene shell. Marker balls shall be color coded in accordance with American Public Works Association's Utility Location and Coordinating Council Standards.

Marker balls shall be 3M Markers 4-inch diameter as follows:

1. Water- Model 1423-XR/iD blue
2. Wastewater force mains-Model 1424-XR/iD green
3. Reuse-Model 1428-XR/iD purple

All pressure mains shall be installed with a continuous color-coded. Insulated 10-gauge solid core copper wire installed directly on top of the pipe.

On water, force mains, and reuse systems, electronic markers shall be furnished and installed so that a marker will be located at 100-foot intervals along the pipeline length. Markers shall also be placed at changes in direction, tees, or other points of connection and as directed by the Engineer. On gravity sewer systems, markers will only be placed at the terminal ends of the service laterals.

Marker balls shall be placed in a position directly above the pipe and hand backfilled 1 foot above the ball to prevent damage or movement during subsequent backfilling. Depth of burial shall not be less than 1-1/2 feet or more than 2 feet.

- B. The Contractor shall purchase and deliver one (1) marker ball locator to the County. Marker ball locator shall be 2250-iD/EU5W-RT as manufactured by 3M Dynatel.

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C. Pressure Pipe Identification:

1. PVC pressure pipe shall be color coded. Blue shall be used for potable water, green shall be used for pressure sewer mains, and pantone purple shall be used for reclaimed water mains. In order to preclude possible domestic water tapping, all underground ductile iron sanitary sewage force mains and reclaimed mains shall be marked with a continuous painted stripe; stripe shall be 2-inch minimum width located within the top 90 degrees of the pipe. Sanitary sewage force main shall be green and reclaimed mains shall be pantone purple.
2. During the backfilling operating, the contractor shall place a pipe-locating tape one foot directly above and parallel to the pipe run with the printed side up for visual identification. The tape shall be as manufactured by Lineguard, Inc., Wheaton, IL consisting of a 2-inch minimum width plastic and metallic foil for detection by pipeline locating equipment. Tape shall be coded as follows:

PIPE	COLOR	PRINTING
Potable Water	Blue	"Caution Buried Water Line Below"
Reuse Water	Purple	"Reclaimed Water Buried Below"
Force Main	Green	"Caution Buried Force Main Below"

D. Other Requirements:

1. Water Service: Seminole County water services will be marked with a 2" x 4" x 4' minimum wood stake or a 2" diameter x 4' minimum long PVC pipe placed vertically in ground with the top 2' painted blue located behind the meter box and a minimum marker burial depth of 2'. Additionally, 3" wide by 6" high letters will be etched or cut in the concrete curb and painted blue. Use the letter "W" for water services, "V" for valves, and "B.O." for blow offs.
2. Sewer Lateral: Seminole County sewer lateral locations will be marked by etching or cutting a 3" wide x 6" high "S" in the concrete curb and then painting it red. The terminal end of the lateral will have a 2" x 4" x 4' minimum wood stake or a 2" diameter x 4' long minimum PVC pipe placed at its invert and extending a minimum of 2' above finished grade with the top 2' painted red and a minimum marker burial depth of 2'. In addition, there will be a reusable electronic marker ball installed in accordance with the Drawings.

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3. Valve Boxes and Meter Boxes: Covers are to be marked with permanently affixed, minimum 1½" letters to identify as follows:

"WATER"	-	Potable Water
"REUSE"	-	Reclaimed Water
"SEWER"	-	Sanitary Force main

END OF SECTION

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**SECTION 02675-DISINFECTION, CLEANING AND TESTING OF
WATER, SANITARY AND RECLAIMED WATER MAINS**

PART 1 - GENERAL

1.01 SECTION INCLUDES

Cleaning, disinfection, biological testing, pressure testing, and television inspection of potable and reclaimed water distribution systems and wastewater collection systems.

1.02 PAYMENT

Payment for cleaning and disinfecting water mains, fittings, and appurtenances shall be incidental to the work.

Payment for construction of sample taps and laboratory testing shall be incidental to the work.

1.03 REFERENCES

AWWA C651 - Disinfecting Water Mains.

Florida Administrative Code, Chapter 10D4 - Water Systems.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 FLUSHING

All water, reclaimed water, and force mains shall be full diameter flushed to remove all sand and other foreign matter. A flushing plan is to be submitted to the Project Manager prior to flushing. The velocity of the flushing water shall be sufficient to remove all foreign material including sand. Flushing shall be terminated at the direction of the Engineer. The Contractor shall dispose of the flushing water without causing a nuisance or property damage.

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3.02 TESTING OF PRESSURE MAINS

Pressure Test: Pressure tests shall be conducted in the presence of the Engineer. The Contractor will provide a suitable pressure gauge for the test. The Contractor will provide all other necessary apparatus including a pump, flow measuring device, piping connections and fittings and the necessary labor to conduct the tests. The pressure test shall be of two hour duration. During the pressure test, the pipe being tested shall be maintained at a pressure of not less than 150 psi. During the leakage test, the piping being tested shall be maintained at the test pressure. Leakage is defined as the quantity of water added to the pipe being tested during the test period. No pipe installation will be accepted if the leakage exceeds the quantities specified in AWWA C600, Section 4.2. Visible leakage shall be corrected regardless of total leakage. The Contractor shall submit to the Engineer the testing pattern he proposes to follow prior to testing for the Engineer's approval. The test procedure shall include a means to test against all valves ensuring that each valve is watertight. Therefore, to meet this requirement, it is necessary for all new water main segments to be tested from valve to valve. Any deviation from this requirement would need to be submitted to the Engineer for prior approval.

Flushing of Completed Pipelines: Following the leakage test, each section of completed pipeline shall be as thoroughly flushed as possible. A minimum flow shall be used for flushing that will insure a velocity in the pipe of 2.5 ft. per second. Water required for testing and flushing shall be furnished by the Contractor. The water shall be from a potable water source satisfactory to the Owner.

Water for Testing and Flushing: Water required for testing and flushing shall be furnished by the Contractor. The water shall be from a potable water source satisfactory to the Owner. The cost of the water shall be included in the unit cost of the pipe and no separate payment will be made for this item.

3.03 CLEANING, DISINFECTION, STERILIZATION AND BACTERIOLOGICAL TESTING OF WATER MAINS

The Contractor shall flush all new mains and arrange for complete sterilization by chlorination to be accomplished by qualified personnel or subcontractors. Work shall conform to applicable provisions of AWWA C651 "Disinfecting Water Mains." Water with a chlorine content of 100 ppm shall be evenly distributed throughout the pipe system and allowed to remain in the pipe for 24 hours before it is flushed out. Should the

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Contractor choose a method of disinfection which requires a chlorine concentration less than 100 ppm, the Contractor shall submit a disinfection plan to the Engineer for approval prior to proceeding with the disinfection. Once the chlorinated water has been flushed from the water mains, bacteriological samples shall be collected and analyzed by an FDEP approved laboratory under the employ of the Contractor. Samples shall be taken on two consecutive days from each designated sample point. Water mains shall not be flushed between samples. If such samples do not demonstrate satisfactory results, rechlorination and additional samples at the Contractor's expense will be required. All new water service assemblies installed prior testing and disinfection shall also be disinfected.

Contractor shall construct sample taps at the locations shown on the drawings, as required by the Local Health Unit, or as designated in the FDEP water system construction permit.

Sample taps shall be left running so that samples may be collected by the approved testing laboratory as required by the Local Health Unit or FDEP.

Should samples be unsatisfactory, Contractor shall rechlorinate the water mains, reflush, and set up additional sampling with the testing laboratory until accepted by the Engineer.

3.04 FIELD QUALITY CONTROL

All tests, inspections, disinfection and record drawings shall be conducted and prepared in accordance with Seminole County Water and Sewer Standards as contained in the Land Development Code.

The County reserves the right to require main clearing and flushing activities to be performed during periods of low demand, depending upon the volume and rate of water required to perform the activities. Low demand periods typically occur between midnight and 5:30 a.m. Should the County impose this requirement on the Contractor, it shall be done at no additional cost to the County.

END OF SECTION

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SECTION 02700 - PIPE AND FITTINGS FOR RECLAIMED WATER MAIN

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK: Work under this section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the drawings for furnishing and installing reclaimed water pipe and appurtenances.
- 1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.
- A. Local, county and municipal codes.
 - B. American Society for Testing and Materials (ASTM).
 - C. American National Standards Institute (ANSI).
 - D. American Water Works Association (AWWA).
 - E. American Association of State Highway and Transportation Officials (AASHTO).
 - F. Florida Department of Transportation Specifications (FDOT).
 - G. Federal Specifications.
 - H. National Sanitation Foundation (NSF).
 - I. United States Department of Commerce Commercial Standards (CS).
 - J. All local government rules and regulations.
- 1.03 SUBMITTALS
- A. Manufacturer's Data: Prior to delivery, submit manufacturer's descriptive literature, catalog cut sheets, technical data and any other necessary information to show proposed products conform with the contract documents.

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- B. Shop Drawings: The Contractor shall submit shop drawings for all equipment and materials to Seminole County Environmental Services Department. Include details of pipe and fitting products, pipeline drawings, laying schedules, underground structures, connections, restraints, and anchors. At a minimum product shall meet Seminole County Water and Sewer Standards as contained in the Land Development Code.
- C. Certifications: The Contractor shall submit a certification from the pipe manufacturer that the pipe and fittings supplied have been inspected at the plant and meet these specifications and all applicable standards. All lined pipe shall be certified to be holiday free by the manufacturer's independent testing laboratory; and meets all requirements of these specifications.

1.04 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified or shown on the drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

1.05 WORKMANSHIP

- A. All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.06 SITE MAINTENANCE

- A. The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

1.07 STORAGE OF MATERIALS AND EQUIPMENT

- A. The Contractor shall provide space for storage of materials and equipment. Pipe strung along roads and right-of-ways shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.

1.08 OPEN TRENCH

- A. The amount of open trench shall be limited so that no more than 100 feet of open trench in advance of the backfilling operation will remain at the end of the working day. All open trench shall be protected by the Contractor with

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barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times. The barrier, warning and traffic control devices shall be suitably lighted at all times that vehicular traffic lights are required.

1.09 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of water, materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- B. **Installer's Qualifications:** Firm with at least 3 years of successful installation experience on projects with water piping work similar to that required for project.
- C. **Reclaimed Purveyor Compliance:** Comply with requirements of Purveyor supplying reclaimed service to project, obtain required permits and inspections.

PART 2 - PRODUCTS - PRESSURE RECLAIMED MAINS

2.01 PIPE AND PIPE FITTINGS

- A. **General:** Provide piping materials and factory fabricated piping products of sizes, types, pressure ratings, and capacities as indicated.
 - 1. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match pipe materials used in potable water systems.
 - 2. Where more than one type of materials or products are indicated, selection at a minimum shall meet Seminole County's "Water & Sewer Standards" as contained in the *Land Development Code*.
- B. **Pipe Fittings and Accessories:** Same material and weight/class as pipes, with joining method as indicated.
- C. **PVC Pipe and Fittings for Pressure Main Applications**
 - 1. **Polyvinyl Chloride (PVC) Pipe:** All pipe shall conform to ASTM D1784 and shall be made from virgin resin compounds. Pipe 4-inches through 12-inches shall be AWWA C900, DR 18, pressure

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class 150, and meet all the requirements of the AWWA C900 standard, latest edition. Pipe 14-inches and greater shall be AWWA C905 with a dimension ratio of DR-18 or less and pressure class of 165 psi or greater, and shall meet all of the requirements of the AWWA C905 standard, latest edition. All PVC pipe 4-inches and greater shall have push-on joints using elastomeric gaskets conforming to the requirements of ASTM F477. Source Manufacturers for PVC pipe: Certainteed, Cantex, Northstar, Johns-Manville, IPEX, H&W and HEP.

All PVC pipe must bear the NSF logo for potable water use.

2. Fittings for PVC pipe 4-inches and larger: Fittings shall be mechanical joint ductile iron fittings complying with ANSI/AWWA C110/A21.10 or ANSI/AWWA C111/A21.11 with cement mortar lining and asphaltic seal coat. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane, Star Pipe Products and U.S. Pipe.
3. Restrained Joints: The pipe restraint shall be provided by restraining sufficient length of pipe as shown on the drawings. Mechanical restraint devices for PVC pipe shall meet the following requirements listed in paragraphs a. and b. below.
 - a. Push-On Pipe Joints: Restraining devices shall consist of two split rings, restraining rods, and related hardware. The split rings shall be manufactured of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a safety factor of two and shall comply with the requirements of UNI-B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 09900, and shall be wrapped with polyethylene which meets the requirements of, and is installed in accordance with AWWA C105.

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- b. **Mechanical Joint Fittings:** Where PVC pipe connects to mechanical joint ductile iron fittings and joints are to be restrained, restraining device shall consist of a split ring, restraining rods, and related hardware. The split ring shall be constructed of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a factor of safety of two and shall comply with the requirements of Uni-Flange B-13-92. The devices shall be Series 1300 as manufactured by Uni-Flange, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 00990, and shall be wrapped with polyethylene meeting the requirements of, and is installed in accordance with AWWA C105.
- c. It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe system. Restraint shall be installed in accordance with the applicable restrained joint table detailed on the Drawings.

D. **Ductile Iron Pipe and Fittings**

1. **Ductile Iron Pipe:** Pipe shall meet ANSI/AWWA C151/A21.51 latest edition, with cement mortar lining and asphaltic seal coat complying with ANSI 21.4/AWWA C104. Pipe 4" to 12" shall have a minimum pressure Class 350 psi. Pipe 14" to 20" shall have a minimum pressure Class 250 psi. Pipe 24" and larger shall have a minimum pressure Class 200 psi. Pipes 30" and larger shall be pressure Class 150 psi. Fittings shall be push-on joint, mechanical joint, or flanged conforming to ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53 with cement mortar lining and asphaltic seal coat. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane, U.S. Pipe, Griffin, Clow, and Tyler.

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2. Joints:

- a. Joints for buried ductile iron pipe shall be push-on or mechanical joints conforming to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 or ANSI A21.53/AWWA C153.
- b. Joints for exposed pipe above ground or in vaults shall be flanged conforming to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 and ANSI B16.1, 125 lb.
- c. Use restrained joints at all locations where unbalanced reactions occur. Thrust blocks are not allowed. Approved restrained joints for ductile iron pipe include factory restrained joints or mechanical restraining devices. Factory restrained joints may include Flex-Ring Joint, Lok-Ring or Fast Grip by American Cast Iron Pipe, TR-Flex or Uniflex Joints by U.S. Pipe and Foundry, or an approved equal. Mechanical restraint devices include Megalug restrainer glands by EBAA Iron for mechanical joints, Series 1300 by Uni-Flange for mechanical joints, Series 1390 by Uni-Flange for push-on joints, Star Pipe Products series 3000, 3100 and 3600, Series 611 by Romac Industries for push-on bell and spigot joints, Series 612 by Romac Industries for mechanical joints, or an approved equal.
- d. Welded-on-Outlets: Ductile iron pipe with welded-on outlets shall be American Ductile Iron Pipe specials or an approved equal. The outlets shall be fabricated from centrifugally cast ductile iron pipe, manufactured and tested in accordance with ANSI/AWWA C151/A21.51. The welded-on pipe outlet shall be assembled to the parent pipe at the pipe factory. No field welded-on outlets will be accepted. Outlets shall have a rated working pressure of 250 psi and shall have a cement mortar lining in accordance with ANSI/AWWA C104/A21.4. Acceptable outlet types may include flanged joints ANSI/AWWA C110/A21.10 or C115/A21.15, or mechanical joints, ANSI/AWWA C111/A21.11.
- e. It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe systems. Restraining devices shall be installed in accordance with the applicable restrained joint table detailed on the Drawings.

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3. Exterior Coating:

a. Exposed Pipe: Exposed piping shall be furnished with a factory applied red oxide primer coat. After installation, all exposed piping shall be prepared and painted as specified under Section 09900.

b. Buried Pipe: Buried pipe shall have standard manufacturer's bituminous coating. Coating shall have a minimum thickness of 1 mil dft.

4. Interior Lining: Interior lining for ductile iron pipe shall be cement mortar lining with an asphaltic coating in accordance with ANSI/AWWA A21.4/C104.

5. Fittings: Fittings shall be push-on, mechanical joint, or flanged ductile iron fittings conforming to ANSI/AWWA C110/A21.10, ANSI/AWWA C111/A21.11 or ANSI/AWWA C153/A21.53 with cement mortar lining and asphaltic seal coat. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111. Source manufacturers for pipe and fittings shall be: American, McWane U.S. Pipe, Griffin, Clow, and Tyler.

All fittings shall have a minimum 250 psi working pressure and one of the following end connections:

a. Mechanical Joints: ANSI 21.10/AWWA C110 Table 10.1 or ANSI A21.53/AWWA C153 or ANSI/AWWA 21.11/C111.

b. Flanged Joint: ANSI/AWWA C110/A21.10, ANSI B16.1, Class 125 flanges; working pressure of 250 psi minimum.

c. Restrained Joints: All fittings shall be restrained. Restrained joint fittings may be factory restrained joints or mechanical restraining devices as described in Paragraph D.2.c above.

6. Fasteners: Provide studs, bolts, nuts and washers in quantities required to fully assemble all piping and accessories. Fasteners for flanges joints shall be AISI Type 316 stainless steel conforming to

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ASTM F 593 and ASTM F 594 for all exterior flanged piping. Fasteners for mechanical joints shall be high strength, low alloy steel having the characteristics listed in Table 6 of AWWA C111.

7. Polyethylene encasement shall conform to the requirements of ANSI/AWWA C105/A21.5.

H. Miscellaneous Fittings and Accessories:

1. Flanged Adapter: Cast iron, ASTM A126, Class B, Flanges to match ANSI B 16.1, 125 lb. flanges.
2. Wall Sleeves:
 - a. Cast iron or hot dip galvanized steel with exterior ring cast at center of sleeve.
 - b. Mechanical Joint: Acceptable Figure No. F-1436, Clow Corporation, or equal.
3. Penetration Seals: Where pipes pass through walls and sleeves, pipe-to-wall penetration closures shall be furnished.
 - a. Interlocking synthetic rubber links assemblies with austenitic stainless steel bolts and nuts.
 - b. Glass fiber reinforced plastic pressure plates under each bolt head and nut.
 - c. For Piping 10" and Larger: Links shall have reinforced centering blocks in the lower 90° quadrant or assembly.
 - d. Acceptable: Link-Seal by Thunderline Corporation, Wayne, Michigan, or equal.
4. Threaded Pipe Nipples: Short lengths unless otherwise required. Close lengths shall not be used except with special permission of the Engineer. Nipple stock shall be of same material used in connecting pipe and shall conform with material specifications.
5. D.I.P. Couplings: Couplings shall be full-circle, Rockwell, Dresser. Unless otherwise indicated, couplings 2 inches and smaller shall be malleable iron and couplings over 2 inches shall be cast iron.
6. PVC Adapters and Flexible Couplings: Prefabricated polyvinyl joint sealer adapters and couplers are manufactured by Fernco or equal, with stainless steel bands and adjusting screws.

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7. Pump-Out Connection: Connection shall be formed with fittings, plug valve and a quick disconnect coupling, as shown on the Drawings.

PART 3 - EXECUTION

- 3.01 EXCAVATION: The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the drawings or as necessary. This shall include all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins. All applicable provisions of Section 02200, Earthwork shall be followed.
- A. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the Contractor without compensation. Known existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The Contractor shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities. The Contractor shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.
 - B. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions.

No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Engineer. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Engineer, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours.
 - C. Shoring, Sheet piling and Bracing: The Contractor shall do all shoring, sheeting and bracing or provide other approved facilities required to perform

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and protect the excavation and as necessary for the safety of the public, the employees, and the preservation of existing roads, structures and other utilities. The top of such sheeting left in place shall be cut off at a minimum elevation of 2.5 ft below finished grade.

- D. **Pavement Removal:** The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the Contractor as approved by the Engineer.
- E. **Boulder Removal:** All rocks, stones, boulders or concrete, having any dimension larger than permitted to be used for backfill in the paragraph entitled "Backfilling" of these specifications, shall be removed from the site and disposed of by the Contractor.
- F. **Disposal of Excess Materials:** The Contractor shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the Contractor at his expense.
- G. **Unstable Soil Conditions and Overdepth Excavation:** Where unstable soil conditions are encountered, the excavation shall be increased as directed by the Engineer. The bottom of the excavation shall be brought up to the proper excavation elevation utilizing suitable and properly compacted backfill material.

3.02 **INSTALLATION OF MAINS:** Unless otherwise noted on the drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

The Contractor shall use every precaution during construction to protect the pipe against the entry of nonpotable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the Engineer.

- A. **Depth of Cover:** Unless otherwise shown on the drawings, or otherwise authorized by the Engineer, the pipe shall have a minimum cover of 36 inches.
- B. **Connections to Existing Mains:** The Contractor shall make connections to existing mains as shown on the drawings. Connections to pressurized mains shall be made only after flushing has been completed and under the system Owner's immediate supervision.

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3.03 BACKFILLING

- A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.
1. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of 1 foot over the pipe shall be sand or a mixture of sand, shell or crushed rock properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitations:
 - a. Ductile Pipe - All material shall pass through a 3/4 inch square opening laboratory sieve.
 - b. Plastic Pipe - All material shall pass through a 1/2 inch square opening laboratory sieve for pressure water mains.
 2. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a 3-1/2 inch ring.
 3. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the Contractor at no additional expense to the Owner.
- B. Placing and Compaction:
1. Pressure Mains
 - a. Under Pavement: Where the excavation is made through existing or proposed pavements, including shoulders, curbs, driveways or sidewalks, or where such structures are penetrated by wellpoints, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks passing a 3-1/2 in. ring will be permitted in the backfill between the elevation one foot above the top of the pipe and the bottom of the pavement subgrade.
- The entire backfill material, including the material placed around and one foot above the pipe, shall be compacted to a density of not less than 100% of the maximum density, as determined by AASHTO T-99. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. Compaction by flooding or puddling

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will be permitted only by written authorization from the Engineer.

Roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock, or a conglomerate of such materials are not considered as being permanent pavement.

- b. In Areas Not Under Permanent Pavement: Within right-of-ways or other areas where permanent pavement does not exist or is not proposed, including roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock or conglomerate, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks having a dimension of 6 in. will be permitted in the backfill between the elevation 1 ft. above the top of the pipe and 1 ft. below the surface. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. The bedding and embedment shall be compacted to a density of not less than 100 percent of maximum as determined by AASHTO T-99. The backfill material above 1 ft. over the pipe shall be compacted to a density of not less than 98 percent of the maximum density, as determined by AASHTO T-99. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.
- c. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoint holes should be plugged with a concrete slurry, such plugging to be at the expense of the Contractor.
- d. Compaction Tests: The Engineer may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill. The testing will be paid for by the Owner. The cost of the partial excavation and restoration of the backfill will be paid by the Contractor. Density tests shall be taken along the pipe. (Maximum distance between tests shall be 300 lineal feet. Tests shall begin 12" from top of pipe and shall be tested every 24" in depth for subsequent lifts).

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3.04 EXPOSED PIPING

A. General:

1. Present neat and orderly appearance with completed installation.
2. Install parallel, or at right angles, to all walls, or other building surfaces, where possible, unless indicated otherwise.
3. Space for easy removal and maintenance.

B. Vertical Piping shall be secured at sufficiently close intervals to keep pipe in alignment, and to support weight of pipe and its contents.

C. Horizontal Piping shall be supported at sufficiently close intervals to prevent sagging, and provide thrust restraint. Install supports at ends of runs or branches and at each change of direction or alignment.

D. Wall Penetrations:

1. Install wall sleeves or pipes in cast-in-place concrete walls prior to placing concrete.
2. Miscellaneous Small Piping (in lieu of wall sleeves): Provide length of galvanized steel pipe or galvanized heavy wall conduit equal to wall thickness.
3. Install specified penetration seals to provide a watertight, vermin-proof joint.

E. See Painting Section 09900 for requirements.

3.05 **CULVERT REPAIR:** Culverts, catch basins, swales and other drainage structures that are damaged during construction shall be replaced with materials and structures equal and similar to those removed or damaged, unless indicated otherwise. Manhole covers and gratings shall be set at the original elevations unless otherwise directed. In addition, it shall be the responsibility of the Contractor to maintain existing drainage patterns and stormwater conveyance systems throughout the duration of the project.

The Contractor shall take precautions against the entry of excavated and other loose material resulting from his operations from entering catch basins, culverts and other drainage structures in the vicinity of his operations. He shall maintain the cleanliness of these drainage structures in a condition equal to that prior to the commencement of his operations during the construction. The Contractor shall be responsible for all damage to persons, roads, buildings, vehicles and other property resulting from the failure of the Contractor to maintain these drainage structures. The cost of repair of any culverts shall be borne by the Contractor.

3.06 **RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:**
Where pavement, trees, shrubbery, fences or other property and surface

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structures not designated as pay items, have been damaged, removed or disturbed by the Contractor whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

- 3.07 PROTECTION: At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided by the Contractor for this purpose.
- 3.08 CLEANUP: The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.
- 3.09 PRESSURE TESTING AND FLUSHING: See Section 02675.

END OF SECTION

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SECTION 02750 - PIPE AND FITTINGS FOR SANITARY FORCE MAIN

PART 1 - GENERAL

- 1.01 DESCRIPTION OF WORK: Work under this Section consists of furnishing all materials, supplies, equipment and labor in accordance with the requirements set forth herein and as shown on the Drawings for furnishing and installing sanitary force main pipe and appurtenances.
- 1.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS: The Work under this Contract shall be in strict accordance with the following codes and standards.
- A. Local, county and municipal codes.
 - B. American Society for Testing and Materials (ASTM).
 - C. American National Standards Institute (ANSI).
 - D. American Water Works Association (AWWA).
 - E. American Association of State Highway and Transportation Officials (AASHTO).
 - F. Florida Department of Transportation Specifications (FDOT).
 - G. Federal Specifications.
 - H. National Sanitation Foundation (NSF).
 - I. United States Department of Commerce Commercial Standards (CS).
 - J. All local government rules and regulations.
- 1.03 SUBMITTALS
- A. Manufacturer's Data: Prior to delivery, submit manufacturer's descriptive literature, catalog cut sheets, technical data and any other necessary information to show proposed products conform with the contract documents.
 - B. Shop Drawings: The Contractor shall submit shop drawings for all equipment and materials to Seminole County Environmental Services Department. Include details of pipe and fitting products, pipeline drawings, laying schedules, underground structures, connections, restraints, and anchors. At a minimum product shall meet Seminole County Water and Sewer Standards as contained in the Land Development Code.

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- C Certifications: The Contractor shall submit a certification from the pipe manufacturer that the pipe and fittings supplied have been inspected at the plant and meet these specifications and all applicable standards. All lined pipe shall be certified to be holiday free by the manufacturer's independent testing laboratory; and meets all requirements of these specifications.

1.04 MATERIALS AND EQUIPMENT

- A. Unless otherwise specified or shown on the Drawings, materials and equipment shall be the standard product of a manufacturer and shall comply with the Contract Documents and applicable standards for such materials or equipment.

1.05 WORKMANSHIP

- A. All materials and equipment shall be installed in accordance with the manufacturer's instructions and to these Contract Documents. The Contractor shall notify the Engineer when the manufacturer's instructions conflict with these specifications.

1.06 SITE MAINTENANCE

- A. The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand or other debris where the construction occurs in residential, commercial or other developed areas.

1.07 STORAGE OF MATERIALS AND EQUIPMENT

- A. The Contractor shall provide space for storage of materials and equipment. Pipe strung along roads and right-of-ways shall be placed in a manner that will not endanger or restrict pedestrian or vehicular traffic.

1.08 OPEN TRENCH

- A. The amount of open trench shall be limited so that no more than 100 feet of open trench in advance of the backfilling operation will remain at the end of the working day. All open trench shall be protected by the Contractor with barriers, warning devices and traffic control devices, which shall be kept in the correct position, properly directed and clearly visible at all times. The barrier, warning and traffic control devices shall be suitably lighted at all times that vehicular traffic lights are required.

1.09 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Firms regularly engaged in manufacture of water, materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.

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- B. Installer's Qualifications: Firm with at least 3 years of successful installation experience on projects with water piping work similar to that required for project.

PART 2 - PRODUCTS

2.01 PIPE AND PIPE FITTINGS

- A. General: Provide piping materials and factory fabricated piping products of sizes, types, pressure ratings, and capacities as indicated.
1. Where not indicated, provide proper selection as determined by Installer to comply with installation requirements. Provide sizes and types matching piping and equipment connections; provide fittings of materials which match pipe materials used in potable water systems.
 2. Where more than one type of materials or products are indicated, selection at a minimum shall meet Seminole County's "Water & Sewer Standards" as contained in the *Land Development Code*.
- B. Pipe Fittings and Accessories: Same material and weight/class as pipes, with joining method as indicated.
- C. PVC Pipe and Fittings for Pressure Main Applications
1. Polyvinyl Chloride (PVC) Pipe: All pipe shall conform to ASTM D1784 and shall be made from virgin resin compounds. Pipe 4 inches through 12 inches shall be DR 18, pressure class 150, and meet all the requirements of the AWWA C900 standard, latest edition. All PVC pipe 4-inches and greater shall have push-on joints using elastomeric gaskets conforming to the requirements of ASTM F477. Source Manufacturers for PVC pipe: Certainteed, Cantex, Northstar, Johns-Manville, IPEX, H&W and HEP.
 2. Fittings for PVC pipe 4 inches and larger: Fittings shall be injection-molded PVC pressure fittings complying with AWWA C907-04. Gaskets for push-on or mechanical joints shall be vulcanized styrene butadiene rubber. Tee-bolts and nuts for mechanical joints shall be high strength low-alloy steel having the characteristics listed in Table 6 of AWWA C111.
 3. Restrained Joints: The pipe restraint shall be provided by restraining sufficient length of pipe as shown on the Drawings. Mechanical restraint devices for PVC pipe shall meet the following requirements listed in paragraphs a. and b. below.
 - a. Push-On Pipe Joints: Restraining devices shall consist of two split rings, restraining rods, and related hardware. The split

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rings shall be manufactured of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a safety factor of two and shall comply with the requirements of UNI-B-13-92. The devices shall be Series 1390 as manufactured by Uni-Flange, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 09900, and shall be wrapped with polyethylene which meets the requirements of, and is installed in accordance with AWWA C105.

- b. Mechanical Joint Fittings: Where PVC pipe connects to mechanical joint ductile iron fittings and joints are to be restrained, restraining device shall consist of a split ring, restraining rods, and related hardware. The split ring shall be constructed of high strength ductile iron meeting the requirements of ASTM A536, Grade 65-45-12, or structural steel meeting the requirements of ASTM A36. Restraining rods, bolts, and connecting hardware shall be in accordance with ANSI/AWWA C111/A21.11. The devices shall be rated for a working pressure of at least 200 psi with a factor of safety of two and shall comply with the requirements of Uni-Flange B-13-92. The devices shall be Series 1300 as manufactured by Uni-Flange, Romac Industries 600 Series, Star Pipe Products, One Bolt or an approved equal. After installation, restraining assemblies which are not ductile iron shall be painted in accordance with Paragraph 2.02, B., 11., Section 09900, and shall be wrapped with polyethylene meeting the requirements of, and is installed in accordance with AWWA C105.
 - c. It shall be the responsibility of the Contractor to restrain any existing pipe systems that are connected to newly constructed pipe system. Restraint shall be installed in accordance with the applicable restrained joint table detailed on the Drawings.
4. Fasteners: Provide studs, bolts, nuts and washers in quantities required to fully assemble all piping and accessories. Fasteners for flanges joints shall be AISI Type 316 stainless steel conforming to ASTM F 593 and ASTM F 594 for all exterior flanged piping. Fasteners for mechanical joints shall be high strength, low alloy steel having the characteristics listed in Table 6 of AWWA C111.

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PART 3 - EXECUTION

3.01 EXCAVATION: The Contractor shall perform all excavation of every description and of whatever substances encountered to the depths indicated on the Drawings or as necessary. This shall include all necessary clearing and grubbing of any foreign substance encountered within the structure or trench area. Excavated material suitable for backfill shall be piled in an orderly manner at a sufficient distance from the trench to prevent slides or cave-ins. All applicable provisions of Section 02200, Earthwork shall be followed.

- A. Protection of Existing Facilities and Utilities: All existing improvements such as pavements, conduit, poles, pipes and other structures, shall be carefully supported and fully protected from injury and, in case of damage, they shall be restored by the Contractor without compensation. Known existing utilities and other underground obstructions are shown on the plans, but the accuracy of the locations and depths is not guaranteed. The Contractor shall contact the utility prior to construction and arrange for the necessary assistance in locating and protecting the existing utilities. The Contractor shall be responsible for damages to these existing utilities and shall, in case they are damaged, restore them to their original condition.
- B. Trench Excavation: The minimum width of the trench shall be equal to the outside diameter of the pipe at the joint plus 8 in. each side of pipe for unsheeted or sheeted trench, with the maximum width of trench, measured at the top of the pipe, not to exceed the outside pipe diameter, plus 24 in., unless otherwise shown on the Drawings. Trench walls shall be maintained vertical from the bottom of the trench to a line measured at the top of the pipe. From the top of the pipe to the surface the trench walls shall be as vertical as possible under soil conditions.

No more than 100 linear feet of trench shall be open in advance of the completed pipe laying operation without prior approval of the Engineer. Pipe trenches across roadways and driveways shall be backfilled as soon as pipe is installed. Where, in the opinion of the Engineer, adequate detour facilities are not available, no trench shall be left open across a roadway or commercial property driveway where adequate detour routes are not available for a period in excess of 30 minutes, or as directed by the governing authority. No trench shall be left open across any roadway or driveway for more than 24 hours.

- C. Shoring, Sheet piling and Bracing: The Contractor shall do all shoring, sheet piling and bracing or provide other approved facilities required to perform and protect the excavation and as necessary for the safety of the public, the employees, and the preservation of existing roads, structures and other utilities. The top of such sheet piling left in place shall be cut off at a minimum elevation of 2.5 ft below finished grade.

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- D. **Pavement Removal:** The Contractor shall remove pavements as part of the trench excavation. The material from permanent pavement removal shall be carefully separated from trench excavation material and disposed of by the Contractor as approved by the Engineer.
- E. **Boulder Removal:** All rocks, stones, boulders or concrete, having any dimension larger than permitted to be used for backfill in the paragraph entitled "Backfilling" of these specifications, shall be removed from the site and disposed of by the Contractor.
- F. **Disposal of Excess Materials:** The Contractor shall dispose of the excavated materials not required or suitable for backfill. All surplus excavated material which is suitable for fill shall become property of the Contractor, and shall be disposed of by the Contractor at his expense.
- G. **Unstable Soil Conditions and Overdepth Excavation:** Where unstable soil conditions are encountered, the excavation shall be increased as directed by the Engineer. The bottom of the excavation shall be brought up to the proper excavation elevation utilizing suitable and properly compacted backfill material.

3.02 **INSTALLATION OF MAINS:** Unless otherwise noted on the Drawings or in other sections of this specification, the pipe shall be handled and installed in strict accordance with the manufacturer's instructions and with the applicable AWWA or ASTM Standards. If a conflict exists between the manufacturer's instructions and the AWWA or ASTM Standards, the manufacturer's instructions shall govern.

The Contractor shall use every precaution during construction to protect the pipe against the entry of non-potable water, dirt, wood, small animals and any other foreign material that would hinder the operation of the pipeline. Where the groundwater elevation is above the bottom of the trench, the Contractor shall provide suitable dewatering equipment. All piping shall be placed in a dry trench, unless wet trench installation is approved by the Engineer.

- A. **Depth of Cover:** Unless otherwise shown on the Drawings, or otherwise authorized by the Engineer, the pipe shall have a minimum cover of 36 inches.
- B. **Connections to Existing Mains:** The Contractor shall make connections to existing mains as shown on the Drawings. Connections to pressurized mains shall be made only after flushing has been completed and under the system Owner's immediate supervision.

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3.03 BACKFILLING

- A. Material: Shall be excavated material, essentially free of organic material, asphaltic concrete, clay, concrete, boulders and other deleterious material.
1. Bedding and Pipe Embedment: The material in the bedding, around the pipe and to a depth of 1 foot over the pipe shall be sand or a mixture of sand, shell or crushed rock properly graded and mixed so that fine grain material from the side walls of the trench or backfill above the embedment will not migrate into the backfill material. The backfill shall meet the following limitations:
 - a. Plastic Pipe - All material shall pass through a 1/2-inch square opening laboratory sieve for pressure mains.
 2. Above Pipe Embedment: The material shall be sand or a mixture of sandy material and rock, stone and shell. Rock, stone and shell shall pass through a 3-1/2 inch ring.
 3. Additional Fill: If sufficient suitable backfill material is not available from the excavation, additional fill meeting the above requirements shall be provided by the Contractor at no additional expense to the Owner.
- B. Placing and Compaction:
1. Pressure Mains
 - a. Under Pavement: Where the excavation is made through existing or proposed pavements, including shoulders, curbs, driveways or sidewalks, or where such structures are penetrated by wellpoints, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks passing a 3-1/2 in. ring will be permitted in the backfill between the elevation one foot above the top of the pipe and the bottom of the pavement subgrade.
- The entire backfill material, including the material placed around and one foot above the pipe, shall be compacted to a density of not less than 100% of the maximum density, as determined by AASHTO T-99. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.

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Roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock, or a conglomerate of such materials are not considered as being permanent pavement.

- b. In Areas Not Under Permanent Pavement: Within right-of-ways or other areas where permanent pavement does not exist or is not proposed, including roads, walks and driveways consisting of broken stone, gravel, marl, shell, shellrock or conglomerate, the entire backfill to the subgrade of the pavement or structures shall be made with predominantly sandy material free from rock, stones or organic matter, except that rocks having a dimension of 6 in. will be permitted in the backfill between the elevation 1 ft. above the top of the pipe and 1 ft. below the surface. Particular care shall be taken to insure that the backfill at the haunch is free from voids and is properly compacted. The bedding and embedment shall be compacted to a density of not less than 100 percent of maximum as determined by AASHTO T-99. The backfill material above 1 ft. over the pipe shall be compacted to a density of not less than 98 percent of the maximum density, as determined by AASHTO T-99. Compaction by flooding or puddling will be permitted only by written authorization from the Engineer.
- c. Miscellaneous: Backfilling around meter boxes, valve boxes and other structures shall be accomplished in the same manner as the connected pipe. Extreme care shall be used in backfilling wellpoint holes should be plugged with a concrete slurry, such plugging to be at the expense of the Contractor.
- d. Compaction Tests: The Engineer may at any time instruct the Contractor to partially excavate a previously backfilled trench or temporarily backfilling of a short section of the trench for the purpose of obtaining measurements of the density of the backfill. The testing will be paid for by the Owner. The cost of the partial excavation and restoration of the backfill will be paid by the Contractor. Density tests shall be taken along the pipe. (Maximum distance between tests shall be 300 lineal feet. Tests shall begin 12" from top of pipe and shall be tested every 24" in depth for subsequent lifts).

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- 3.04 **CULVERT REPAIR:** Culverts, catch basins, swales and other drainage structures that are damaged during construction shall be replaced with materials and structures equal and similar to those removed or damaged, unless indicated otherwise. Manhole covers and gratings shall be set at the original elevations unless otherwise directed. In addition, it shall be the responsibility of the Contractor to maintain existing drainage patterns and stormwater conveyance systems throughout the duration of the project.

The Contractor shall take precautions against the entry of excavated and other loose material resulting from his operations from entering catch basins, culverts and other drainage structures in the vicinity of his operations. He shall maintain the cleanliness of these drainage structures in a condition equal to that prior to the commencement of his operations during the construction. The Contractor shall be responsible for all damage to persons, roads, buildings, vehicles and other property resulting from the failure of the Contractor to maintain these drainage structures. The cost of repair of any culverts shall be borne by the Contractor.

- 3.05 **RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:** Where pavement, trees, shrubbery, fences or other property and surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor whether deliberately or through failure to carry out the requirements of the contract documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures shall be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.
- 3.06 **PROTECTION:** At the end of each workday the mains under construction shall be plugged to prevent the entry of small animals or rodents. Temporary plugs shall be provided by the Contractor for this purpose.
- 3.07 **CLEANUP:** The Contractor shall maintain the site of the Work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.
- 3.09 **PRESSURE TESTING:** See Section 02675 for requirements.

END OF SECTION

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SECTION 02930 - SODDING

PART 1 - GENERAL

1.01 DESCRIPTION: The Contractor shall furnish all materials and labor necessary for construction. It is the intent of this specification that damaged areas are to be replaced in kind, with sod to be used for all maintained yard areas.

1.02 STORAGE OF MATERIALS: The Contractor shall provide space for storage of sod prior to placement in a manner that will not endanger or restrict pedestrian or vehicular traffic or interfere with other aspects of the work.

1.03 All disturbed areas having slopes in excess of 3:1, located in a drainage ditch or located within existing landscaped areas with turf grass shall be restored with solid sodding.

PART 2 - PRODUCTS

2.01 SOD: Sodding shall be in accordance with section 575-1 through 575-2 of the DOT Specifications. Sod being replaced in existing sodded areas shall be replaced in kind. Sod in new areas shall be St. Augustine Floratam. Sod in existing areas shall match existing sod type, as approved by the Engineer.

PART 3 - EXECUTION

3.01 SOD: Sodding shall be in accordance with Section 575-3 of the DOT Specifications.

3.02 MAINTENANCE: Sodding shall be maintained in accordance with Section 575-3.4 of the DOT Specifications.

3.03 SPRINKLER SYSTEM: Where sprinkler/irrigation systems require repair or replacement, the Contractor's sodding operation shall not commence until the Engineer has approved the repaired or replaced system.

END OF SECTION

SECTION 09900 - PAINTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of painting work is shown on the drawings and schedules, and as specified.
- B. The work includes painting and finishing of interior and exterior exposed items and surfaces throughout the project, except as otherwise indicated. The term "painting" includes furnishing all material, tools, and labor required to provide a completed project. Surface preparation, priming, and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of the work. Unless otherwise indicated paint all exposed galvanized surfaces and items.
- C. "Paint" as used means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.
- D. Paint all exposed surfaces whether or not colors are designated in "schedules", except where the natural finish of the material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color or finish is not designated, the Engineer will select these from standard colors available for the materials systems specified.

1.02 REFERENCE STANDARDS: The work shall conform to applicable provisions of the following standards, except as modified herein.

- A. American National Standards Institute (ANSI):
 - ANSI/EIA RS-359-1969 Colors for Identification and Coding (ANSI C83.1).
 - ANSI Z53.1-1979 Safety Color Code and Marking Physical Hazards.
 - ANSI A13.1-1975 Scheme for the Identification of Piping Systems.

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

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|----------------------|--|
| ASTM D 2200-67(1980) | Pictorial Surface Preparation Standards for Painting Steel Structures. |
| ASTM D 3276-80 | Recommended Guide for Paint Inspectors. |

C. Steel Structures Painting Council (SSPC):

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|----------------|--|
| SSPC-SP 1-63 | Surface Preparation Specification, No. 1 Solvent Cleaning. |
| SSPC-SP 2-63 | Surface Preparation Specification No. 2 Hand Tool Cleaning. |
| SSPC-SP 3-63 | Surface Preparation Specification, No. 3 Power Tool Cleaning. |
| SSPC-SP 6-63 | Surface Preparation Specification, N. 6 Commercial Blast Cleaning. |
| SSPC-SP 7-63 | Surface Preparation Specification, No. 7 Brush-off Blast. |
| SSPC-SP 10-63T | Surface Preparation Specification, No. 10 Near White Metal Blast. |
| SSPC-PA 1-64 | Paint Application Specifications, No. 1 Shop, Field and Maintenance Painting. |
| SSPC-PA 2-73T | Paint Application Specifications, No. 2 Measurement of Dry Paint Thickness with Magnetic Gauges. |

1.03 PAINTING NOT INCLUDED

A. The following categories of work are not included as part of the field-applied finish work, or are included in other sections of the specifications.

1. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under the various sections for miscellaneous metal and similar items. Also, for fabricated components such as

- shop fabricated or factory-built mechanical and electrical equipment or accessories.
2. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing is specified for such items as (but not limited to) finished mechanical and electrical equipment.
 3. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting, unless otherwise indicated.
 4. Operating Parts and Labels:
 - a. Moving parts of operating units, mechanical and electrical parts, such as valve operators, linkages, sensing devices, will not require finish painting, unless otherwise indicated.
 - b. Do not paint over any code-required labels, Such as Underwriters Laboratories and Factory Manual, or any equipment identification, performance rating, name or nomenclature plates.

1.04 SUBMITTALS

- A. Manufacturer's Data; Painting: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.
- B. Samples; Painting: Submit samples to Engineer for review of color and texture only. Compliance with all other requirements is the exclusive responsibility of the Contractor. Provide a listing of the material and application for each coat of each finish sample.

1.05 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original, new, and unopened packages and containers bearing manufacturer's name and label and the following information:
 1. Name or title or material.
 2. Manufacturer's stock number and date of manufacture.
 3. Manufacturer's name.
 4. Contents by volume for major pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color name and number.

1.06 JOB CONDITIONS

- A. Apply waterbase paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 50 degrees F and 90 degrees F unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and the surrounding air temperatures are between 45 degrees F and 95 degrees F unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in rain, fog, or mist; or when the relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather only if the areas and surfaces to be painted are enclosed and maintained within the temperature and humidity limits specified by the paint manufacturer during application and drying periods.

1.07 PAINTED ITEMS SCHEDULE: In general, all existing building interiors, and new structures and related equipment, shall have the interiors and exteriors cleaned and painted, including those scheduled below:

- A. Piping and valves.
- B. Concrete vault.
- C. Concrete slab over wet well (exposed interior side only).
- D. Potable water backflow prevention devices.

PART 2 - PRODUCTS

2.01 COLORS AND FINISHES:

- A. Paint colors, surface treatments, and finishes shall be as follows or selected from Manufacturer's sample chips.
 - 1. Owner shall decide on all other colors and treatments.
- B. Final acceptance of finishes will be from samples applied on the job.

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- C. Color Pigments: Pure, nonfading, applicable types to suite the substrates and service indicated.
- D. Paint Coordination: Provide finish coats which are compatible with prime paints used regardless of whether prime coats are field or shop applied. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coating system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use to ensure compatible prime coats used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify the Engineer in writing of any anticipated problems using specified coating systems with substrate primed by others.
- E. Potable water backflow prevention devices shall be color-coded in accordance with the Seminole County *Land Development Code* (latest version).

2.02 MATERIAL QUALITY

- A. Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best-grade product will not be acceptable. Acceptable manufacturers include:
 1. Glidden Coatings and Resins, Division of SCM Corporation.
 2. Carboline
 3. Porter International.
 4. Indurall Coatings, Inc.
- B. Proprietary names used to designate materials are not intended to imply that products of the named manufacturers are required to the exclusion of equivalent products of other manufacturers. All proposed coatings shall be approved by the Engineer prior to use.
- C. Provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer, and use only within recommended limits.

2.03 PAINTING SYSTEMS SCHEDULE

A. The following painting systems shall be utilized for the specified items to be painted at the specified locations:

1. Piping/Valves:
 - a. Above grade, exterior:
 - 1) Surface preparation: SSPC-6, commercial blast.
 - 2) Primer: One coat, magna prime epoxy primer, 5 mils D.F.T.
 - 3) Finish Coat: Two coats, Hythane, 2 mils D.F.T. per coat.
 - b. Below grade, exterior (wetwell and vault):
 - 1) Surface preparation: SSPC-SP10, near white metal blast.
 - 2) Primer: One coat, Tasset, coal tar epoxy, 8 mils, D.F.T. per coat.
 - 3) Finish: One coat, Tasset, coal tar epoxy, 8 mils D.F.T. per coat.
2. Concrete Vault:
 - a. Interior/Exterior:
 - 1) Surface preparation: Sweep blast.
 - 2) Primer: One coat, Tasset Maxi-Build, coal tar epoxy, thinned 20%, 4 mils D.F.T., or equal.
 - 3) Finish Coat: One coat, Tasset Maxi-Build, 16 mils D.F.T., or equal.
3. Concrete Slab over Wet Well (Interior only)
 - a. Surface preparation: Sweep blast.
 - b. Finish Coat: Sauereisen No. 210, or equal, 1/8" min. D.F.T.

PART 3 - EXECUTION

3.01 INSPECTION: Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.02 SURFACE PREPARATION

- A. General: Perform preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as specified, for each particular substrate condition.

1. Remove all hardware, hardware accessories, machined surfaces, plates, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for the complete painting of the items and adjacent surfaces. Following completion of painting of each space or area, reinstall the removed items.
2. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program the cleaning and painting so that contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.

B. Cementitious Materials:

1. Prepare cementitious surfaces of concrete to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze. Concrete shall be patched as required prior to start of painting.
2. Determine the alkalinity and moisture content of the surfaces to be painted by performing appropriate tests. If the surfaces are found to be sufficiently alkaline to cause blistering and burning of the finish paint, the condition shall be corrected before application of paint. Do not paint over surfaces where the moisture content exceeds that permitted in the manufacturer's painted directions. Concrete shall properly cure for 60 days minimum and concrete masonry and cement plaster shall cure for 30 days minimum prior to start of painting.

C. Ferrous Metals, Nongalvanized Surfaces:

1. Clean ferrous surfaces which are not galvanized or shop-coated, of surface contaminants such as oil, grease, dirt, weld splatters, burrs, loose mill scale and other foreign substances by solvent or mechanical cleaning.

D. Ferrous Metals, Galvanized Surfaces:

1. Clean free of oil and other surface contaminants with an acceptable nonpetroleum based solvent. Touch up surfaces with galvanized touch-up paint as required.

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E. Ferrous Metals, Shop Primed:

1. Clean up oil, grease and remove rust, scaling paint. Reprime damaged and abraded areas.

3.03 MATERIALS PREPARATION

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir or mix materials before application to produce a mixture of uniform density, and stir as required during the application of the materials. Do not stir surface film into the material. Remove the film and if necessary, strain the material before using.

3.04 APPLICATION

A. General:

1. Apply paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the substrate and type of material being applied.
2. Apply additional coats when undercoats or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance. Give special attention to insure that all surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
3. Paint surfaces behind moveable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.
4. Paint the back sides of access panels, and removable or hinged louvers to match the exposed surfaces.
5. Finish exterior doors on tops, bottoms, and side edges the same as the exterior faces, unless otherwise indicated.
6. Sand lightly between each succeeding enamel coat.
7. Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

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B. Scheduling Painting:

1. Apply the first-coat material to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient times between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Field Quality Control:

1. Testing: As coating and painting progresses, the applicator shall check wet film with a wet film gauge to check thickness required to get dry film thickness. After the paint and coating have dried and properly cured, the measurement of dry paint thickness shall be by method approved by Engineer and paint manufacturer at prepainting conference. Make five separate spot measurements in each space for each surface such as walls, floor and ceilings. Record location and test results.
2. Coating Cans: Empty coating cans shall be capped and neatly stacked in an area designated by the Engineer. They shall be removed from the project site only after the Contractor has provided the Engineer a notarized statement that details the materials and quantities used in the project.

- D. Completed Work: Match approved samples for color, texture, and coverage. Remove paint refinish or repair work not in compliance with specified requirements.

3.05 CLEAN-UP AND PROTECTION

- A. Clean-up: During the process of the work, remove from the site all discarded paint materials, rubbish, cans, and rags at the end of each work day.
1. Upon completion of painting work, clean paint- spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
 2. Concrete slab area shall be protected from splattered paint.

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- B. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing, or replacing, and repainting, as acceptable to the Engineer.
- C. Provide "Wet-Paint" signs as required to protect newly- painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
- D. Touch-Up: At the completion of other trades, touch-up and restore all damage or deface painted surfaces.

END OF SECTION

5/9/06

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EXHIBIT (B)

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF

PROJECT: Markham Woods Road Utilities Phase II
COUNTY CONTRACT NO. CC-2059-07/LKR

Name of Bidder: Expertech Network Installation Inc.

Mailing Address: 6781 W. Sunrise

Street Address: 6781 W. Sunrise

City/State/Zip: Plantation, FL 33313

Phone Number: (954) 797-4364

FAX Number: (954) 797-6851

Contractor License Number: CC1224319

TO: Purchasing and Contacts Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. 2 through 7, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

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

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

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

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

BID FORM
4/2007

Markham Woods Road Utilities Phase II

00100-1
CC-2059-07/LKR

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

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

BID FORM

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

TOTAL AMOUNT OF BID: 3,910,167.70
Numbers

Three million, nine hundred and ten thousand, One hundred and sixty seven dollars and seventy cents.
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

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

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

BID FORM
4/2007

Markham Woods Road Utilities Phase II

00100-2
CC-2059-07/LKR

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 24 day of July, 2007.

Expertech Network Installation, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

David Marinelli
(Printed name of person signing this BID FORM)

VP Head of US Operations
(Title of person signing this BID FORM)

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

BID FORM

BID FORM
4/2007

Markham Woods Road Utilities Phase II

00100-4
CC-2059-07/LKR

BID FORM
 MARKHAM WOODS ROAD UTILITIES - PHASE II
 SEMINOLE COUNTY ENVIRONMENTAL SERVICES
 CC-2059-07/LKR

Item Number	Item Description	Quantity	Units	Unit Cost	Total
1.0	Mobilization, bonds, permits, etc. (not to exceed 5% of Total Bid Price)	1	LS	61,000.00	61,000.00
2.0	Clearing and Grubbing	87	STA	500.00	43,500.00
3.0	Maintenance of Traffic	1	LS	35,000.00	35,000.00
4.0	12-inch Water Main (push-on)	2,760	LF	33.87	93,481.20
5.0	12-inch Water Main (restrained)	3,760	LF	50.70	190,632.00
6.0	8-inch Water Main (restrained)	170	LF	29.87	5,077.90
7.0	6-inch Water Main (restrained)	65	LF	27.05	1,758.25
8.0	24-inch Reclaimed Water Main (push-on)	610	LF	104.18	63,549.80
9.0	24-inch Reclaimed Water Main (restrained)	1,510	LF	136.99	206,854.90
10.0	20-inch Reclaimed Water Main (push-on)	3,570	LF	83.31	297,416.70
11.0	20-inch Reclaimed Water Main (restrained)	6,420	LF	106.22	681,932.40
12.0	12-inch Reclaimed Water Main (restrained)	25	LF	81.01	2,025.25
13.0	8-inch Reclaimed Water Main (restrained)	75	LF	38.44	2,883.00
14.0	12-inch PVC Force Main (push-on)	8,070	LF	34.14	275,509.80
15.0	12-inch PVC Force Main (restrained)	3,970	LF	46.71	185,438.70
16.0	Remove Existing Pipe	1,488	LF	24.44	36,366.72
17.0	36-inch Steel Casing	143	LF	531.63	76,023.09
18.0	34-inch Steel Casing	575	LF	505.29	290,541.75
19.0	22-inch Steel Casing	509	LF	331.27	168,616.45
20.0	18-inch Steel Casing	70	LF	195.53	13,687.10
21.0	Ductile Iron Fittings	34	TN	5563.55	189,160.70
22.0	24-inch Horizontal Gate Valve w/ Valve Box	3	EA	18,391.87	55,175.61
23.0	20-inch Horizontal Gate Valve w/valve box	15	EA	11,350.61	170,259.15
24.0	12-inch Gate Valve w/valve box	16	EA	3,249.40	51,990.40
25.0	10-inch Gate Valve w/valve box	1	EA	2,948.59	2,948.59
26.0	8-inch Gate Valve w/valve box	14	EA	1,823.12	25,523.68
27.0	6-inch Gate Valve w/valve box	3	EA	1,260.43	3,781.29
28.0	4-inch Gate Valve w/ Valve Box	4	EA	1,065.58	4,262.32
29.0	12-inch Plug Valve w/ Valve Box	12	EA	4,453.10	53,437.20
30.0	8-inch Plug Valve w/ Valve Box	4	EA	2,868.60	11,474.40
31.0	Fire Hydrant Assembly	12	EA	2,967.16	35,605.92
32.0	Air Release/Vacuum Relief Valves (for Force Main)	7	EA	3,876.62	27,136.34
33.0	2-inch Blow-off Assembly	21	EA	454.17	9,537.57
34.0	12-inch x 12-inch Tapping Sleeve and 12-inch Tapping Valve	2	EA	7,893.98	15,787.96
35.0	12-inch x 8-inch Tapping Sleeve and 8-inch Tapping Valve	1	EA	4,897.47	4,897.47
36.0	12-inch x 6-inch Tapping Sleeve and 6-inch Tapping Valve	2	EA	4,439.16	8,878.32
37.0	8-inch x 8-inch Tapping Sleeve and 8-inch Tapping Valve	2	EA	4,629.86	9,259.72
38.0	1-1/2-inch Reclaimed Water Service Assembly	1	EA	1,116.70	1,116.70
39.0	2-inch Reclaimed Water Service Assembly	1	EA	1,339.18	1,339.18

BID FORM
 MARKHAM WOODS ROAD UTILITIES - PHASE II
 SEMINOLE COUNTY ENVIRONMENTAL SERVICES
 CC-2059-07/LKR

Item Number	Item Description	Quantity	Units	Unit Cost	Total
40.0	1-1/2 Potable Water Service Assembly	1	EA	1,020.19	1,020.19
41.0	Fiber Optic Conduit	12,500	LF	5.47	68,375.00
42.0	Pullboxes for Fiber Optic Conduit	38	EA	934.25	35,501.50
43.0	Remove and Replace Asphalt Pavement	2,200	SY	46.74	102,828.00
44.0	Remove and Replace Concrete Driveway	65	SY	33.00	2,145.00
45.0	Remove and Replace Concrete Sidewalk	4,650	LF	15.28	71,052.00
46.0	Remove and Replace Concrete Curb	250	LF	67.21	16,802.50
47.0	Sodding	39,200	SY	2.53	99,176.00
48.0	Allowance for Trees, Shrubs, and Miscellaneous Plantings	1	LS	\$100,000	\$100,000
TOTAL BID					3,910,167.70

BID FORM
MARKHAM WOODS ROAD UTILITIES - PHASE II
SEMINOLE COUNTY ENVIRONMENTAL SERVICES
CC-2059-07/LKR

Item Number	Item Description	Quantity	Units	Unit Cost	Total
Alternate Bid Item-Horizontal Directional Drill in lieu of Open Cut Installation					
A-1	8-inch HDPE (replaces 6-inch potable water main)	65	LF	195.88	12,732.20
A-2	10-inch HDPE (replaces 8-inch potable and reclaimed water main)	245	LF	129.33	31,685.85
A-3	16-inch HDPE (replaces 12-inch potable, reclaimed and force main)	18,585	LF	100.73	1,872,067.05
A-4	24-inch HDPE (replaces 20-inch reclaimed water main)	9,990	LF	195.62	1,954,213.98

Exhibit C

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

NOTICE TO BIDDERS:

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
Shoring	LF	8	187.50	1,500.00

TOTAL \$ 1,500.00

David Marinelli
 Printed Name

 Signature

Expertech Network Installation, Inc.
 Bidder Name
 7/23/07
 Date

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2108-07/VFT - Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Vagillia Taylor

EXT: 7122

MOTION/RECOMMENDATION:

Approve the ranking list and authorize rate negotiations for PS-2108-07/VFT- Master Agreement for Design Services for Pedestrian Tunnel at Lake Mary Blvd/International Parkway with Reynolds, Smith & Hills, Inc. of Orlando, Florida (Not to exceed \$400,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2108-07/VFT will provide professional services for the preparation of final construction documents to assist the County in bidding the construction of the recommended improvement for the Pedestrian Tunnel at Lake Mary Blvd/International Parkway.

This project was publicly advertised and the County received four (4) submittals (listed below alphabetically):

- Bentley Architects & Associates, Inc.
- Dyer, Riddle, mills & Precourt, Inc.
- Keith and Schnars, P.A.
- Reynolds, Smith and Hills, Inc.

The Evaluation Committee, which consisted of Antoine Khoury, Principal Engineer, Public Works; David Martin, Principal Engineer, Public Works; Hugh Sipes, Senior Engineer, Environmental Services; and Jerry McCollum, County Engineer; agreed to short-list and interview all four (4) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Approach to Project (Including local preference)
- Innovative Ideas
- Project Team Qualifications

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets 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. Reynolds, Smith & Hills, Inc.
2. Dyer, Riddle, Mills & Precourt, Inc.
3. Bentley Architects & Engineers, Inc.
4. Keith and Schnars, P.A.

STAFF RECOMMENDATION:

Staff recommends the Board approve the ranking list and authorize rate negotiations for PS-2108-07/VFT- Master Agreement for Design Services for Pedestrian Tunnel at Lake Mary Blvd/International Parkway with Reynolds, Smith & Hills, Inc. of Orlando, Florida (Not to exceed \$400,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2108-07/VFT - Bid Tabulation and Scope
2. PS-2108-07/VFT - Backup - Scoring Sheets

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-2108-07/VFT

**PS TITLE: Master Agreement for Pedestrian Tunnel
at Lake Mary Blvd / International Parkway**

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

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
Bentley Architects + Engineers, Inc. 665 West Warren Avenue Longwood, FL 32750 Gary L. Kranston Vice President (407) 331-6116 PH ext.104 (407) 331-4566 FX	Keith and Schnars, P.A. 385 CenterPointe Circle Altamonte Springs, FL 32701 Mark Moshier Vice President (407) 834-1616 PH (407) 843-8530 FX	Dyer, Riddle, Mills & Precourt, Inc. 941 Lake Baldwin Lane Orlando, FL 32814 Lucius J. Cushman, P.E. Vice President (407) 896-0594 PH (407) 896-4836 FX	Reynolds, Smith and Hills, Inc. 1000 Legion Place, Ste 800 Orlando, FL 32801 James R. Avitabile, P.E. Vice President (407) 893-5800 PH (407) 648-2128 FX

Tabulated by V. Taylor – Posted June 27, 2007 (3:05 P.M. Eastern)
Updated by V. Taylor (Ranking) – August 24, 2007 (1:00 P.M. Eastern)

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: Bentley Architects and Engineers, Inc.; DRMP, Inc.; Keith and Schnars, Inc.; RSH, Inc.
Presentation Date/Times: August 23, 2007 1:30 pm-3:30 pm
Request to Negotiate (Rank): 1. Reynolds, Smith and Hills, Inc. 2. Dyer, Riddle, Mills & Precourt, Inc. 3. Bentley Architects & Engineers, Inc.
 4. Keith and Schnars, P.A.
BCC Agenda date: September 25, 2007

EXHIBIT "A"

Lake Mary Boulevard/International Parkway Pedestrian Tunnel

Scope of Work

Seminole County is in the process of constructing several grade separations/tunnels in an effort to enable users of existing trails to safely/easily cross major intersections, while minimally impacting vehicular traffic. The County has identified this intersection within the Seminole Wekiva Trail as a location for a tunnel.

Seminole County desires to procure the services of a design consultant for the preparation of final construction documents to assist the County in bidding the construction of the recommended improvements. Items requiring special attention are, but not limited to, the following:

- Utilities identification and relocation
- Securing the required environmental permits
- Identification of participation from adjacent land owners is to be kept within the existing right-of-way (or very limited)
- Public meetings will be required to keep the community informed about the progress of the design activities

A feasibility study for this location titled, *Lake Mary Boulevard/International Parkway Pedestrian Overpass/Tunnel Feasibility Study*, dated August 2006, is available through the procurement process, recommends the design and construction of a pedestrian tunnel.

PRESENTATION RANKINGS

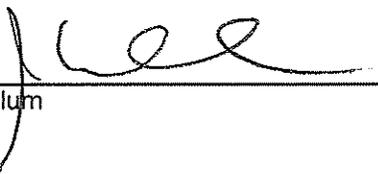
PS-2108-07/VFT - Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

	D. Martin	A. Khoury	J. McCollum	H. Sipes	TOTAL POINTS	RANKING
Bentley Architects & Engineers, Inc.	4	3	2	3	12	3
Dyer, Riddle, Mills & Precourt, Inc.	3	2	3	2	10	2
Keith and Schnars, P.A.	1	4	4	4	13	4
Reynolds, Smith & Hills, Inc.	2	1	1	1	5	1

The Evaluation Committee agrees to the following ranking:



David Martin



Jerry McCollum



Antoine Khoury



Hugh Sipes

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

THOROUGH UNDERSTANDING

Score 42
(0-50)

Innovative Ideas: (30)

permanent sheet pile, phasing, precast
STRUCTURE

Score 27
(0-30)

Project Team Qualification: (20)

VERY GOOD

Score 18
(0-20)

Ranking 1

Total Score (0-100) 87

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills and Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Cost in place, Sheet piling shared NOT
WORK WITH steel casing safety.

Score 40
(0-50)

Innovative Ideas: (30)

Layout complete, sheet pile, cost in place,
permit modification, 5

Score 25
(0-30)

Project Team Qualification: (20)

VERY GOOD Team,

Score 18
(0-20)

Ranking 2

Total Score (0-100) 83

2 years.
18 months.

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Bentley Architects and Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Public Involvement Global 5, Conc Barrier, Partial Intersection closed, existing drainage system.

Score 40
(0-50)

Innovative Ideas: (30)

Saving on Vh, BOX CONVERT, polished Metal LED LIGHTING

Score 23
(0-30)

Project Team Qualification: (20)

Good Tunnel Experience, polished Metal water pressure pump.

Score 15
(0-20)

Ranking 3

Total Score (0-100) 78

6 Months to Design

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Minimize disruption. Robust, viable, First
Sheet Piling concepts, public involvement???

**Score 36
(0-50)**

Innovative Ideas: (30)

Sheet Piling // Months Design Schedule

**Score 22
(0-30)**

Project Team Qualification: (20)

✓

**Score 14
(0-20)**

Ranking 4

Total Score (0-100) 72

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills and Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: David Martin

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

18' PE + Trench Excav, Concept, Layout, reduce cost.
 footprint w/ sidewalk and east side phase, 10 utilities
 temp signal, MOT permanent work in Public Domain
 tunnel per sig. Score 40
(0-50)

Innovative Ideas: (30)

Eliminate adverse impacts, permit wood-no
 treatment or DDT material, portable pump & wood permit, two
 pump pumps, utility divert bank & shelf Score 23
(0-30)

Project Team Qualification: (20)

PM Simon, Toll planner, SVT tunnel @ SR 454
 Penney 30 60 90 100% - 14 mo 2 yrs, 18 Score 20
(0-20)
 Const 15 months
 Ranking 3 Total Score (0-100) 83

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT -Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills, Inc.

QUALIFICATION COMMITTEE MEMBER: David Martin

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Concrete design also in 3D, precast, I suggest relocate, utility relocation, center of road no conflicts, balance in through an 2' tunnel lower change to the north or south chann
 Score 40
 (0-50)

Innovative Ideas: (30)

Concrete in 3D, structure suggest covering
relocation, probably all work at R/W
concrete faced sheet pile at entrance
pre cast better ride and appearance.
 Score 24
 (0-30)

Project Team Qualification: (20)

R&R, Anderson, Ed MC, Rocket, single point contract
 Score 20
 (0-20)

Ranking 2

Total Score (0-100) 84

Design 12 mo
 Const 9-12 mos
 2-3' wide tunnel

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Bentley Architects and Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: David Martin

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Pre cast, MOST, Utilities, stormwater, permits
Cost aspects, storage, polish steel wall treatments
LED sky lights, water pump pump backup.

Score 40
(0-50)

Innovative Ideas: (30)

Utilities check bank, cost. storage, stormwater
north & south with no treatment. All permits, precast

Score 22
(0-30)

Project Team Qualification: (20)

Several toll tunnels, SUE level B+A, provide
FCE, min. basements,

Score 20
(0-20)

Schedule 60 90 Final, 6 months

Ranking 4

Total Score (0-100) 82

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: David Martin

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Public involvement, MOT, construction, sketched preliminary utility plans, cost details

Score 40
(0-50)

Innovative Ideas: (30)

cut & cover, precast & pilety design
Investigated accident report and relocate utilities ahead of tunnel. Precast to south
utilities mentioned, stairs

Score 25
(0-30)

Project Team Qualification: (20)

Design & survey alternate spring, a dam, GAD
Water, GMB.
Too much info about company not project.

Score 20
(0-20)

Ranking 1

Total Score (0-100) 85

schedule design 11 months next year
schedule const. 120-180 utility
140 day tunnel
Approach

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Save
cc) PIP Continue. Utility / MUT Key issues 80
 Linc Very detailed conceptual layout. No GWT problems
Pre-cast / Pre-Eg / Split Br. Culv. Relocate 1
 Signal - Enhance aesthetic,
 No conflicts in center but in other areas
 Drainage, inlet N. of Lmg

Score 40.0
(0-50)

Innovative Ideas: (30)

Pre-cast / Pre-Eg. Structures (Common use), 75
Maybe use from drawing
 Good

Score 22.5
(0-30)

Project Team Qualification: (20)

Several trail projects / bridges. Did original PE 80
study (Hornbrook). 3 Trails Orange Co. City way
w.o. Trail Apple. Tunnel work in NE.
 Rocket to due utility work

Score 16.0
(0-20)

Ranking 1

Total Score (0-100) 78.5

Cost time
7-12 months
Design
12 months

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills and Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Good (+) - covered most areas

76

Concern with IE Study, Utility, MOT/Durability, Business Impact, Show conceptual layout as possible (Very good) included ADA, Use permanent sheet pile, No stream fence (Bios. underdrains, Use pump 10 up. hrs - Use subs dig. - county pay for utility relocation, Dredge bank, at structure)

Score 38.0
(0-50)

*15 months
Cost
Time
Why not precast*

Innovative Ideas: (30)

Good

Use permanent sheet pile, then cast in place
Save on utility relocation

Score 22.5
(0-30)

75

Project Team Qualification: (20)

Very good

S. We Kiva Trail Underpass & several overpasses
& SWT. Also several Tall Plaza Tunnel

80

*DRMP and
Hor. run* Tall and tall at trail (Very good)

Score 16.0
(0-20)

Ranking 3

*both work. on
Design 18 months
project*

Total Score (0-100) 76.5

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT -Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Bentley Architects and Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50) *Good (++) - Covered all major areas*

how the?

If utility owners / try to stay in ROW / Identified Ut. Relocate - MTD - 3/4 Phases - Located Staging areas - Standard drainage - Permitting - Structures - Pre-cast when possible. Use standard box culverts. Polished steel walls - Security LED Sky light

Score 39.0
(0-50)

78

Innovative Ideas: (30)

Good (++) -
Savings in utility locates. Precast structures. Various Security items (mirrors etc). Non power Pump Pump

Score 23.4
(0-30)

78

Project Team Qualification: (20)

Good
lots of Tall Plaza Tunnel. Several locate utility projects. Global S-PIP. Schedule G mos.

Score 15.0
(0-20)

75

Ranking 2

Total Score (0-100) 77.4

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Good

Utilities - Critical. Relocate first. Concentrated on 75
precast structure. 5th permit.

Score 37.5
(0-50)

Innovative Ideas: (30)

Good

Minimize disruption to utilities / traffic. Relocate 75
utilities up front. Use precast / tunnels wherever

Score 22.5
(0-30)

Project Team Qualification: (20)

Good

2 Proj. Overseas projects / CAI - Utility relocate issues. 75
GMB. All major services in house. PIP Section 2

Score 15.0
(0-20)

Ranking 4

Const.	Utilities 12-150 4-5 mos. 150 days 5 mos	Total Score (0-100) <u>75.0</u>
Design	± 12 mos. 11 months	

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Reynolds, Smith & Hills, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

Early coordination - utility, not key elements - 3.0 conceptual design (good!)
Open access walkway -
Precast, preengineered box culverts - security fencing, call boxes
Trade phase not - positive drainage
Score 4/8

Innovative Ideas: (30)

const. 9-12 months (tunneling 3-4 months)
design - 12 months
Excellent presentation! French drains -
permanent sheet piling w/ conc. face for tunnel entrances -
Open entrance on SW corner
Score 26
(0-30)

Project Team Qualification: (20)

Pedestrian bridge & trail projects in Sem. Co. - Tunnels in Mass.
Highly qualified team - very good subs (4) County experience
Score 20
(0-20)

Ranking _____

Total Score (0-100) 94.

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Dyer, Riddle, Mills and Precourt, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50)

(prelim + final) 18-24 month design very strong presentation!
Two phase design - utilities critical - (strong keys to project success) - excellent visual for conceptual layout - utilize permanent sheet piles w/ cast in place boxes (18') maintain traffic w/ stiffened steel plates over trench
Permit mod - no treatment (permits for stormwater) - strong concentration on utilities
Score 47
(0-50)

Innovative Ideas: (30)

covered shell for utilities - permanent sheet piles - faster construction methodology but will cost more.
reduce mox phases -
Score 25
(0-30)

Project Team Qualification: (20)

very good similar experience - strong subs - designed 52434 underpass - Exp. on SEM Co tunnel design
Score 20
(0-20)

Ranking _____

Total Score (0-100) 92

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Bentley Architects and Engineers, Inc.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50) *6 months design? (seems low)*

Minimize TCE's - minimize service ops. - 3/4 phase MOT - microwave vehicle detection - anticipate nighttime construction - Communicate w/ IEPDP

precast box culverts - minimal staging - what about stormwater management?

Score 44
(0-50)

Innovative Ideas: (30)

Proposed savings using UES (utility survey) - propose utility ductbank

Polished steel wall treatments for security - LED skylight panels

water pressed power back up sump pump - low maint. - no moving parts

Score 26
(0-30)

Project Team Qualification: (20)

Good representative projects. Strong sub team. (local firms)

experience w/ foot fallbooth tunnel design

Score 19
(0-20)

Ranking _____

Total Score (0-100) 89

Presentation Evaluation Form

SUBJECT: PS-2108-07/VFT –Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway

SUBMITTAL COMPANY NAME: Keith and Schnars, P.A.

QUALIFICATION COMMITTEE MEMBER: Hugh Sipes

EVALUATION CONSIDERATIONS

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

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

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

Approach to Project: (50) *Spent too much time on describing firm capabilities, locations, non relevant issues, etc.*

clean up & coordinated utility relocations - minimize disruption - move utilities first -
cut & cover - 2 stage construction *stormwater management?*

schedule - const - 120-150 days util relocates
- tunnel - 140 days using cut & cover method) *public involvement?*

design - 11 months (or less)

Score 42
(0-50)

Innovative Ideas: (30)

Incremental launch approach - Precast arch construction
cameras - call box

Score 25
(0-30)

Project Team Qualification: (20)

Good in-house design team - subs are qualified -

Score 20
(0-20)

Ranking _____ Total Score (0-100) 87

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Purchase Order revision with Mary Brodeur Hope to provide additional close-out services for the County's FEMA Reimbursement related to Hurricanes Charley, Frances and Jeanne. An increase of \$60,000 is requested to complete the close-out process which will bring the revised total amount to \$109,975.00.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Approve the Purchase Order revision with Mary Brodeur Hope to provide additional close-out services for the County's FEMA Reimbursement related to Hurricanes Charley, Frances and Jeanne (An increase of \$60,000.00 is requested to complete the close-out process which will bring the revised total amount to \$109,975.00).

County-wide

Ray Hooper

BACKGROUND:

In response to a greater need for continued services regarding the County's close-out audits of Hurricanes Charley, Frances and Jeanne, the County retained the services of Mary Hope. The services include representation of the County with outside FEMA auditors, preparation of FEMA required documentation, coordination of appeals processes and other duties necessary to secure funding received by the County.

Services are required until the close-out project is complete. Because of the uniqueness of the engagement and the technical requirements of knowledge in FEMA regulations, governmental finance and accounting, and work experience, a Purchase Order was issued to Mary Brodeur Hope in the amount of \$49,975.00 at a rate of \$75.00 per hour. **An increase of \$60,000.00 is requested to complete the close-out process which will bring the revised total amount to \$109,975.00.** This amount exceeds the threshold limit for the formal procurement process.

STAFF RECOMMENDATION:

Staff recommends the Board to approve the Purchase Order revision with Mary Brodeur Hope to provide additional close-out services for the County's FEMA Reimbursement related to Hurricanes Charley, Frances and Jeanne (**An increase of \$60,000.00 is requested to complete the close-out process which will bring the revised total amount to \$109,975.00.**)

ATTACHMENTS:

1. Requisition and Purchase Order
2. Sole Source Form

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

Board of County Commissioners
 Seminole County, Florida
PURCHASE ORDER

ORDER NUMBER: 16874

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

Page 1

S H T O P
 SEMINOLE COUNTY-FISCAL SERVICES
 1101 E FIRST STREET
 ATTN: DANA JOHNSON
 SANFORD FL 32771

V E N D O R
 MARY BRODEUR HOPE
 1694 CANOE CREEK RD
 OVIEDO FL 32766

ORDER TYPE OP
ORDER DATE 11/17/06
REQ. NUMBER 00009720 OR
ANALYST GARCIA, GLORIA
VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
**FISCAL SERVICES DEPARTMENT - PURCHASING AND
 CONTRACTS DIVISION**
 1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
 SANFORD FLORIDA 32771
 PHONE: (407) 665-7116 / FAX: (407) 665-7958

Sole Source

DELIVERY

ITEM#	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.000	1.00	EA	County's FEMA Reimbursement Approved Sole Source Procurement on Contracted Services for the provision of work related to the County's FEMA reimbursement. This is in response to a greater need for continued services regarding the County's Close-out audits of Hurricanes Charley, Frances, and Jeanne. Services are required until the close-out project is complete, which is anticipated to take at a minimum 6 months. 010309.530340	49,975.0000	49,975.00



REQUESTING DEPT/DIV 010320 **DANA JOHNSON** **TOTAL AMOUNT** 49,975.00

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

SUBMIT ALL INVOICES IN DUPLICATE TO:
 CLERK - B.C.C. FINANCE DIVISION
 POST OFFICE BOX 8080
 SANFORD, FL 32772-0869

[Signature]
 PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
 for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

BCC - 9/25/07

PURCHASING AND CONTRACTS DIVISION
SEMINOLE COUNTY GOVERNMENT
1101 EAST 1ST STREET ROOM 3208
SANFORD, FL 32771-1468
OFFICE (407) 665-7116
FAX (407) 665-7956

08/23/07
Page - 1
Order Number 40518 000 OR

323342

Shipped From: MARY BRODEUR HOPE
1694 CANOE CREEK RD
OVIEDO FL 32766

Branch/Plant 010300

Ship To: SEMINOLE COUNTY-FISCAL SERVICES
1101 E FIRST STREET
SANFORD FL 32771

*Lisa:
Pull Previous
OP*

Delivery:

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	T
1.000	0	County's FEMA Reimbursement		EA	.0000	7,500.00		
						010309.530340		

What is hourly rate?

Approved Sole Source Procurement on Contracted Services for the provision of work related to the County's FEMA reimbursement. This is in response to a greater need for continued services regarding the County's Close-out audits of Hurricanes Charley, Frances, and Jeanne. The FEMA Final Inspection for Hurricanes Charley, Frances and Jeanne is currently in process, and is anticipated to take a minimum of an additional 4 months. Services are required until the close-out project is complete. This PO is being processed for an additional 100 hours through September 30, 2007.

7,500.00 *** Total Ord

Purchasing Agent:

*168760W
174550P
801221 OC
40329
40518
17501
17882*

PURCHASING AND CONTRACTS DIVISION
 SEMINOLE COUNTY GOVERNMENT
 1101 EAST 1ST STREET ROOM 3208
 SANFORD, FL 32771-1468
 OFFICE (407) 665-7116
 FAX (407) 665-7956

11/17/06
 Page - 1
 Order Number 9720 000 OR

16874

Shipped From: MARY BRODEUR HOPE
 1694 CANOE CREEK RD
 OVIEDO FL 32766

Branch/Plant 010320

Ship To: SEMINOLE COUNTY-FISCAL SERVICES
 1101 E. FIRST STREET
 ATTN: GININE HANCO
 SANFORD FL 32771

Delivery:

Line	Rev	Description	Ordered	UOM	Unit Price	Extended Price	Order No	T
1.000	0	County's FEMA Reimbursement	1.00	EA	49,975.0000	49,975.00		
							010309.530340	
1								

Contracted Services for the provision of work related to the County's FEMA reimbursement. This is in response to a greater need for continued services regarding the County's Close-out audits of Hurricanes Charlie, Francis, and Jeanne. Services are required until the close-out project is complete, which is anticipated to take at a minimum 6 months.

49,975.00 *** Total Ord

Purchasing Agent: _____

SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION

XX SOLE SOURCE/SINGLE SOURCE

PROPRIETARY SOURCE

Date Requested: 11/17/06

Requisition No.: OR-9720

Requestor: Lisa Spriggs Telephone/Ext.:7172 Department/Division: Fiscal Services/ Admin

Description of Products/Services: FEMA support services

Support justification (Please attached additional information as appropriate): In response to a greater need for continued services regarding the County's Close-out audits of Hurricanes Charlie, Francis and Jeanne, it is necessary to retain the rvices of Mary Hope on a contract basis to provide additional services related to the County's FEMA reimbursement to include but not limited to representation of the County with outside FEMA auditors, preparation of FEMA required documentation, coordination of appeals process and other duties necessary to secure funding received by the County. Services are required until the close-out project is complete, which is anticipated to take at a minimum 6 months. Contract terms are requested at a flat hourly rate of \$75 for the duration of the services with a total contract value of \$50,000. Because of the uniqueness of the engagement and the technical requirements of knowledge in FEMA regulations, governmental finance and accounting, and work experience gained in the original performance of work under the below PO, it is requested that we deem this contract award as sole source to ensure protection of the Counties FEMA reimbursement amount of \$45Million. Line of accounting 010309-530320-530340

Proposed Vendor: Mary Hope Phone#

Other Companies contacted: (Attach documentation of each firm contacted): N/A

Compliance:

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? XXYes No

Is this requirement:

Necessary: Is this commodity or service necessary to accomplish the County's task or mission? XXYes No

Unique: Is this commodity or service, or some necessary features, unique to this source? XXYes No

Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:

Requesting Division Manager's Signature: Date:

Requesting Department Director's Signature: [Signature] Date: 11/17/06

Purchasing and Contracts Division Determination:

Analyst [X] Approval [] Disapproval Date: 11/17/06
Supervisor [] Approval [] Disapproval Date:
Division Manager [X] Approval [] Disapproval Date: 11/17/06

Description Posted (at least 7 business days): From to
Determination Posted (at least 3 business days): From to
BCC Date, if applicable:

NIA [Signature] 11/17/06

Comments:

Purchase Order No.: 16874

Amount of Purchase: \$ 49,975.00

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Self Insurance Program Renewal

DEPARTMENT: Administrative Services

DIVISION: Risk Management

AUTHORIZED BY: Frank Raymond

CONTACT: Stephanie Kobrin

EXT: 5252

MOTION/RECOMMENDATION:

Approve and authorize renewal of the County's Workers' Compensation, Property and Liability insurance effective 10/01/07 - 01/01/09.

County-wide

Frank Raymond

BACKGROUND:

The County's Self-Insurance program includes excess coverage for Workers' Compensation, Property and Liability. Renewal of these coverages is required October 1st of each year. The county's broker, Arthur J. Gallagher & Company, competitively markets the Workers' Compensation, Property & Liability excess coverages each year on behalf of the County.

Arthur J. Gallagher & Company has presented renewal of the County's Workers' Compensation, Property & Liability insurance for a 15 month period from 10/01/07 - 01/01/09. This will change the renewal date to January 1st which will allow Arthur J. Gallagher & Company to market the coverage outside of hurricane season. An additional change is the elimination of terrorism coverage. All parties (Consultant, Broker and staff) have agreed that the County is not a leading target for property damage by terrorism. The consensus was that the exposure does not warrant the spending of the additional premium.

The total amount for the 15 month period is \$2,814,371. This represents a cost savings of \$1,324,074 over the current package.

Attachment A provides a summary of each line of coverage and the County's self-insured retentions (SIR's) limits effective 10/01/07. Attachment B provides a summary of renewal premiums for the new coverage as compared to the current.

STAFF RECOMMENDATION:

Approve and authorize renewal of the County's Workers' Compensation, Property and Liability insurance effective 10/01/07 - 01/01/09.

ATTACHMENTS:

1. Summary of Coverage
2. Summary of Premiums

Additionally Reviewed By: No additional reviews

ATTACHMENT A

SEMINOLE COUNTY BOCC – RENEWAL PROGRAM 2007/2008 - ALTERNATIVE PROGRAM (1) 01 OCT 07 TO 01 JAN 09

LIMITS	PROPERTY	GL, AL & POL	WC/EL	CRIME
	<i>Travelers E&S</i>			
\$25,000,000				
\$15,000,000				
\$10,000,000	\$10 M All Other Flood Zones			
\$5,000,000		<i>Lexington</i> \$4 M/Occ & Aggr POL, EPL, SH, EBL		
\$2,500,000	\$2,500,000 Flood Zones A & V	\$4 M/Occ & \$8 M/Aggr BI, PD, PI, AI, AL XS \$1 M		
\$1,000,000			<i>Arch</i> Statutory & \$1 M XS \$500,000	
\$500,000	Named Wind SIR 3% of Unit Sustaining Damage \$500,000 Minimum	<i>Lloyd's</i> \$900,000 XS SIR	<i>Lloyd's</i> \$300,000 XS SIR	
\$200,000	All Other Perils SIR \$200,000			<i>Lloyd's</i> \$225,000 XS SIR
\$100,000			SIR \$200,000	
\$50,000		SIR \$100,000		
\$25,000				SIR \$25,000

ATTACHMENT B



**SEMINOLE COUNTY BOCC
PROGRAM COST SUMMARY**

COVERAGE	PREMIUMS	
	01 OCT 06 To 01 OCT 07	01 OCT 07 To 01 JAN 09
Public Entity Package Policy	\$1,810,621	\$1,050,000
Terrorism (\$9.8 xs \$200K)	\$45,000	NA
Excess Property	\$1,747,851	\$1,272,666
Excess Property Terrorism	\$60,113	NA
Excess Work Comp	\$270,230	\$269,475
Boiler & Machinery	\$28,379	\$23,859
Excess Liability (\$4M xs \$1M)	\$165,000	\$186,580
Excess Liability Terrorism	\$2,000	Included
E-Com (including Terrorism)	\$9,251	\$11,791
TOTAL	\$4,138,445	\$2,814,371

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approval of Addendum Number IV to Third Party Administrator (TPA) Agreement

DEPARTMENT: Administrative Services

DIVISION: Risk Management

AUTHORIZED BY: Frank Raymond

CONTACT: Toni Udo

EXT: 5952

MOTION/RECOMMENDATION:

Approve Addendum Number IV to the Third Party Administrator (TPA) agreement with Johns Eastern Co., Inc. for the period of 10/01/07 through 09/30/08 and authorize the Chairman to execute the agreement in the amount of \$111,425.

County-wide

Toni Udo

BACKGROUND:

The County contracts with an outside TPA to handle all Property, Liability and Workers' Compensation claims. Johns Eastern Co., Inc manages all services related to claims including claims management, field investigation, data collection, reporting and acting as a liaison for the county with the excess insurance carrier and the insurance broker.

Addendum IV is for the period 10/01/07 - 09/30/08 with estimated annual costs of approximately \$111,425. This is based on an estimate of 121 Workers' Compensation claims and 91 Property/Liability claims.

STAFF RECOMMENDATION:

Staff recommends the Board approve the Third Party Administrator (TPA) contract with Johns Eastern Co., Inc. for the period of 10/1/07 through 9/30/08 and authorize the Chairman to execute the agreement in the amount of \$111,425.

ATTACHMENTS:

- 1. Agreement

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



JOHNS EASTERN COMPANY, INC.

Claim Adjusters and Third Party Administrators

**ADDENDUM NUMBER IV
TO
SERVICE CONTRACT FOR
AUTOMOBILE LIABILITY, GENERAL LIABILITY, PROPERTY,
AND WORKERS' COMPENSATION CLAIMS HANDLING**

This is the fourth Addendum to the Agreement entered into between Johns Eastern Company, Inc., hereinafter called the SERVICE AGENT, and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter called the EMPLOYER, dated the 1st day of October 1, 2003.

This Addendum affects the remuneration to be paid by the EMPLOYER to the SERVICE AGENT for the handling of claims with a date of loss of October 1, 2007 through September 30, 2008.

The remuneration to be paid to the SERVICE AGENT under this Agreement by the EMPLOYER for workers' compensation claims handling services during the term of this Agreement shall be as follows:

- a. Fees for claims handling for Workers' Compensation exposures whose dates of loss fall between 10/01/2007 and 9/30/2008 will be deposit of \$60,000.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

♦ WC/Medical Only	\$ 155.00 per exposure
♦ WC/Indemnity	\$1,029.00 per exposure

- b. Fees for claims handling for Liability exposures whose dates of loss fall between 10/01/2007 and 9/30/2008 will be a deposit of \$51,425.00. This deposit will be billed on a quarterly basis, with the first payment due upon contract inception. This rate is based on the following:

AL/BI	\$669.00 per exposure
AL/PD	\$423.00 per exposure
Auto Phys	\$219.00 per exposure
GL/PD	\$423.00 per exposure
GL/BI	\$669.00 per exposure
Professional E&O	\$910.00 per exposure
Property*	\$423.00 per exposure

*Property claims (building and contents) will be charged at a rate of \$423.00 per claim for TPA claims management. If fieldwork is required for the assessment of damages or written estimates, then in addition to the flat rate quoted of \$423.00, the Employer will be charged per the attached fee schedules.

- c. Provider Bill Review/Cost Containment Services - Johns Eastern Company, Inc. will review all medical bills and make appropriate reductions as required by Florida Statute 440. Fees for these services are:

- ♦ \$5.95 per bill
- ♦ 30% of all savings over and above Fee Schedule reductions

- d. Fees for any field investigation will be \$95.00 per hour, \$0.45 a mile and \$2.00 per color photograph, and administrative expenses. We will bill at these rates all activities involving handling, controlling, or settling an employer's liability on a claim.
- e. Fees for telephonic medical management services will be:
 - ♦ \$525 per lost time exposure
 - ♦ \$125 per medical only exposure

The above fee only applies if all cases are handled by Johns Eastern.

- f. Information Services – Optional programs available. If selected by Employer, Service Agent will bill accordingly.
 - a. Online NOI (Pre-fill) \$1,000.00, per year
 - b. Adhoc Report Library \$1,000.00 Setup Fee (one time charge)
\$250.00 per login & password (per year)
 - c. Adhoc Report Library \$1,500.00 Setup Fee (one time charge)
\$400.00 login & password (per year)

Excess Reporting Obligation - Unless otherwise specified in this addendum, Service Agent agrees that reporting claims to excess insurance carrier is the Service Agent's responsibility. It is the responsibility of the Employer/Broker to provide accurate coverage information regarding any insurance policies insuring claims covered by this contract. New insurance information on renewal years will be provided as soon as available and can be provided in the form of an Insurance Binder in the interim of receiving actual policies. Excess information will include name and claims reporting address and phone number of all carriers, policy number, effective dates, limits of liability, deductibles, specific retentions and loss funds. Actual policies will be provided as soon as available. This information is required for each claim year that the Service Agent is handling for the employer. If this information is not made available as outlined in this paragraph, Service Agent will not be responsible for any penalties, interest, or reductions in excess recoveries because of late reporting.

Upon exiting, client data will be provided to the new Third Party Administrator either by a series of attachments to one or more email messages containing zip files which can be password-protected or via CD ROMS. The claim files may exist as paper files and will be shipped as such. If the claim files are stored as images in a document retrieval system, they will be provided via CD ROM or the most current means of providing data. The cost for this will be no greater than \$3,500.00. The Employer will be billed for any additional programming to help in data transfer.

All other terms of the original contract remain unchanged.

IN WITNESS WHEREOF, the SERVICING AGENT and the EMPLOYER have each caused this Addendum to be executed by its duly authorized representative to be effective this 1st day of October, 2007.

WITNESSES:

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS**

WITNESSES:

Laura L. Lane

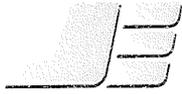
Carrie C. Oberly

JOHNS EASTERN COMPANY, INC.

Beverly Adkins

Beverly Adkins AIC, AIM
Vice President



**JOHNS EASTERN COMPANY, INC.**

Claim Adjusters and Third Party Administrators

PO Box 4175, Sarasota, FL 34230, 800-767-9480 (telephone), 941-907-7227 (fax)

PROPERTY RATE SCHEDULE

FULL REPAIR COST	APPRAISAL ONLY	FULL ADJUSTMENT
\$0.01 – \$ 500.00	\$180.00	\$225.00
\$500.01 – \$ 1,000.00	\$205.00	\$256.00
\$1,000.01 – \$ 2,500.00	\$334.00	\$379.00
\$2,500.01 – \$ 5,000.00	\$397.00	\$465.00
\$5,000.01 – \$ 7,500.00	\$517.00	\$559.00
\$7,500.01 – \$ 10,000.00	\$617.00	\$669.00
\$10,000.01 – \$ 15,000.00	\$715.00	\$825.00
\$15,000.01 – \$ 20,000.00	\$850.00	\$980.00
\$20,000.01 – \$ 30,000.00	n/a	4.5% of Loss – \$ 995 minimum
\$30,000.01 – \$ 40,000.00	n/a	3.5% of Loss – \$1,350 minimum
\$40,000.01 – \$ 55,000.00	n/a	3.0% of Loss – \$1,400 minimum
\$55,000.01 – \$ 70,000.00	n/a	2.5% of Loss – \$1,650 minimum
\$70,000.01 – \$ 90,000.00	n/a	2.0% of Loss – \$1,750 minimum
\$90,000.01 – \$110,000.00	n/a	2.0% of Loss – \$1,800 minimum
\$110,000.01 – \$150,000.00	n/a	2.0% of Loss – \$2,200 minimum
\$150,000.01 – ABOVE	n/a	2.0% of Loss – \$3,000 minimum

1. Above fees include local telephone, file creation, copying, and secretarial support.
2. Full Repair Cost – Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.
3. In addition to the schedule, the following charges will be made:
 - a. All miles driven at \$0.50 per mile.
 - b. Photos - \$2.00 each
 - c. Outside fees, reports, telephone, and other direct expense, at cost.
 - d. Drive time charged (prorated when possible) when loss is more than 20 miles from our office.
4. These schedules do not apply to catastrophes.
5. All assignments handled by General Adjuster will be billed at the full adjustment rate.
6. Subrogation efforts charged on an hourly basis of \$69/hour.



JOHNS EASTERN COMPANY, INC.

Claim Adjusters and Third Party Administrators

PO Box 4175, Sarasota, FL 34230, 800-767-9480 (telephone), 941-907-7227 (fax)

CATASTROPHE FEE SCHEDULE

FULL REPAIR COST	SERVICE FEE
\$0.01 – \$ 2,500.00	\$ 387.00
\$2,500.01 – \$ 5,000.00	\$ 485.00
\$5,000.01 – \$ 7,500.00	\$ 572.00
\$7,500.01 – \$ 10,000.00	\$ 681.00
\$10,000.01 – \$ 15,000.00	\$ 864.00
\$15,000.01 – \$ 20,000.00	\$1,012.00
\$20,000.01 – \$ 25,000.00	4.5% of Loss – \$1,025 minimum
\$25,000.01 – \$ 35,000.00	4% of Loss – \$1,200 minimum
\$35,000.01 – \$ 50,000.00	3.5% of Loss – \$1,400 minimum
\$50,000.01 – \$100,000.00	3% of Loss – \$1,750 minimum
Over 100,000.00	2% of Loss – \$3,000 minimum

7. Full Repair Cost – Agreed cost to repair or replace before applying depreciation, deductible, or other clauses limiting coverage.

8. In addition to the schedule, the following charges will be made:
 - a. All miles driven at \$0.55 per mile.
 - b. Photos - \$2.00 each
 - c. Outside fees, reports, telephone, and other direct expense, at cost.
 - d. Administrative/Set up fee - \$50.00
 - e. Drive time charged and mileage (both prorated when possible) when loss is more than 20 miles from our base of operation.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fifth Renewal of Interlocal Agreement with Volusia County to Provide Medical Examiner Services

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: David Medley

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Fifth Renewal to the Volusia County Interlocal Agreement for provision of Medical Examiner Services for Seminole County, Florida.

County-wide

Dr. David Medley

BACKGROUND:

The Seminole County Board of County Commissioners originally approved the Interlocal Agreement with Volusia County to provide Medical Examiner Services for Seminole County on March 18, 1999. By mutual agreement the two counties would renew this Interlocal Agreement on an annual basis, beginning October 1, 2000. This was subsequently amended to provide for a two year renewable period. A negotiated Fee Resolution was adopted at this time, (see attachment).

We are currently working under the "Fourth Renewal" which shall expire on September 30, 2007. The attached "Fifth Renewal" provides for extension of the agreement through September 30, 2009. The rate for reimbursement shall remain the same (\$1,800.00) per service. There is a modification in the "Terms of Compensation" which provides for the same rate of reimbursement for all services provided by the Medical Examiner "for each and every death certificate following autopsy, examination, or investigation." Previously, reimbursement has been provided only for actual "autopsy" services rendered. According to the Medical Examiner's office, the work requirement for "examination" or "investigation" often equals or surpasses that required for the autopsy. This change will provide reimbursement for all services rendered to Seminole County. Based on data provided and reviewed regarding the past two years reimbursements and Medical Examiner's activity, the current budgeted amount \$496,800 should be sufficient.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Fifth Renewal to the Volusia County Interlocal Agreement for provision of Medical Examiner Services for Seminole County, Florida.

ATTACHMENTS:

1. Agreement
2. Fifth Renewal of Orginial Contract

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

COUNTY OF VOLUSIA INTERLOCAL AGREEMENT FOR PROVISION OF MEDICAL EXAMINER SERVICES TO THE COUNTY OF SEMINOLE, FLORIDA

THIS AGREEMENT, is entered into by and between the County of Volusia, a political subdivision of the State of Florida, with administrative offices at 123 W. Indiana Avenue, Deland, Florida 32720-4613, hereinafter referred to as "VOLUSIA" and the County of Seminole, a political subdivision of the State of Florida, with administrative offices at 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "SEMINOLE."

PART I. RECITALS

1. VOLUSIA is authorized by *Subsection 125.01(p), Florida Statutes*, to "enter into agreements with other governmental agencies within or outside the boundaries of VOLUSIA for the joint performance, or performance by one unite in behalf of the other of any of either agency's authorized functions."

2. Public agencies (including VOLUSIA and SEMINOLE) are authorized by *Subsection 163.01(14) Florida Statutes*, to "enter into contracts for the performance of service functions of [such] public agencies, but shall not be deemed to authorize the delegation of the constitutional or statutory duties of ...county ...officers." The parties expressly deny any intent, express or implied, in this Agreement to provide for delegation by SEMINOLE of such constitutional or statutory duties to VOLUSIA.

3. The foregoing authorization for such agreements is granted to counties for the purpose of permitting "local governments to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services

and facilities in a manner and pursuant to forms of governmental organization that will account best with geographic, economic, population, and other factors influencing the needs and development of local communities." *Subsection 163.01(2), Florida Statutes.*

4. Pursuant to *Florida Statutes 406.05*, the Medical Examiners Commission for the State of Florida has established medical examiner districts 7 and 24, respectively, for VOLUSIA and SEMINOLE, wherein the medical examiners are required to perform all of the responsibilities described in *Florida Statutes Chapter 406* and *Florida Administrative Code Chapter 11G-2*.

5. VOLUSIA is a home rule charter county with a medical examiner established by ordinance enacted pursuant to the charter, whereby the medical examiner is appointed by the County Manager and serves at his pleasure.

6. SEMINOLE is a home rule charter county with a medical examiner appointed pursuant to *Florida Statutes Chapter 406*.

7. VOLUSIA has the facility, equipment and personnel to perform all legally required medical examiner services, and is ready, willing and able to provide such services for the District 24 Medical Examiner Office on behalf of SEMINOLE.

8. The Board of County Commissioners for SEMINOLE, after evaluation of options for the provision to its residents of medical examiner services, has made a legislative determination that the interests of its residents will be best served by contracting with VOLUSIA for provision of such services, which services will be performed by VOLUSIA personnel at the

District 7 Medical Examiner's Office, located at 1360 Indian Lake Road, Daytona Beach, Florida.

9. VOLUSIA certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified, to perform the services enumerated herein for the benefit of SEMINOLE.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

10. The foregoing representations are hereby adopted as a material part of this Agreement.

11. **PURPOSE.** The purpose of this Agreement is for VOLUSIA to provide medical examiner services to SEMINOLE (hereinafter, the "Contract Services") at an agreed upon level of service ("LOS") as reflected herein, in lieu of SEMINOLE using its own personnel, facility and equipment therefor.

12. **VOLUSIA MEDICAL EXAMINER SERVICE.** VOLUSIA shall manage the delivery of the Contract Services by allocating service task responsibilities along the organizational lines of the County Medical Examiner Service (hereinafter, "Service Group"). The Director of the Service Group (or his or her designee) shall be VOLUSIA's liaison to SEMINOLE for purposes of performance, interpretation, and implementation of this Agreement.

13. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of SEMINOLE within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that VOLUSIA shall not have the right to require or compel the exercise of ad valorem taxing power

of SEMINOLE, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of SEMINOLE, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of SEMINOLE and VOLUSIA.

14. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the managerial and policy decisions of SEMINOLE. VOLUSIA shall have the responsibility for the operational management of the actual work. In cases where specific professional standards are applicable to the performance of such tasks, VOLUSIA'S designated officer in charge (OIC) or his or her designee, shall have the authority for decision making within that realm. The Service Group Director or the OIC shall be available on a regular basis to the Seminole County Manager, or the OIC, to provide consultation and recommendations to SEMINOLE in its general management decisions as contemplated herein.

15. **LEVEL OF SERVICE.** VOLUSIA agrees to provide the personnel, facility and equipment provided for herein at the level of service required by *Florida Statutes Chapter 406* and *Florida Administrative Code Chapter 11G-2*. Should SEMINOLE desire that VOLUSIA provide services either different in kind, or at a higher level than that contemplated herein, the Seminole County Manager shall make written request therefore to the Volusia County Manager. Any agreed-upon modification to the level of service shall be reduced to writing and approved by both parties. Any reduction in level

of service desired by SEMINOLE shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

16. **PERSONNEL MATTERS.** VOLUSIA shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular VOLUSIA employee to be dedicated full time to the Contract Service. All VOLUSIA personnel assigned to perform Contract Services shall be within the sole discretion of VOLUSIA, and said personnel shall remain subject only to VOLUSIA merit rules and regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any allegation of a disciplinary nature by SEMINOLE regarding a VOLUSIA employee shall be referred to the Service Group Director for VOLUSIA, which shall remain the "appointing authority" for such employee, for all purposes designated under the VOLUSIA Merit Rules. Such VOLUSIA employee shall have no right to select or choose any disciplinary procedure available to SEMINOLE employees. The appointment by SEMINOLE of a VOLUSIA employee to serve as District 24 Medical Examiner shall not effect the terms of this agreement or, in particular, this provision.

17. **TERM.** This Agreement shall take effect on February 1, 1999, and shall continue in effect until September 30, 2000, notwithstanding the date of execution of this Agreement by the parties. Thereafter, by mutual agreement, the parties may renew this Agreement annually, for an additional twelve (12) month term, upon the same or modified terms. Should SEMINOLE desire to renew this Agreement, or any subsequent renewals, it shall notify VOLUSIA thereof, in writing, no later than sixty (60) days prior to the

expiration date thereof. Should VOLUSIA desire to increase the cost of its service provided under this Agreement, it shall notify SEMINOLE in writing of its intent to raise such costs and the proposed amount of said increase no later than March 1st prior to the start of the term incorporating the proposed increase.

18. **TERMINATION.** Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Section 19, given not less than ninety (90) days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefor is signed by the employee, official, or representative of the other party.

19. **NOTICE.** The notice required to be given in this Agreement, unless otherwise notified in writing, shall be provided to the following:

For VOLUISA:

County Manager
Administration Center
123 W. Indiana Avenue
Deland, Florida 32720

For SEMINOLE

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

20. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance

of the obligation and responsibilities of the parties herein or for any other reason.

21. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder shall be subject to the provisions of *Chapter 164, Florida Statutes*, the "Florida Governmental Cooperation Act."

22. **SEVERABILITY.** If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. SPECIFIC SERVICES

23. **MEDICAL EXAMINER SERVICES.** COUNTY shall provide, on behalf of SEMINOLE for Medical Examiner District 24, any and all examiner services required by *Florida Statutes Chapter 406* and Florida Administrative Code Chapter 11G-2, which shall include such autopsies, examinations and investigations defined in *Florida Statutes Chapter 406* as necessary to determine the cause and manner of death reported to the medical examiner's office. The scope of these services shall also include approval to bury at sea, cremation and donation for scientific study the remains of any person whose death occurred in SEMINOLE COUNTY, transportation of the deceased remains for examination and maintenance of records required under *Florida Statutes section 406.13*.

PART III TERMS OF COMPENSATION

24. **MONETARY PAYMENT.** Compensation shall be paid by SEMINOLE to VOLUSIA as follows: ONE THOUSAND FOUR HUNDRED FIFTY AND NO/100 DOLLARS

(\$1,450.00) for each and every autopsy performed; payable within thirty (30) days of invoice receipt for services rendered. In addition, VOLUSIA shall be entitled to collect and receive the THIRTY AND NO/100 DOLLARS (\$30.00) service fee for each SEMINOLE cremation approval issued by the Medical Examiner's office. Collection of said service fee shall be the sole responsibility of VOLUSIA; failure to collect said fee shall not result in assessment of said fee against SEMINOLE and SEMINOLE shall in no way be liable for payment of said fees.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this 18th day of March, 1999, for the purposes stated herein.

ATTEST:

Lawrence W. Arrington
LAWRENCE W. ARRINGTON,
County Manager

COUNTY COUNCIL
COUNTY OF VOLUSIA, FLORIDA

By: *Patricia Northey*
PATRICIA NORTHEY, Chairman

Date: 3/18/99

ATTEST
Marganne Morse
MARGANNE MORSE,
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: *Carlton Henley*
CARLTON HENLEY, Chairman

Date: 3/9/99

For 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 MARCH 9,
1999, regular meeting.

County Attorney
County Attorney
AC/lpk
02/12/99
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**FIFTH RENEWAL, AMENDMENT AND RESTATEMENT OF
COUNTY OF VOLUSIA
INTERLOCAL AGREEMENT
FOR
PROVISION OF MEDICAL EXAMINER SERVICES
TO
THE COUNTY OF SEMINOLE**

THIS FIFTH RENEWAL, AMENDMENT AND RESTATEMENT of the County of Volusia Interlocal Agreement for Provision of Medical Examiner Services to the County of Seminole, hereinafter referenced as this Agreement, is entered into by and between the County of Volusia, a body corporate and politic, and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, Deland, Florida 32720, hereinafter referenced as "VOLUSIA" and the County of Seminole, a political subdivision of the State of Florida, with administrative offices at 1101 East First Street, Sanford, Florida 32771, hereinafter referenced as "SEMINOLE."

WHEREAS, VOLUSIA and SEMINOLE entered into the original above referenced Agreement on March 18, 1999, for VOLUSIA to provide the facility, equipment and personnel necessary to perform all legally required medical examiner services for the District 24 Medical Examiner Office on behalf of SEMINOLE; and

WHEREAS, Section 17 of the original above referenced Agreement provides for a term from February 1, 1999 through September 30, 2000, and annual renewal of one year terms thereafter; and

WHEREAS, VOLUSIA and SEMINOLE entered into the First Renewal on July 26, 2000, to extend the term of the original Agreement through September 30, 2001; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Second Renewal on September 25, 2001, to extend the term of the original Agreement through September 30, 2003, and to thereafter allow for biennial renewal of the Agreement upon the same or modified terms; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Third Renewal on August 26, 2003 to modify the compensation amount and to extend the term of the Agreement through September 30, 2005; and

WHEREAS, VOLUSIA and SEMINOLE entered into the Fourth Renewal on September 16, 2005, to extend the term of the Agreement through September 30, 2007; and

WHEREAS, the parties desire to renew, amend, and restate the original Agreement to incorporate all terms of the original Agreement and amendments into one single document to continue to enjoy the mutual benefits this Agreement provides; and

WHEREAS, the parties desire that there be a biennial renewal of the original Agreement from October 1, 2007 through September 30, 2009.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

PART I. RECITALS

1. VOLUSIA is authorized by Subsection 125.01(p), Florida Statutes, to "...enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other of any of either agency's authorized functions."
2. Public agencies (including VOLUSIA and SEMINOLE) are authorized by Subsection 163.01 (14) Florida Statutes, to enter "...into contracts for the performance of service functions of (such) public agencies..." but the authorization of the subsection "...shall not be deemed to authorize the delegation of the constitutional or statutory duties of ...county ...officers." The parties expressly deny any intent, express or implied, in this Agreement to provide for delegation by SEMINOLE of its constitutional or statutory duties to VOLUSIA.
3. The foregoing statutory authorization for interlocal agreements is granted to counties for the purpose of permitting "local government units to make the most efficient use of their powers by enabling them to cooperate with the other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities." Subsection 163.01(2), Florida Statutes.
4. Pursuant to Section 406.05, Florida Statutes, the Medical Examiners Commission for the State of Florida has established medical examiner districts 7 and 24, respectively, for VOLUSIA and SEMINOLE, wherein the medical examiners are required to perform all of the responsibilities described in Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2.
5. VOLUSIA is a home rule charter county with a medical examiner established by ordinance enacted pursuant to the charter, whereby the medical examiner is appointed by the County Manager and serves at the pleasure of the County Manager.
6. SEMINOLE is a home rule charter county with a medical examiner appointed pursuant to Florida Statutes Chapter 406.
7. VOLUSIA has the facility, equipment and personnel to perform all legally required medical examiner services, and is ready, willing and able to provide such services for the District 24 Medical Examiner Office on behalf of SEMINOLE.
8. The Board of County Commissioners for SEMINOLE after evaluation of options for the provision to its residents of medical examiner services, has made a legislative determination that

the interests of its residents will be best served by contracting with VOLUSIA for provision of such services, which services will be performed by VOLUSIA personnel at the District 7 Medical Examiner's Office, located at 1360 Indian Lake Road, Daytona Beach, Florida.

9. VOLUSIA certifies that it either currently has, or will employ, a sufficient number of personnel, appropriately qualified, to perform the services enumerated herein for the benefit of SEMINOLE.

10. The foregoing representations and recitals are hereby adopted as a material part of this Agreement.

11. **PURPOSE.** The purpose of this Agreement is for VOLUSIA to provide medical examiner services to SEMINOLE (hereinafter, the "Contract Services") at an agreed upon level of service ("LOS") as reflected herein, in lieu of SEMINOLE using its own personnel, facility and equipment therefore.

12. **VOLUSIA MEDICAL EXAMINER SERVICE.** VOLUSIA shall manage the delivery of the Contract services by allocating service task responsibilities along the organizational lines of the County Medical Examiner Division (hereinafter, "Division"). The Director of the Division (or his or her designee) shall be VOLUSIA'S liaison to SEMINOLE for purposes of performance, interpretation, and implementation of this Agreement.

13. **NO PLEDGE OF AD VALOREM TAXES.** The parties agree that this Agreement does not constitute a general indebtedness of SEMINOLE within the meaning of any constitutional, statutory, or charter provision or limitation and it is expressly agreed by the parties that VOLUSIA shall not have the right to require or compel the exercise of ad valorem taxing power of SEMINOLE, or taxation of any real or personal property therein for payment of any monetary obligations due under the terms of this Agreement. It is further agreed that this Agreement and any funds called for to be paid hereunder shall not constitute a lien upon any real or personal property of SEMINOLE, or any part thereof, and that the obligation for monetary payments called for to be made hereunder shall be deemed to exist for less than a year at any point in time and shall be entirely subject to the legislative budgetary discretion of SEMINOLE and VOLUSIA.

14. **DIVISION OF MANAGEMENT RESPONSIBILITIES.** The Contract Services specified in this Agreement reflect the managerial and policy decisions of SEMINOLE. VOLUSIA shall have the responsibility for the operational management of the actual work. In cases where specific professional standards are applicable to the performance of such tasks, VOLUSIA'S designated officer in charge (OIC) or his or her designee, shall have the authority for decision making within that realm. The Division Director or the OIC shall be available on a regular basis to the Seminole County Manager, or the OIC, to provide consultation and recommendations to SEMINOLE in its general management decisions as contemplated herein.

15. **LEVEL OF SERVICE.** VOLUSIA agrees to provide the personnel, facility and equipment provided for herein at the level of service required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2. Should SEMINOLE desire that VOLUSIA provide

services either different in kind, or at a higher level than that contemplated herein, the Seminole County Manager shall make written request therefore to the Volusia County Manager. Any agreed-upon modification to the level of service shall be reduced to writing and approved by both parties. Any reduction in level of service desired by SEMINOLE shall only be effective at the beginning of a new contract year unless both parties agree otherwise.

16. PERSONNEL MATTERS. VOLUSIA shall allocate manpower and equipment for the performance of the Contract Services on an "as needed" basis. This Agreement shall not require any particular VOLUSIA employee to be dedicated full time to the Contract Service. All VOLUSIA personnel assigned to perform Contract Services shall be within the sole discretion of VOLUSIA, and said personnel shall remain subject only to VOLUSIA merit rules and regulations for all purposes contemplated thereunder, including, but not limited to initial appointment and probation, promotions, merit and cost-of-living raises, annual leave and sick leave, and disciplinary actions. Any allegation of a disciplinary nature by SEMINOLE regarding a VOLUSIA employee shall be referred to the Division Director for VOLUSIA, which shall remain the "appointing authority" for such employee, for all purposes designated under the VOLUSIA Merit Rules. Such VOLUSIA employee shall have no right to select or choose any disciplinary procedure available to SEMINOLE employees. The appointment by SEMINOLE of a VOLUSIA employee to serve as District 24 Medical Examiner shall not effect the terms of this Agreement or, in particular, this provision.

17. TERM. This Agreement shall take effect on February 1, 1999, and shall continue in effect until September 30, 2000, notwithstanding the date of execution of this Agreement by the parties. Thereafter, by mutual agreement, the parties may renew this Agreement annually, for an additional twelve (12) month term, upon the same or modified terms. Should SEMINOLE desire to renew this Agreement, or any subsequent renewals, it shall notify VOLUSIA thereof, in writing, no later than sixty (60) days prior to the expiration date thereof. Should VOLUSIA desire to increase the cost of its service provided under this Agreement, it shall notify SEMINOLE in writing of its intent to raise such costs and the proposed amount of said increase no later than March 1st prior to the start of the term incorporating the proposed increase. The Agreement is hereby renewed for the term of two (2) years from October 1, 2007, through September 30, 2009, unless terminated sooner, as provided for herein.

18. TERMINATION. Either party may terminate this Agreement without cause or further liability to the other, upon written notice to the party representative specified in Section 19, given not less than ninety (90) days prior to the requested termination date. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice shall be the date the receipt therefore is signed by the employee, official, or representative of the other party.

19. NOTICE. The notice required to be given in this Agreement, unless otherwise notified in writing, shall be provided to the following:

For VOLUSIA:

County Manager
Administration Center
123 West Indiana Avenue
Deland, Florida 32720

For SEMINOLE:

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

20. **THIRD PARTIES.** In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto, any right or cause of action for damages claimed against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

21. **DISPUTE RESOLUTION.** Any disputes concerning non-performance, or other aspects of this Agreement for which either party initiates litigation to enforce its rights hereunder shall be subject to the provisions of Chapter 164, Florida Statutes, the "Florida Governmental Cooperation Act."

22. **SEVERABILITY.** If any provision of this agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a Court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

PART II. SPECIFIC SERVICES

23. **MEDICAL EXAMINER SERVICES.** VOLUSIA shall provide, on behalf of SEMINOLE for Medical Examiner District 24, any and all examiner services required by Florida Statutes Chapter 406 and Florida Administrative Code Chapter 11G-2, which shall include such examinations, investigations and autopsies as defined in Florida Statutes Chapter 406, including but not limited to Section 406.11, Florida Statutes.

PART III. TERMS OF COMPENSATION

24. **MONETARY PAYMENT.** Compensation shall be paid by SEMINOLE to VOLUSIA as follows: ONE THOUSAND EIGHT HUNDRED (\$1,800.00) DOLLARS for each and every death certification following autopsy, examination, or investigation; payable within thirty (30) days of invoice receipt for services rendered. In addition, VOLUSIA shall be entitled to collect and receive the THIRTY (\$30.00) DOLLAR service fee from funeral homes for each SEMINOLE cremation approval issued by the Medical Examiner's office, authorized by Seminole County Resolution No. 99-R-38 for each body examined for SEMINOLE for purposes of cremation. Collection of said service fee shall be the sole responsibility of VOLUSIA; failure to collect said fee shall not result in assessment of said fee against SEMINOLE and SEMINOLE shall in no way be liable for payment of said fees from such funeral homes.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, for the purposes stated herein.

ATTEST:

COUNTY OF VOLUSIA

By: [Signature]
Name: James T. Dinneen
Title: County Manager/Clerk
Dated: 8/23/07

By: [Signature]
Name: Frank T. Bruno, Jr.
Title: Council Chair
Dated: 8/23/07

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Dated: _____

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.

[Signature], Deputy
County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: FY 2007/2008 Contract between the State of Florida Department of Health and Seminole County

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: David Medley **CONTACT:** Pam Martin, David Medley **EXT:** 2302, 2301, 0

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached contract between the State of Florida Department of Health and Seminole County FY 2007/2008 in the amount of \$1,017,893.00.

County-wide

David Medley

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. Appropriation by Seminole County FY 2007/2008 is an amount not to exceed \$1,017,893.00. This amount has decreased by \$101,889.00 from the approved 2006/07 contract pending the adoption of the proposed budget FY 2007/2008.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the attached contract between the State of Florida Department of Health and Seminole County FY 2007/2008 in the amount of \$1,017,893.00.

ATTACHMENTS:

- 1. Contract Renewal

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

**CONTRACT BETWEEN
SEMINOLE COUNTY
AND
STATE OF FLORIDA DEPARTMENT OF HEALTH
FOR OPERATION OF
THE SEMINOLE COUNTY HEALTH DEPARTMENT
CONTRACT YEAR 2007-2008**

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, 2007.

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, 2007, through September 30, 2008, 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 \$ 6,237,181 (*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 \$1,017,893 (*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, 2008 for the report period October 1, 2007 through December 31, 2007;
- ii. June 1, 2008 for the report period October 1, 2007 through March 31, 2008;
- iii. September 1, 2008 for the report period October 1, 2007 through June 30, 2008; and
- iv. December 1, 2008 for the report period October 1, 2007 through September 30, 2008.

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, 2008, 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

Title
400 W. Airport Blvd.

Sanford, FL 32773

Address
407-665-3200

Telephone

For the County:

David Medley _____
Name
Director Dept. Community Services

Title
534 W. Lake Mary Blvd.

Sanford, FL 32773

Address
407-665-2301

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, 2007.

**BOARD OF COUNTY COMMISSIONERS
FOR SEMINOLE COUNTY**

**STATE OF FLORIDA
DEPARTMENT OF HEALTH**

SIGNED BY: _____

NAME: Carlton Henley _____

TITLE: Chairman Board County
Commissioners

DATE: _____

ATTESTED TO:

SIGNED BY: _____

NAME: Maryanne Morse _____

TITLE: Clerk of the Circuit Court _____

DATE: _____

SIGNED BY: _____

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

TITLE: State Surgeon General

DATE: _____

SIGNED BY: Michel Napier

NAME: Michel Napier _____

TITLE: CHD Director/Administrator

DATE: 9/10/07

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 Healthy Start Standards and Guidelines 1998 and as specified by the Health 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 Community Intervention Program (CIP) and the CHD Guidebook.
8.	Environmental Health	Requirements as specified in DHP 50-4* and 50-21*
9.	HIV/AIDS Program	Requirements as specified in Florida Statue 384.25 and 64D-3.016 and 3.017 F.A.C. and the CHD Guidebook. Case reporting on CDC Forms 50.42B (Adult/ Adolescent) and 50.42A (Pediatric). Socio-demographic data on persons tested for HIV in CHD clinics should be reported on Lab Request Form 1628 or Post-Test Counseling Form 1633. 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.

ATTACHMENT I (Continued)

10. School Health Services

HRSM 150-25*, including the requirement for an annual plan as a condition for funding.

*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 09/30/07	Estimated County Share of CHD Trust Fund Balance as of 09/30/07	Total
1. CHD Trust Fund Ending Balance 09/30/07	1,831,939	989,467	2,821,406
2. Drawdown for Contract Year October 1, 2007 to September 30, 2008	290950	157148	448098
3. Special Capital Project use for Contract Year October 1, 2007 to September 30, 2008	610342	329658	940000
4. Balance Reserved for Contingency Fund October 1, 2007 to September 30, 2008	930,647	502,661	1,433,308

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.

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

	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	
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	100,000	0	100,000	0	100,000
015040	ALG/CONTR TO CHDS-AIDS PREV & SURV & FIELD STAFF	51,861	0	51,861	0	51,861
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	27,274	0	27,274	0	27,274
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	10,087	0	10,087	0	10,087
015040	ALG/FAMILY PLANNING	84,871	0	84,871	0	84,871
015040	ALG/IPO - OUTREACH SOCIAL WORKERS CAT. 050707	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO CAT 050707	0	0	0	0	0
015040	ALG/IPO-INFANT MORTALITY PROJECT CAT. 050707	0	0	0	0	0
015040	ALG/MCH-INFANT MORTALITY PROJECT CAT. 050870	0	0	0	0	0
015040	ALG/MCH-OUTREACH SOCIAL WORKERS CAT 050870	0	0	0	0	0
015040	ALG/PRIMARY CARE	130,525	0	130,525	0	130,525
015040	ALG/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0	0
015040	CATE - ESCAMBIA	0	0	0	0	0
015040	CLOSING THE GAP PROGRAM	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	66,928	0	66,928	0	66,928
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	HEALTH PROMOTION & EDUCATION INITIATIVES	0	0	0	0	0
015040	HEALTHY BEACHES MONITORING	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 PROJECT - BROWARD	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE TEENAGE PREG PREV	0	0	0	0	0
015040	PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PRIMARY CARE SPECIAL DENTAL PROJECTS	35,028	0	35,028	0	35,028
015040	PRIMARY CARE SPECIAL PROJECTS	0	0	0	0	0
015040	SPECIAL NEEDS SHELTER PROGRAM	76,803	0	76,803	0	76,803
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015040	VOLUNTEER SCHOOL HEALTH NURSE GRANT	0	0	0	0	0
015050	ALG/CONTR TO CHDS	3,096,430	0	3,096,430	0	3,096,430
GENERAL REVENUE TOTAL		3,679,807	0	3,679,807	0	3,679,807
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR TO CHDS-REBASING TOBACCO TF	83,175	0	83,175	0	83,175
015010	BASIC SCHOOL HEALTH - TOBACCO TF	272,851	0	272,851	0	272,851
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	77,420	0	77,420	0	77,420
015010	FULL SERVICE SCHOOLS - TOBACCO TF	186,934	0	186,934	0	186,934

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
2. NON GENERAL REVENUE - STATE						
015010	ONSITE SEWAGE RESEARCH PROGRAM	0	0	0	0	0
015010	PACE EH	0	0	0	0	0
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SUPPLEMENTAL/COMPREHENSIVE SCHOOL HEALTH - TOB TF	0	0	0	0	0
015010	TOBACCO PREVENTION & CESSATION PROGRAM	90,695	0	90,695	0	90,695
015010	VARICELLA IMMUNIZATION REQUIREMENT TOBACCO TF	14,598	0	14,598	0	14,598
015018	Summer Food Program	0	0	0	0	0
015020	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE/DEP ADM TF	11,589	0	11,589	0	11,589
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
015010	TITLEXXI/SCHOOL HEALTH/SUPPLEMENTAL	0	0	0	0	0
NON GENERAL REVENUE TOTAL		737,262	0	737,262	0	737,262
3. FEDERAL FUNDS - State						
007000	AIDS PREVENTION	0	0	0	0	0
007000	AIDS SEROPREVALENCE	0	0	0	0	0
007000	AIDS SURVEILLANCE	0	0	0	0	0
007000	BIOTERR SURVEILLANCE & EPIDEMIOLOGY	189,324	0	189,324	0	189,324
007000	BIOTERRORISM PLANNING & READINESS	82,529	0	82,529	0	82,529
007000	CHILDHOOD LEAD POISONING PREVENTION	0	0	0	0	0
007000	COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000	PHBG/COMPREHENSIVE COMM CARDIO HEALTH PROGRAM	33,812	0	33,812	0	33,812
007000	DIABETES CONTROL PROGRAM	0	0	0	0	0
007000	FGTF/AIDS MORBIDITY	0	0	0	0	0
007000	FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	56,250	0	56,250	0	56,250
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	1,049,912	0	1,049,912	0	1,049,912
007000	FLORIDA PANDEMIC INFLUENZA	7,250	0	7,250	0	7,250
007000	HEALTH PROGRAM FOR REFUGEES	15,952	0	15,952	0	15,952
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	0	0	0	0	0
007000	MCH BGTF-INFANT MORTALITY PROJECT	0	0	0	0	0
007000	MCH BGTF-MCH/CHILD HEALTH	14,971	0	14,971	0	14,971
007000	MCH BGTF-MCH/DENTAL PROJECTS	0	0	0	0	0
007000	MCH BGTF-OUTREACH SOCIAL WORKERS	0	0	0	0	0
007000	PHHSBG/STEP UP FLORIDA! HEALTHY COMMUNITIES	10,305	0	10,305	0	10,305
007000	PHP-CITIES RESPONSE INITIATIVE	0	0	0	0	0
007000	PHP-CITIES RESPONSE INITIATIVE 2006-2007	0	0	0	0	0
007000	RAPE PREVENTION & EDUCATION GRANT 2007	0	0	0	0	0
007000	RAPE PREVENTION & EDUCATION GRANT 2008	0	0	0	0	0
007000	RISK COMMUNICATIONS	0	0	0	0	0

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State					
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
007000 SCHOOL HEALTH BASIC - MCH BLOCK GRANT	22,480	0	22,480	0	22,480
007000 STD FEDERAL GRANT - CSPS	51,006	0	51,006	0	51,006
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 STEP UP FLORIDA! HEALTHY COMMUNITIES	14,706	0	14,706	0	14,706
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TESTING HIV SERONEGATIVE HEADQUARTERS	0	0	0	0	0
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	46,338	0	46,338	0	46,338
007000 WIC BREASTFEEDING PEER COUNSELING 2007	20,133	0	20,133	0	20,133
007000 WIC BREASTFEEDING PEER COUNSELING PROG FFY 2005	6,378	0	6,378	0	6,378
007000 WIC INFRASTRUCTURE 2006	0	0	0	0	0
015009 MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009 MEDIPASS WAIVER-SOBRA	0	0	0	0	0
015009 SCHOOL HEALTH-SUPPLEMENT-TANF	0	0	0	0	0
015075 Refugee Screening	0	0	0	0	0
FEDERAL FUNDS TOTAL	1,820,112	0	1,820,112	0	1,820,112
4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE					
001020 TANNING FACILITIES	13,500	0	13,500	0	13,500
001020 BODY PIERCING	1,600	0	1,600	0	1,600
001020 MIGRANT HOUSING PERMIT	0	0	0	0	0
001020 MOBILE HOME AND PARKS	5,700	0	5,700	0	5,700
001020 FOOD HYGIENE PERMIT	32,800	0	32,800	0	32,800
001020 BIOHAZARD WASTE PERMIT	16,000	0	16,000	0	16,000
001020 SWIMMING POOLS	72,000	0	72,000	0	72,000
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	2,200	0	2,200	0	2,200
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 INDIVIDUAL SEWAGE	228,500	0	228,500	0	228,500
001092 ENVIRONMENTAL HEALTH FEES	500	0	500	0	500
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	8,500	0	8,500	0	8,500
001170 NONPOTABLE WATER ANALYSIS	0	0	0	0	0
001170 WATER ANALYSIS-POTABLE	11,000	0	11,000	0	11,000
010304 MQA INSPECTION FEE	0	0	0	0	0

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL	392,300	0	392,300	0	392,300
5. OTHER CASH CONTRIBUTIONS - STATE					
010304 STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001 DRAW DOWN FROM PUBLIC HEALTH UNIT	290,950	0	290,950	0	290,950
OTHER CASH CONTRIBUTIONS TOTAL	290,950	0	290,950	0	290,950
6. MEDICAID - STATE/COUNTY					
001056 MEDICAID PHARMACY	39,590	56,410	96,000	0	96,000
001076 MEDICAID TB	5,361	7,639	13,000	0	13,000
001078 MEDICAID ADMINISTRATION OF VACCINE	0	0	0	0	0
001079 MEDICAID CASE MANAGEMENT	0	0	0	0	0
001080 MEDICAID OTHER	14,683	20,920	35,603	0	35,603
001081 MEDICAID CHILD HEALTH CHECK UP	32,992	47,008	80,000	0	80,000
001082 MEDICAID DENTAL	400,028	569,972	970,000	0	970,000
001083 MEDICAID FAMILY PLANNING	2,526	22,730	25,255	0	25,255
001087 MEDICAID STD	6,541	9,319	15,860	0	15,860
001089 MEDICAID AIDS	26,656	37,981	64,637	0	64,637
001147 MEDICAID HMO RATE	0	0	0	0	0
001191 MEDICAID MATERNITY	317,548	452,452	770,000	0	770,000
001192 MEDICAID COMPREHENSIVE CHILD	26,975	38,435	65,410	0	65,410
001193 MEDICAID COMPREHENSIVE ADULT	5,506	7,844	13,350	0	13,350
001194 MEDICAID LABORATORY	0	0	0	0	0
001208 MEDIPASS \$3.00 ADM. FEE	6,500	6,500	13,000	0	13,000
MEDICAID TOTAL	884,905	1,277,210	2,162,115	0	2,162,115
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	80,476	80,476
LABORATORY SERVICES	0	0	0	441,842	441,842
TB SERVICES	0	0	0	0	0
IMMUNIZATION SERVICES	0	0	0	617,581	617,581
STD SERVICES	0	0	0	0	0
CONSTRUCTION/RENOVATION	0	0	0	0	0
WIC FOOD	0	0	0	4,538,954	4,538,954
ADAP	0	0	0	733,556	733,556
DENTAL SERVICES	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL	0	0	0	6,412,409	6,412,409
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY					
008030 BCC Contribution from Health Care Tax	0	0	0	0	0

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total	
9. DIRECT COUNTY CONTRIBUTIONS - COUNTY						
008034	BCC Contribution from General Fund	0	1,017,893	1,017,893	0	1,017,893
DIRECT COUNTY CONTRIBUTION TOTAL		0	1,017,893	1,017,893	0	1,017,893
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	VITAL STATISTICS FEES OTHER	0	0	0	0	0
001077	IMMUNIZATIONS	0	375,000	375,000	0	375,000
001077	STD/TB/PHARMACY	0	43,000	43,000	0	43,000
001077	PERSONAL HEALTH FEES	0	221,800	221,800	0	221,800
001077	AIDS CO-PAYS	0	3,300	3,300	0	3,300
001094	Swimming Pools and Mobile Home Parks	0	16,000	16,000	0	16,000
001094	General Environmental	0	85,000	85,000	0	85,000
001114	NEW BIRTH CERTIFICATES	0	90,000	90,000	0	90,000
001115	DEATH CERTIFICATES	0	150,000	150,000	0	150,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	4,000	4,000	0	4,000
FEES AUTHORIZED BY COUNTY TOTAL		0	988,100	988,100	0	988,100
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	134,198	134,198	0	134,198
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	42,565	42,565	0	42,565
001190	Health Maintenance Organization	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	0	0	0	0
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
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	51,000	51,000	0	51,000
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011000	GRANT-DIRECT	0	634,255	634,255	0	634,255
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	252,760	252,760	0	252,760
011007	CASH DONATIONS PRIVATE	0	82,250	82,250	0	82,250
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

Working Copy ATTACHMENT II.

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

October 1, 2007 to September 30, 2008

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY					
090002 DRAW DOWN FROM PUBLIC HEALTH UNIT	0	157,148	157,148	0	157,148
008060 Special Project Contribution	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL	0	1,354,176	1,354,176	0	1,354,176
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	111,850	111,850
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	955,814	955,814
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	7,805,336	4,637,379	12,442,715	7,368,223	19,810,938

Working Copying 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, 2007 to September 30, 2008

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
VITAL STATISTICS (180)	2.50	0	0	33,076	34,644	69,700	27,294	0	164,714	164,714
IMMUNIZATION (101)	12.10	12,000	30,000	174,902	240,506	247,573	563,567	844,112	382,436	1,226,548
STD (102)	14.77	2,100	8,000	250,480	293,220	273,061	162,139	798,880	180,020	978,900
A.I.D.S. (103)	6.18	230	3,700	171,735	224,172	188,204	356,970	643,040	298,041	941,081
TB CONTROL SERVICES (104)	6.40	1,700	9,500	93,701	107,725	96,276	138,490	365,660	70,532	436,192
COMM. DISEASE SURV. (106)	0.00	0	0	0	0	0	0	0	0	0
HEPATITIS PREVENTION (109)	2.68	2,070	5,500	29,356	33,548	33,959	63,104	145,890	14,077	159,967
PUBLIC HEALTH PREP AND RESP (116)	6.10	0	4,000	100,674	86,563	92,841	134,214	376,343	37,949	414,292
COMMUNICABLE DISEASE SUBTOTAL	50.73	18,100	60,700	853,924	1,020,378	1,001,614	1,445,778	3,173,925	1,147,769	4,321,694
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.00	0	0	10	10	11	48	64	15	79
TOBACCO PREVENTION (212)	1.00	0	0	12,596	12,596	12,596	12,597	50,385	0	50,385
HOME HEALTH (215)	0.00	0	0	0	0	0	0	0	0	0
W.I.C. (221)	23.00	13,000	81,800	431,265	401,735	365,976	280,958	1,361,982	117,952	1,479,934
FAMILY PLANNING (223)	11.10	3,300	8,600	179,804	213,816	174,665	6,649	441,262	133,672	574,934
IMPROVED PREGNANCY OUTCOME (225)	18.57	1,900	14,000	367,158	422,673	378,107	79,856	564,627	683,167	1,247,794
HEALTHY START PRENATAL (227)	13.50	2,400	40,000	146,369	176,979	189,797	234,012	276,448	470,709	747,157
COMPREHENSIVE CHILD HEALTH (229)	7.50	1,700	2,600	96,864	116,705	100,480	55,868	232,567	137,350	369,917
HEALTHY START INFANT (231)	5.50	1,180	11,000	67,567	79,264	73,029	190,681	375,809	34,732	410,541
SCHOOL HEALTH (234)	5.50	0	555,000	155,660	180,653	207,560	78,460	550,890	71,443	622,333
COMPREHENSIVE ADULT HEALTH (237)	7.50	1,500	2,500	59,451	70,034	75,817	161,993	276,537	90,758	367,295
DENTAL HEALTH (240)	13.10	4,000	24,000	236,146	241,182	260,321	292,281	471,193	558,737	1,029,930
Healthy Start Interconception Woman (232)	0.00	0	0	0	0	0	0	0	0	0
PRIMARY CARE SUBTOTAL	106.27	28,980	739,500	1,752,890	1,915,647	1,838,359	1,393,403	4,601,764	2,298,535	6,900,299
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)	0.43	41	160	3,045	3,042	2,980	28,823	29,445	8,445	37,890
PUBLIC WATER SYSTEM (358)	0.06	0	10	553	749	680	3,096	3,946	1,132	5,078
PRIVATE WATER SYSTEM (359)	0.05	0	10	1,456	1,637	1,431	2,708	5,914	1,318	7,232
INDIVIDUAL SEWAGE DISP. (361)	6.25	1,100	5,000	25,150	247,217	194,268	67,690	417,575	116,750	534,325
Group Total	6.79	1,141	5,180	30,204	252,645	199,359	102,317	456,880	127,645	584,525
Facility Programs										
FOOD HYGIENE (348)	1.28	250	1,100	30,206	41,293	38,456	1,366	91,204	20,117	111,321
BODY ART (349)	0.14	9	11	1,278	1,744	180	8,645	9,801	2,046	11,847
GROUP CARE FACILITY (351)	1.22	400	700	32,545	38,638	35,870	86	87,983	19,156	107,139
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)	0.13	21	45	678	1,096	991	8,236	8,997	2,004	11,001
SWIMMING POOLS/BATHING (360)	1.44	525	1,160	34,633	47,066	43,730	431	104,577	21,283	125,860
BIOMEDICAL WASTE SERVICES (364)	0.42	400	400	7,718	8,749	10,569	11,567	31,759	6,844	38,603

**Working Copying 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, 2007 to September 30, 2008

	FTE's (0.00)	Clients Units	Services	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
TANNING FACILITY SERVICES (369)	0.19	56	112	3,569	4,998	3,437	4,075	13,225	2,854	16,079
Group Total	4.82	1,661	3,528	110,627	143,584	133,233	34,406	347,546	74,304	421,850
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.89	275	850	11,238	11,747	10,879	46,249	64,636	15,477	80,113
Group Total	0.89	275	850	11,238	11,747	10,879	46,249	64,636	15,477	80,113
Community Hygiene										
RADIOLOGICAL HEALTH (372)	0.02	0	0	235	565	714	179	1,384	309	1,693
TOXIC SUBSTANCES (373)	0.02	0	0	265	381	639	408	1,385	308	1,693
OCCUPATIONAL HEALTH (344)	0.30	0	300	3,580	7,495	7,388	6,924	21,231	4,156	25,387
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)	0.03	0	0	1,149	778	612	0	2,076	463	2,539
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)	0.64	40	110	8,323	13,006	9,030	27,899	46,594	11,664	58,258
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.07	0	5	1,394	3,641	836	153	4,926	1,098	6,024
ARBOVIRUS SURVEILLANCE (367)	0.22	0	25	8,183	2,545	10,961	28	18,155	3,562	21,717
RODENT/ARTHROPOD CONTROL (368)	0.16	0	15	2,509	2,560	3,046	5,425	11,073	2,467	13,540
WATER POLLUTION (370)	0.02	0	0	263	505	914	9	1,314	377	1,691
AIR POLLUTION (371)	0.02	0	0	234	497	689	272	1,314	378	1,692
Group Total	1.50	40	455	26,135	31,973	34,829	41,297	109,452	24,782	134,234
ENVIRONMENTAL HEALTH SUBTOTAL	14.00	3,117	10,013	178,204	439,949	378,300	224,269	978,514	242,208	1,220,722
D. SPECIAL CONTRACTS:										
SPECIAL CONTRACTS (599)	0.00	0	0	0	0	0	0	0	0	0
SPECIAL CONTRACTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	171.00	50,197	810,213	2,785,018	3,375,974	3,218,273	3,063,450	8,754,203	3,688,512	12,442,715

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 Store Front in Shop Cntr. 9,750 Square Feet	132 Sausalito Blvd. Casselberry, FL 32707	Leased by: Seminole County Gov. Owned by: The Greater Construction Co. 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>
2005-2006	\$ _____	\$ _____	\$ _____ -
2006-2007	\$ _____	\$ _____	\$ _____ -
2007-2008	\$ <u>610,342</u>	\$ <u>329,658</u>	\$ <u>940,000</u>
2008-2009	\$ _____	\$ _____	\$ _____ -
2009-2010	\$ _____	\$ _____	\$ _____ -
PROJECT TOTAL	\$ <u><u>610,342</u></u>	\$ <u><u>329,658</u></u>	\$ <u><u>940,000</u></u>

SPECIAL PROJECT CONSTRUCTION/RENOVATION PLAN

PROJECT NAME: Project 1 Specialty Clinic (460,000)--Project 2 Dent., EH, IMM Rem.(480,000)
LOCATION/ ADDRESS: 400 W. Airport Blvd. Sanford, FL 32773 (Both Projects)
PROJECT TYPE: NEW BUILDING ROOFING
RENOVATION PLANNING STUDY
NEW ADDITION OTHER
SQUARE FOOTAGE: 10,700 (Project 1 = 4,900 Project 2 = 5,800)
PROJECT SUMMARY: *Describe scope of work in reasonable detail.*

ESTIMATED PROJECT INFORMATION:

START DATE *(initial expenditure of funds)*: 10/10/2007 (Project 1= 10/10/07/Project 2=01/15/08)
COMPLETION DATE: 8/31/2008 (Project 1= 12/31/07/Project 2 =08/31/08)
DESIGN FEES: \$ 165,000 (Project 1 = 85,000/ project 2 =80,000)
CONSTRUCTION COSTS: \$ 775,000 (Project 1 = 375,000/Project 2 =400,000)
FURNITURE/EQUIPMENT \$ _____
TOTAL PROJECT COST: \$ 940,000
COST PER SQ FOOT: \$ 87.85046729

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.

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.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fee Resolution - Administrative Code Section 20.26 Revisions/Seminole County Health Department Fee Resolution

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: David Medley

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution increasing fees and establishing revisions to Section 20.26 of the Seminole County Administrative Code.

County-wide

Dr. David Medley

BACKGROUND:

The Seminole County Health Department annually reviews the fees charged for services they provide to the residents of Seminole County. The Seminole County Health Department is requesting revisions to Section 20.26 of the Seminole County Administrative Code as identified on the attached Fee Resolution.

The Seminole County Health Department is requesting a modest increase to the current fee schedule. In our effort to continue to provide Environmental Health services we have asked for increased permit fees to cover our costs in providing facility inspections. With respect to medical services we are requesting only minor changes that reflect industry standard charges. We will continue to offer most medical services on a sliding fee schedule based on income eligibility.

The Health Department utilized agency comparison data in the surrounding tri-county area to establish fees. The Vital Statistics division had a minimal increase to midpoint related to data received from other counties.

The Seminole County Health Department has suffered budget cuts at the State Level as well as the County. The fees will also be increased to support the operational cost which will improve the efficiency of operations and allow the Health Department to better serve our growing community.

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

STAFF RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution increasing fees and establishing revisions to Section 20.26 of the Seminole County Administrative Code.

ATTACHMENTS:

1. Resolution
2. Admin Code Change

Additionally Reviewed By:

County Attorney Review (Susan Dietrich)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, 2007.

WHEREAS, Seminole County Ordinance No. 89-28 created the Seminole County Administrative Code; and

WHEREAS, Seminole County Resolution Numbers 89-R-438 and 05-R-151 adopted the Seminole County Administrative Code; and

WHEREAS, 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 environmental health and food inspection 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 _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

SED/sjs
9/6/07
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 - Clients who are presumed eligible will receive continued prenatal care through delivery and postpartum care. 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 Culture Quantification Test ~~\$30.00~~ \$45.00
- (11) Pregnancy Test - Nurse Consultation Medicaid Rate
- (12) Pregnancy Test – Teenage clients No Charge
- (13) Chest X-ray Medicaid Rate
- (14) Lamaze Classes - Private Sector (5 weeks) ~~\$35.00~~ \$40.00
 Not receiving care from SCHD
 Enrolled SCHD Clients (5 weeks) ~~\$15.00~~ \$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. \$35.00
 Nurse assessment. \$25.00
- (4) Tuberculin (TB) Skin Test, with reading. \$5.00
 Nurse assessment. \$25.00

(4)(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

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

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

(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, per BCC resolution		
	AIDS 101	\$ 5.00
	AIDS 500	\$10.00
	AIDS 501	\$50.00

D. VITAL STATISTICS:

(1) Birth Certificates:		
	Fee pursuant to BCC Resolution <u>County Fee</u>	\$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	<u>\$1.50</u>
	Total Fee for Birth Certificates	\$12.00
(2) Additional Copies		\$6.00 <u>\$8.00</u>
(3) Protective covers		\$3.00
(4) Death Certificates - Certified Copy		\$8.00

E. MEDICAL RECORDS:

(1) Copying of Medical Record (per page)	50 cents
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F. PUBLIC RECORDS:

(1) Copying of Public Record (per page)	25 cents
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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
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$10.00</u>
	Total	\$60.00

SEMINOLE COUNTY ADMINISTRATIVE CODE

(c)	Chemical sampling per site visit for Delineated areas	
	State Fee	\$50.00
	Fee pursuant to BCC resolution County Fee	\$10.00
	Total	\$60.00
(d)	Combined chemical/microbiological Sample visit	
	State Fee	\$55.00
	Fee pursuant to BCC resolution County Fee	\$10.00
	Total	\$65.00
(e)	<u>Limited use public water system annual operating permit</u>	
	State Fee (Initial)	\$75.00
	County Fee	\$20.00
	Total	\$95.00
	State Fee (Renewal)	\$70.00
	County Fee	\$20.00
	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
	Fee pursuant to BCC Resolution County Fee	\$10.00 \$25.00
	Total	\$110.00 \$125.00
(b)	Annual operating permit - more than 25,000 gallons	\$200.00
	Fee pursuant to BCC Resolution County Fee	\$10.00 \$65.00
	Total	\$210.00 \$265.00
(c)	Late fee - (on permits paid after June 30)	
	Fee pursuant to BCC Resolution County Fee	\$25.00 \$50.00
(d)	Re-inspection Fee per each re-inspection	
	Fee pursuant to BCC Resolution County Fee	\$25.00
(e)	Variance Applications	\$25.00

(f)	Exempted Condo Pools	
	State Fee	\$50.00
	Fee pursuant to BCC Resolution <u>County Fee</u>	<u>\$10.00</u>
	Total	\$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.	\$ 305.00
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 50.00</u>
	Total fee for standard or filled septic tank	\$ 355.00
(b)	Septic Tank Modification(s)	
	State fees pursuant to Chapter 64E-6, F.A.C.	\$185.00
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 50.00</u>
	Total fee for Septic Tank Modification(s)	\$235.00
(c)	Septic tank repair permit	
	State fee pursuant to Chapter 64E-6, F.A.C	\$175.00
	Application fee pursuant to BCC resolution <u>County Application Fee</u>	<u>\$ 35.00</u>
	Total fee for septic tank repair permit	\$210.00
(d)	Re-inspection fee per each non-compliance re-inspection	
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 25.00</u>
	State Fee pursuant to Chapter 64E-6, F.A.C.	<u>\$ 50.00</u>
	Total	\$ 75.00
(e)	Septic System Abandonment Permit	
	State Fee	\$ 40.00
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 40.00</u>
	Total	\$ 80.00
(f)	Variance Application For a Single Family Residence per each lot or building site	
	State Fee	\$150.00
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 50.00</u>
	Total	\$200.00
(g)	Variance Application for a Multi-family or Commercial building per each building site	
	State Fee	\$200.00
	Fee pursuant to BCC resolution <u>County Fee</u>	<u>\$ 50.00</u>
	Total	\$250.00

(h) Onsite Sewage Consultation Fees and Field Work Requests Not Related to Formal Permitting		
(i) Plan Review – Fee per BCC resolution		
	County Fee	\$50.00
	Total Plan Review Fee	\$50.00
(ii) Soil Profile Fee – Fee per BCC		
	Resolution County Fee	\$100.00
	Total Soil Profile Fee	\$100.00
(i) Late Fees for Delinquent Onsite Sewage Operating Permits		
	Fee pursuant to BCC resolution County Fee	\$25.00 \$50.00
(j) Permit amendment		
	State Fee	\$55.00
	Fee pursuant to BCC resolution County Fee	\$ 5.00 \$20.00
	Total	\$60.00 \$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) (reviews after 4)		\$150.00 \$35.00
(o) Managed System Fee		
	County Fee	\$50.00
(p) Site Re-Evaluation Fee		
	State Fee	\$75.00
	County Fee	\$25.00
	Total	\$100.00
(q) Aerobic Treatment Unit Maintenance		
	Annual Permit	
	State Fee	\$25.00
	County Fee	\$50.00
	Total	\$75.00

(r) Annual Operating Performance Permits for Performance Based Systems	
State Fee	\$50.00
County Fee	\$50.00
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 Department of Children & Families (DCF) license	
State Fee	\$85.00
Fee pursuant to BCC resolution County Fee	\$85.00 \$15.00
Total	\$100.00

(b) Late renewal of Annual Certificates	
State Fee	\$25.00
Fee pursuant to BCC resolution County Fee	\$5.00
Total	\$30.00

(c) Alcoholic Beverage Establishment Inspection	
State Fee	\$30.00
Fee pursuant to BCC resolution County Fee	\$20.00
Total	\$50.00

(d) Reinspection Fee (1st)	\$50.00
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(e) Annual Permit – Nursing Homes	
State Fee	\$210.00
County Fee	\$40.00
Total	\$250.00

(f) Annual Permit – Living Facilities	
State Fee	\$110.00
County Fee	\$50.00
Total	\$160.00

(g) Annual Permit – Schools	
State Fee	\$160.00
County Fee	\$90.00
Total	\$250.00

(h) Annual Permit – Civic Organizations	
State Fee	\$160.00

 **SEMINOLE COUNTY ADMINISTRATIVE CODE**

County Fee	\$90.00
Total	\$250.00

(i) Annual Permit – Hospitals

State Fee	\$210.00
County Fee	\$40.00
Total	\$250.00

(ii) Annual Permit – Detention Centers & Jails

State Fee	\$210.00
County Fee	\$40.00
Total	\$250.00

(k) Food Service Plan Review

State Fee/hour (1 hour minimum)	\$35.00
County Fee	\$15.00
Total/hour (1 hour minimum)	\$50.00

(5) Other Services

(a) Tanning Facilities

Re-inspection fee per each re-inspection Fee pursuant to BCC resolution County Fee	\$ 25.00
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(b) Body Piercing

Re-Inspection fee per required re-inspection Fee pursuant to BCC resolution County Fee	\$ 25.00
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(c) Rabies test (low-risk species) \$ 100.00

(d) Group Care Homes and Facilities

(i) Residential Group Home(s) Voluntary request for inspection Fee pursuant to BCC resolution County Fee	\$50.00
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(ii) Adult Living Facilities General sanitation inspection as required by Agency for Health Care Administration Fee pursuant to BCC resolution County Fee	\$50.00
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- (iii) Day Care Centers ~~without Food Service~~
Semi-Annual General sanitation inspections as required by DCF @ 2 inspections per year (Annual Fee)
Fee pursuant to BCC resolution
County Fee \$50.00

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

 - (ii) Foster Home Reinspection \$25.00

- (f) Schools: Semi-annual environmental health inspection of school facilities, (Annual Fee)
pursuant to BCC resolution 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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

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

County-wide

Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County.

These clients have met and satisfied all County SHIP Policies and Affordability Periods or, Federal and HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinanced or sold their home within the affordability period and repaid their mortgage, resulting in \$70,525.00 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel I.D. Number</u>
Connie Carter	19-21-30-504-0D00-0010
Elizabeth M. Ducos	03-21-30-520-0700-0010
Karen A. Giroud	16-21-31-511-0000-0120
Sheryl Mays	16-21-30-509-0000-0020
Rafael Pimentel and Tomasita Pimentel	15-21-29-509-1900-0180
David Ramos and Maria J. Padron	15-21-29-510-1400-0090
Autumn Marie Sheaffer	06-20-31-505-0E00-0060

Total Reimbursed \$70,525.00

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$64,500.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Olga L. Paniagua	34-20-30-539-0000-1270
Michael K. Somers and Rebecca S. Pittman	09-21-30-515-0B00-0200
Ollie Stallworth and Eunice Stallworth	33-19-31-300-112A-0000
James Sykes and Idella Sykes	33-19-31-502-0000-0170
Kimberly Ann Vandervoort	29-20-30-505-0A00-0150

Total Forgiven \$64,500.00

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

ATTACHMENTS:

1. Satisfactions of Second Mortgages

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 16, 1996, and recorded in Official Records Book 3134, Pages 1694 through and including 1698, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$9,400.00) (the "Note"), dated September 16, 1996 and recorded in the Official Records Book 3134, Pages 1699 through and including 1702, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 18, 1996 recorded in Official Records Book 3134, pages 1703 through and including 1705, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 909 Pennsylvania Avenue, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK D, WALKER'S ADDITION TO ALTAMONTE SPRINGS,
NO. 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT
BOOK 12, PAGE 93, OF THE PUBLIC RECORDS OF SEMINOLE
COUNTY, FLORIDA.

Parcel Identification Number: 19-21-30-504-0D00-0010

(the "Property,") were made by **CONNIE CARTER**, 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 NINE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$9,400.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 31, 2007, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the 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____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
8/8/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 21, 2005, and recorded in Official Records Book 05599, Pages 1111 through and including 1115, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated January 21, 2005, and recorded in the Official Records Book 05599, Pages 1116 through and including 1119, Public Records of Seminole County, Florida, which encumbered the property located at 108 Kristi Ann Court, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 1, BLOCK 7, MOSS COVE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 58, PAGE 84 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-520-0700-0010

(the "Property,") were made by **ELIZABETH M. DUCOS**, 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 ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the ten (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 31, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
6/18/07

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 12, 1997, and recorded in Official Records Book 3298, Pages 1500 through and including 1504, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$2,875.00) (the "Note"), dated September 12, 1997, and recorded in the Official Records Book 3298, Pages 1505 through and including 1509, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 19, 1997 recorded in Official Records Book 3298, pages 1510 through and including 1512, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 326 Murcott Drive, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

THE WEST 1/2 OF LOT 12, EVERGREEN VILLAS SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK
28, PAGE 12, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 16-21-31-511-0000-0120

(the "Property,") were made by **KAREN A. GIROUD**, 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, the Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the TEN (10) 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 TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$2,875.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 23, 2007, pursuant to the terms of the Mortgage, Note and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the 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 _____, 2007.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
7/30/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated March 26, 1998, and recorded in Official Records Book 3407, Pages 0224 through and including 0228, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00) (the "Note"), dated March 26, 1998, and recorded in the Official Records Book 3407, Pages 0229 through and including 0231, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated March 4, 1998, recorded in Official Records Book 3407, pages 0232 through and including 0234, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 511 Kentia Road, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 2, REPLAT OF LOTS 62 THROUGH 75, QUEENS MIRROR SOUTH SECOND REPLAT ADDITION TO CASSELBERRY, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 81, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 16-21-30-509-0000-0020

(the "Property,") were made by **SHERYL MAYS**, 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, the Note and Agreement; and

WHEREAS, the Owner has refinanced the Property within the TEN (10) 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 THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$3,250.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 15, 2002, 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____.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AS/jjr
8/8/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FI 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 28, 2000, and recorded in Official Records Book 3943, Pages 1075 through and including 1079, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated September 28, 2000, and recorded in the Official Records Book 3943, Pages 1080 through and including 1082, Public Records of Seminole County, Florida, which encumbered the property located at 513 Fordham Avenue, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 18, BLOCK 19, WEATHERSFIELD SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 102 AND 103, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 15-21-29-509-1900-0180

(the "Property,") were made by **RAFAEL PIMENTEL** and **TOMASITA PIMENTEL**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the TEN (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about July 13, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
7/19/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 20, 2001, and recorded in Official Records Book 4329, Pages 1922 through and including 1925, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (the "Note"), dated September 20, 2001, and recorded in the Official Records Book 4329, Pages 1926 through and including 1929, Public Records of Seminole County, Florida, which encumbered the property located at 458 Tulane Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 9, BLOCK 14, WEATHERSFIELD FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 66 AND 67, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID LAND SITUATE, LYING AND BEING IN SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 15-21-29-510-1400-0090

(the "Property,") were made by **DAVID RAMOS** and **MARIA J. PADRON**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have refinanced the Property within the TEN (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about March 15, 2004, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
8/8/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated February 6, 2004, and recorded in Official Records Book 5328, Pages 0930 through and including 0934, Public Records of Seminole County, Florida, and an unrecorded SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated February 6, 2004, which encumbered the property located at 211 Woodmere Boulevard, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

LOT 6, BLOCK 3, WOODMERE PARK 2ND REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 73, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 06-20-31-505-0E00-0060

(the "Property,") were made by **AUTUMN MARIE SHEAFFER**, 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 ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the ten(10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about July 27, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
6/18/07

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 26, 2002, and recorded in Official Records Book 4402, Pages 1640 through and including 1643, 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 26, 2006, and recorded in the Official Records Book 4402, Pages 1644 through and including 1648, Public Records of Seminole County, Florida, which encumbered the property located at 254 San Gabriel Street, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 127, DEERSONG 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 49, PAGE 64, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-20-30-539-0000-1270

(the "Property,") were made by **OLGA L. PANIAGUA**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AS/jjr
7/20/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated September 13, 1996 and recorded in Official Records Book 3131, Pages 0076 through and including 0079, 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 September 13, 1996 and recorded in the Official Records Book 3131, Pages 0080 through and including 0083, Public Records of Seminole County, Florida, and that certain Seminole County HOME Program Homebuyer Assistance Agreement dated August 3, 1996, and recorded in Official Records Book 3135, Pages 0622 through and including 0624, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 665 Diane Circle, Casselberry, FL 32707, the legal description and parcel identification for which are as follows:

LOT 20, BLOCK B, LAKE KATHRYN WOODS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification No.: 09-21-30-515-0B00-0200

(the "Property,") were made by **MICHAEL K. SOMERS**, a single person, and **REBECCA S. PITTMAN**, a single person, 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 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, Note and Agreement; and

WHEREAS, the Owners did maintain the Property as their residence for at least THIRTY (30) 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 _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS:jjr
7/17/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated March 10, 1997, and recorded in Official Records Book 3238, Page 0273, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated March 10, 1997, and recorded in Official Records Book 3285, Pages 0104 through 0106, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 3731 Washington Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

THE NORTH 85 FEET OF THE SOUTH 1301.4 FEET OF THE WEST
50 FEET OF EAST 268.5 FEET OF THE SW 1/4 SECTION 33,
TOWNSHIP 19 SOUTH, RANGE 31 EAST, AS RECORDED IN THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 33-19-31-300-112A-0000

Said property having been erroneously described in the Memorandum of Agreement as:

THE NORTH 100 FEET OF THE SOUTH 1316.4 FEET OF THE WEST
50 FEET OF EAST 268.5 FEET OF THE SW 1/4 SECTION 33,
TOWNSHIP 19 SOUTH, RANGE 31 EAST, AS RECORDED IN THE
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") was made by **OLLIE STALLWORTH and EUNICE STALLWORTH**, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS:jjr
7/12/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated May 23, 1995, and recorded in Official Records Book 2920, Page 1342, Public Records of Seminole County, Florida, and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated May 23, 1995, and recorded in Official Records Book 3045, Pages 0648 through 0650, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 3200 Hughey Street, Sanford, Florida, the legal description and parcel identification for which are as follows:

LOTS 17 AND 18 OF F.T. MERIWETHERS SURVEY OF WEST 1/2 OF THE SOUTH 5 ACRES OF WEST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, AS RECORDED IN DEED BOOK 139, PAGE 499, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 33-19-31-502-0000-0170

(the "Property,") was made by **JAMES SYKES and IDELLA SYKES**, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owners maintained the Property as their residence for at least ten (10) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners, and their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS:jjr
7/13/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 10, 2002, and recorded in Official Records Book 4466, Pages 0028 through and including 0031, 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 July 10, 2002, and recorded in the Official Records Book 4466, Pages 0032 through and including 0034, Public Records of Seminole County, Florida, which encumbered the property located at 201 Haislip Place, Longwood, Florida 32779, the legal description and parcel identification for which are as follows:

LOT 15, BLOCK A, LAKE RUTH SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 66, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 29-20-30-505-0A00-0150

(the "Property,") were made by **KIMBERLY ANN VANDERVOORT**, a single person, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within FIVE (5) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner did maintain the Property as her residence for at least FIVE (5) years from the date of the Mortgage and the Note thus qualifying for forgiveness of the Mortgage and the Note under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage and Note and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20____.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AS/jjr
7/20/2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assignment and Amendment of Conditional Utility Agreements for Water & Sewer Services for the project known as Savannah Park

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Assignment and Amendment of Conditional Utility Agreements for Water and Sewer Services for the project known as Savannah Park.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

On June 23, 2006 Conditional Utility Agreements for Water and Sewer service were entered into between Seminole County and K. Hovanian Cambridge Homes, LLC. reserving 55,305 gpd of water capacity and 49,500 gpd of sewer capacity. On June 15, 2007 K. Hovanian Cambridge Homes, LLC sold the property to Hearthstone Multi-Asset Entity C, L.P. The new owners have requested a change in Engineering Plans reducing the number of Townhomes being built, therefore, reducing the gpd for both water and sewer.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the "Assignment and Amendment of Conditional Utility Agreements for Water & Sewer Services" for the project known as Savannah Park.

ATTACHMENTS:

- 1. Agreement
- 2. Agreement
- 3. Co Atty Approval Letter

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

ASSIGNMENT AND AMENDMENT OF
CONDITIONAL UTILITY AGREEMENT FOR WATER SERVICES

THIS ASSIGNMENT AND AMENDMENT is made and entered into this _____ day of _____, 2007, by and between K. HOVNIANIAN CAMBRIDGE HOMES, L.L.C., a Florida limited liability company, whose mailing address is 235 N. Westmonte Drive, Altamonte Springs, Florida 23714, hereinafter referred to as "DEVELOPER," and HEARTHSTONE MULTI-ASSET ENTITY C., L.P., a California limited partnership, whose mailing address is c/o Hearthstone, Inc., 16133 Ventura Boulevard, Suite 1400, Encino, California 91436, hereinafter referred to as "PURCHASER".

W I T N E S S E T H:

WHEREAS, DEVELOPER 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" entered  into a Conditional Utility Agreement For Water Service dated June 23, 2006, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, pursuant to the Agreement, COUNTY allocated certain water services for the use of the Property; and

WHEREAS, on JUNE 15, 2007, DEVELOPER sold and conveyed the property to PURCHASER; and

WHEREAS, DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

WHEREAS, DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 24 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

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

WHEREAS, Section 27 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

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

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

Section 2. Assignment. DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for water services and water connection fees according to the schedule in effect at the time of payment.

Section 3. Assumption. PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to perform such obligations as described in the Agreement.

Section 4. Monthly Service Charge. DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in

accordance with the Agreement through the date hereof. PURCHASER hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

Section 5. Capacity Not Required. In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

Section 6. Notice. 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 DEVELOPER:

K. Hovnanian Cambridge Homes, L.L.C.
235 N. Westmonte Drive,
Altamonte Springs, Florida 23714

For PURCHASER:

Hearthstone Multi-Asset Entity C, L.P.
c/o Hearthstone, Inc.
16133 Ventura Boulevard, Suite 1400
Encino, California 91436

For COUNTY:

Director of Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773-7499

Section 7. Successors and Assigns. The provisions of this Assignment and Amendment shall inure to the benefit of and be binding upon PURCHASER and its successors and upon DEVELOPER and its successors.

Section 8. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained 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.

(b) It is further agreed that 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 9. Headings. All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 10. Section 3 of the Agreement is amended to read:

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 52,960 gallons per day for potable water supply, which is estimated to be 158 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006),

and Florida Administrative Code Rules 62-4.070 and 62-4.150) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Section 11. Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

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

ATTEST:

K. HOVNIANIAN CAMBRIDGE HOMES, L.L.C.

_____, Secretary
(CORPORATE SEAL)

By: _____, President
Date: 8/2/07

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that, on this 2 day of August, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott South and _____, as President and Secretary, respectively, of K. Hovnianian Cambridge Homes, LLC, a Florida limited liability company, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Sylvia Weber Fall
Notary Public in and for the County
and State Aforementioned

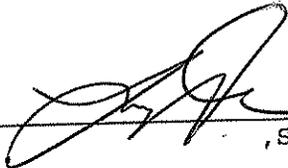
ATTEST:

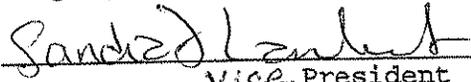


HEARTHSTONE MULTI-ASSET ENTITY C, L.P.
A California Limited Partnership

By: HMP III GP, LLC
a California Limited Liability Company
Its General Partner

By: Hearthstone, Inc.
a California Corporation
Its Managing Member


Secretary

By: 
Vice, President

Date: 7/26/07

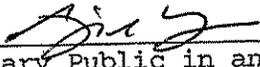
(CORPORATE SEAL)

CALIFORNIA)
STATE OF FLORIDA)
COUNTY OF MARIN)

I HEREBY CERTIFY that, on this 26th day of JULY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sandra A. Lambert and Tracy Carver, as ^{Vice} President and Secretary, respectively, of Hearthstone, Inc., Managing Member of HMP III GP, LLC, General Partner of Hearthstone Multi-Asset Entity C, L.P., a California limited partnership, who are personally known to me ~~or who have produced~~ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary




Notary Public in and for the County
and State Aforementioned

[Balance of Page Left Intentionally Blank; Attestations Continued on Page 7]

CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 24 of the Conditional Utility Agreement For Water Services dated June 23, 2006.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
6/19/07



P:\Users\lkennedy\My Documents\Environmental Services\K Hovnanian Cambridge Homes
assign & amend water.doc

Attachment:
Exhibit "H" - Water Connection Fees

Savannah Park

Exhibit A

DESCRIPTION:
(AS PROVIDED)

(A) THE WEST 660 FEET OF THE EAST 810 FEET OF THE NE 1/4 OF SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 25 FEET FOR RIGHT-OF-WAY FOR STATE ROAD NO. 46. CONTAINING 20 ACRES, MORE OR LESS.

(B) BEGINNING ON THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, AT A POINT 150 FEET WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4; THENCE RUN SOUTH AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 30 TO THE WESTERLY BOUNDARY LINE OF THE SANFORD GRANT; THENCE RUN SOUTH 25 DEGREES WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT TO THE SOUTH BOUNDARY LINE OF SAID SECTION 30; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, A DISTANCE OF 728.20 FEET; THENCE RUN NORTH 25 DEGREES EAST AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT A DISTANCE OF 1158 FEET, MORE OR LESS, TO A POINT 810 FEET WEST OF THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN NORTH AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30 TO THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN EAST AND ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 25 FEET FOR PUBLIC ROAD RIGHT-OF-WAY. CONTAINING 22 ACRES, MORE OR LESS.

LESS THE FOLLOWING:

PARCEL 112

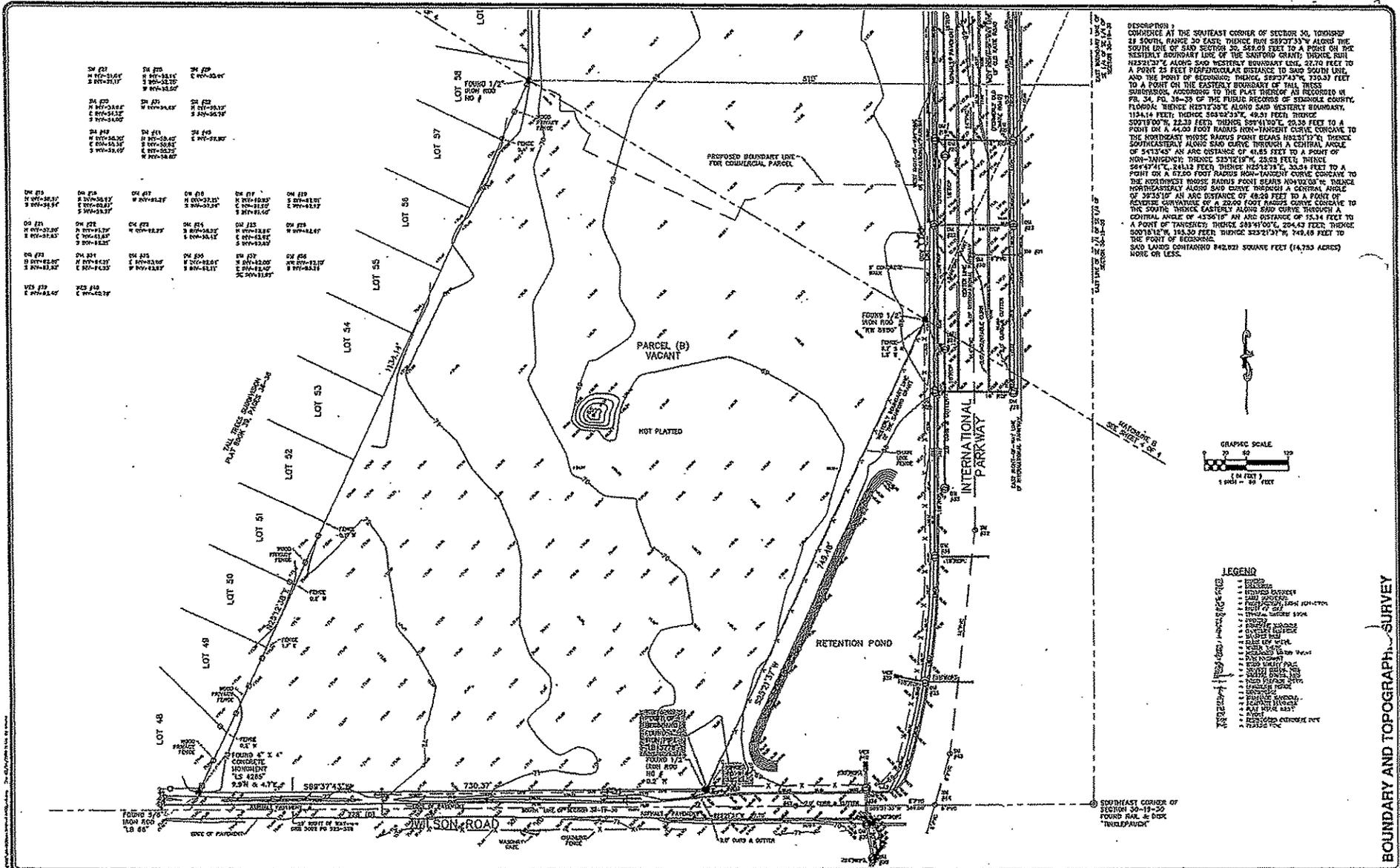
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AND ALSO LESS THE FOLLOWING:

PARCEL 112A

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD; THENCE SOUTH 89°51'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'02" WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 505.00 FEET; THENCE NORTH 89°45'58" WEST FOR 295.00 FEET; THENCE NORTH 00°14'02" EAST FOR 503.08 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89°51'40" EAST FOR 295.01 FEET TO THE POINT OF BEGINNING.

LEGIBILITY UNSATISFACTORY
FOR SCANNING



BOUNDARY AND TOPOGRAPHY SURVEY

MILLER LEGG
 Central Florida Office: 631 S. Orlando Avenue - Suite 200
 Winter Park, Florida - 32789-7102
 407-928-8890 - Fax: 407-928-7883
 www.millerlegg.com

SAVANNAH PARK AT HEATHROW
 SEMINOLE COUNTY, FLORIDA
 FOR: SAVANNAH MERIDIAN ACQUISITION GROUP, LLC

DATE OF SURVEY: 05-08-05
 BY: [Signature]
 TITLE: [Signature]
 05-00058
 BTS-04
 6/2/05

EXHIBIT "H"

Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

<u>Customer Category</u>	<u>Number of Units</u>	<u>ERC Factor</u>	<u>Total ERCs</u>	<u>Total Gallons</u>	<u>Charge Per Gallon</u>	<u>Total Charges</u>
Multi Family	156	335	156	52,260	\$2.83	\$ 147,895.80
(2) Clubhouses	2	350	2	<u>700</u>	\$2.83	<u>\$ 1,981.00</u>
				52,960		\$ 149,876.80

FEEES HAVE NOT BEEN SATISFIED

ASSIGNMENT AND AMENDMENT OF
CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICES

THIS ASSIGNMENT AND AMENDMENT is made and entered into this _____ day of _____, 2007, by and between K. HOVNANIAN CAMBRIDGE HOMES, L.L.C., a Florida limited liability company, whose mailing address is 235 N. Westmonte Drive, Altamonte Springs, Florida 23714, hereinafter referred to as "DEVELOPER," and HEARTHSTONE MULTI-ASSET ENTITY C, L.P., a California limited partnership, whose mailing address is c/o Hearthstone, Inc., 16133 Ventura Boulevard, Suite 1400, Encino, California 91436, hereinafter referred to as "PURCHASER".

W I T N E S S E T H:

WHEREAS, DEVELOPER 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," entered  a Conditional Utility Agreement For Sewer Service dated June 23, 2006, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, pursuant to the Agreement, COUNTY allocated certain sewer services for the use of the Property; and

WHEREAS, on JUNE 15, 2007, DEVELOPER sold and conveyed the property to PURCHASER; and

WHEREAS, DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

WHEREAS, DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 27 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

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

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

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



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

Section 2. Assignment. DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for sewer services and sewer connection fees according to the schedule in effect at the time of payment.

Section 3. Assumption. PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to perform such obligations as described in the Agreement.

Section 4. Monthly Service Charge. DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in accordance with the Agreement through the date hereof. PURCHASER

hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

Section 5. Capacity Not Required. In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

Section 6. Notice. 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 DEVELOPER:

K. Hovnanian Cambridge Homes, L.L.C.
235 N. Westmonte Drive,
Altamonte Springs, Florida 23714

For PURCHASER:

Hearthstone Multi-Asset Entity C, L.P.
c/o Hearthstone, Inc.
16133 Ventura Boulevard, Suite 1400
Encino, California 91436

For COUNTY:

Director of Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773-7499

Section 7. Successors and Assigns. The provisions of this Assignment and Amendment shall inure to the benefit of and be binding

upon PURCHASER and its successors and upon DEVELOPER and its successors.

Section 8. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained 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.

(b) It is further agreed that 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 9. Headings. All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 10. Section 3 of the Agreement is amended to read:

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 47,400 gallons per day for sewage collection, which is estimated to be 158 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006), and Florida Administrative Code Chapter 62-600) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely

because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERCs is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Section 11. Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

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

ATTEST:

K. HOVNIANIAN CAMBRIDGE HOMES, L.L.C.

, Secretary
(CORPORATE SEAL)

 _____
, President
Date: 8/2/07

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that, on this 2 day of August, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott South and _____, as President and Secretary, respectively, of K. Hovnianian Cambridge Homes, LLC, a Florida limited liability company, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Sylvia Weber Fall
Notary Public in and for the County
and State Aforementioned

SYLVIA WEBER FALL
Notary Public, State of Florida
My comm. exp. Nov. 17, 2007
Comm. No. DD 268203

ATTEST:



HEARTHSTONE MULTI-ASSET ENTITY C, L.P.
A California Limited Partnership

By: HHP III GP, LLC
a California Limited Liability Company
Its General Partner

By: Hearthstone, Inc.
a California Corporation
Its Managing Member

[Signature]
Secretary

By: [Signature]
Vice President

Date: 7/26/07

(CORPORATE SEAL)

STATE OF ~~FLORIDA~~ CALIFORNIA)
COUNTY OF ~~FLORIDA~~ MARIN)

I HEREBY CERTIFY that, on this 26th day of JULY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sandra A. Lambert and Tracy Carver, as ^{vice} President and Secretary, respectively, of Hearthstone, Inc., Managing Member of HHP III GP, LLC, General Partner of Hearthstone Multi-Asset Entity C, L.P., a California limited partnership, who are personally known to me ~~or who have produced~~ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

[Signature]
Notary Public in and for the County
and State Aforementioned



[Balance of Page Left Intentionally Blank; Attestations Continued on Page 7]

CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 27 of the Conditional Utility Agreement For Sewer Services dated June 23, 2006.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney



SED/lpk
6/15/07.

P:\Users\lkennedy\My Documents\Environmental Services\K Hovnanian Cambridge Homes
assign & amend.doc

Attachment:
Exhibit "H" - Sewer Connection Fees

Savannah Park

Exhibit A

DESCRIPTION:
(AS PROVIDED)

(A) THE WEST 660 FEET OF THE EAST 810 FEET OF THE NE 1/4 OF SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 25 FEET FOR RIGHT-OF-WAY FOR STATE ROAD NO. 46. CONTAINING 20 ACRES, MORE OR LESS.

(B) BEGINNING ON THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, AT A POINT 150 FEET WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4; THENCE RUN SOUTH AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 30 TO THE WESTERLY BOUNDARY LINE OF THE SANFORD GRANT; THENCE RUN SOUTH 25 DEGREES WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT TO THE SOUTH BOUNDARY LINE OF SAID SECTION 30; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, A DISTANCE OF 728.20 FEET; THENCE RUN NORTH 25 DEGREES EAST AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT A DISTANCE OF 1158 FEET, MORE OR LESS, TO A POINT 810 FEET WEST OF THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN NORTH AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30 TO THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN EAST AND ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 25 FEET FOR PUBLIC ROAD RIGHT-OF-WAY. CONTAINING 22 ACRES, MORE OR LESS.

LESS THE FOLLOWING:

PARCEL 112

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'02" WEST FOR 1722.35 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE SANFORD GRANT LINE; THENCE SOUTH 25° 17'40" WEST ALONG SAID SANFORD GRANT LINE FOR 212.48 FEET; THENCE NORTH 00°14'02" EAST FOR 1914.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WAYSIDE ROAD; THENCE NORTH 89°51'40" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING:

PARCEL 112A

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD; THENCE SOUTH 89°51'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'02" WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 505.00 FEET; THENCE NORTH 89°45'58" WEST FOR 295.00 FEET; THENCE NORTH 00°14'02" EAST FOR 503.08 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89°51'40" EAST FOR 295.01 FEET TO THE POINT OF BEGINNING.

EXHIBIT "H"

Sewer Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total Charges
Multi Family	156	300	156	46,800	\$7.00	\$ 327,600.00
(2) Clubhouses	2	300	2	<u>600</u>	\$7.00	<u>\$ 4,200.00</u>
				47,400		\$ 331,800.00

FEES HAVE NOT BEEN SATISFIED



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: August 16, 2007

Subject: Assignment and Amendment of Conditional Utility Agreements
for Water and Sewer Services for Savannah Park

In response to your recent request, I reviewed the Assignment and Amendment of Conditional Utility Agreements for Water and Sewer Services you transmitted for the above referenced developer's project. The Assignments are acceptable as submitted; however, I did not review the documents for accuracy of capacity allocation or other technical matters.

I am returning the original Assignments for further processing by authorized County personnel and submittal to the Board of County Commissioners at their next regularly scheduled meeting.

Please call if you have any questions.

SED/sb

Attachments:

Assignment and Amendment of Conditional Utility Agreement for Water Services
Assignment and Amendment of Conditional Utility Agreement for Sewer Services

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the "City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement".

District 2 Michael McLean

Bob Briggs

BACKGROUND:

This agreement provides for water and wastewater capacity to serve a proposed 45,000 sf office building currently known as Inwood Office Park and future development located along the west side of Dovera Dr. west of the existing Oviedo Crossings. This property was not part of the City of Oviedo's DRI for the Oviedo Crossings due to the annexation into the City of Winter Springs.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the "City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement".

ATTACHMENTS:

1. Agreement
2. Atty Aprvl Ltr

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

**CITY OF WINTER SPRINGS AND SEMINOLE COUNTY
WHOLESALE WATER AND WASTEWATER SERVICE 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 CITY OF WINTER SPRINGS, a Florida municipal corporation, whose address is 1126 East S.R. 434, Winter Springs, Florida 32708, hereinafter referred to as "WINTER SPRINGS".

W I T N E S S E T H:

WHEREAS, COUNTY owns and operates a water and wastewater system located in Seminole County, Florida; and

WHEREAS, COUNTY has available  water capacity adequate to serve future customers of WINTER SPRINGS; and

WHEREAS, COUNTY has wastewater capacity reserved and available at the Iron Bridge Regional Wastewater Treatment Plant owned by the City of Orlando and located in Seminole County, Florida; and

WHEREAS, WINTER SPRINGS wishes to connect to the COUNTY's water and wastewater system and purchase water and wastewater capacity on a wholesale basis from COUNTY to serve its future customers,

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements and promises herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

SECTION 2. DEFINITIONS. The parties agree that in constructing this Agreement, the following words, phrases and terms shall have the following meanings unless the context clearly indicates otherwise:

2.1 "Agreement" means this City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement as it may from time to time be modified.

2.2 "Collection Facilities" means the lines, pipes, meters and appurtenant equipment owned, operated and maintained by WINTER SPRINGS to collect wastewater and to transmit the same to the COUNTY's Transmission Facilities.

2.3 "County Wastewater System"  means the COUNTY's Transmission Facilities and the COUNTY's allocated wholesale capacity at the Iron Bridge Wastewater Treatment Plant.

2.4 "County Water System" means those Production and Transmission Facilities owned and operated by the COUNTY.

2.5 "Distribution System" means those lines, pipes, meters and all other appurtenant equipment and facilities used to distribute potable water from the point of connection to individual customers and property owners.

2.6 "GPD" means gallons per day, average annual basis.

2.7 "Iron Bridge Wastewater Treatment Plant" or "Iron Bridge Facility" means those sewage treatment and disposal facilities used by COUNTY through agreement with the City of Orlando to treat wastewater

and detain, transmit and dispose of said treated wastewater in accordance with applicable regulatory requirements.

2.8 "Production and Transmission Facilities" means those lines, pumps, meters and other appurtenant equipment and facilities used by COUNTY to transmit water from the point of production to WINTER SPRINGS' point of connection.

2.9 "Transmission Facilities" means those lines, pipes, force mains, pumps, meters and appurtenant equipment and facilities used by COUNTY to transmit wastewater from the point of connection at the WINTER SPRINGS Collection Facilities to the Iron Bridge Facility or another COUNTY wastewater treatment facility.

2.10 "Wastewater Connection Fees" means those fees and charges established and collected by COUNTY to pay for wastewater service capacity sold hereunder.



2.11 "Wastewater Service Capacity" means the amount of wastewater flow measured in GPD which WINTER SPRINGS wishes to purchase from COUNTY and which COUNTY agrees to accept in its Transmission Facilities in accordance with this Agreement.

2.12 "Water Connection Fees" means those fees and charges established and collected by COUNTY to pay for water service capacity sold hereunder.

2.13 "Water Service Capacity" means the amount of water flow measured in GPD which WINTER SPRINGS wishes to purchase from COUNTY and which COUNTY agrees to sell and allocate from the COUNTY water system in accordance with this Agreement.

SECTION 3. PURPOSE. Subject to the terms and conditions hereinafter set forth, COUNTY shall sell and deliver to WINTER SPRINGS and WINTER SPRINGS shall purchase and receive from COUNTY wastewater and water service (hereinafter referred to as "Service"), as set forth herein. It is mutually acknowledged by both parties that the intent of this Agreement is for COUNTY to wholesale water and wastewater service to WINTER SPRINGS for WINTER SPRINGS to service its future customers.

SECTION 4. TERM. This Agreement shall continue in effect for ten (10) years from the date of execution hereof by the parties and shall be renewable for additional periods of ten (10) years each with the mutual consent of the parties. The parties shall have the option to terminate this Agreement by providing not less than sixty (60) days advance written notice of the effective date of termination in the manner specified in Section 21 hereunder.

SECTION 5. PROVISION OF WATER SERVICE CAPACITY. COUNTY shall provide Water Service Capacity to WINTER SPRINGS in the following manner and subject to the following terms and conditions:

5.1 Capacity Purchase.

(a) The parties acknowledge that WINTER SPRINGS has projected future Water Service Capacity needs of 4,500 GPD from COUNTY's water system. The COUNTY's obligation to provide the future needs of 4,500 GPD shall be contingent upon WINTER SPRINGS' payment to the COUNTY of applicable Water Connection Fees upon the COUNTY's execution of the Florida Department of Environmental Protection (FDEP) permit application for said capacity or any portion thereof during

this Agreement. If Water Connection Fees are not paid, all rights and obligations to the water capacity purchase of 4,500 GPD under this Agreement shall be terminated to the extent that such water capacity has not been purchased by WINTER SPRINGS.

(b) WINTER SPRINGS agrees to provide to the COUNTY, on or before October 1, 2008, and annually thereafter, a three (3) year projection of its Water Service Capacity needs.

(c) The COUNTY agrees to provide WINTER SPRINGS an option to reserve and purchase 33,500 GPD of additional capacity by payment of applicable Water Connection Fees; provided, however, that WINTER SPRINGS notifies the COUNTY at least two (2) years prior to the date that such additional capacity is needed. Any capacity not purchased by WINTER SPRINGS on or before the termination date of this Agreement shall be available for other COUNTY uses.

5.2 Operation and Maintenance of Production and Transmission Facilities. WINTER SPRINGS shall be responsible for the operation, maintenance and replacement of the Distribution System up to and including the point of connection to the COUNTY's Production and Transmission Facilities. Said point of connection is depicted on the map attached hereto and incorporated herein as Exhibit "A".

5.3 Metering.

(a) WINTER SPRINGS shall purchase, furnish and install metering equipment capable of measuring all flows from the COUNTY's Transmission System to the point of connection. The metering equipment shall remain the property of WINTER SPRINGS. WINTER SPRINGS shall be solely responsible for the operation, maintenance and

replacement of the metering equipment. COUNTY shall have the right to read the meter at any time and the right to free access thereto for meter reading, testing and billing purposes.

(b) The metering equipment shall be approved by the COUNTY, installed at a readily accessible location and be of standard make and type suitable for billing purposes. The metering equipment shall record flow with an error rate not exceeding plus or minus two percent ($\pm 2\%$) of full scale reading. In calculating any billing adjustment, the COUNTY shall assume that the metering equipment inaccuracy existed for one-half ($1/2$) of the entire time interval between metering equipment accuracy checks by either party. A billing adjustment shall be made at the rate established in accordance with Section 7 hereof. The volume used in the billing calculations shall be adjusted as described herein. 

(c) WINTER SPRINGS, at its expense, shall periodically inspect and test the metering equipment, at intervals recommended by the manufacturer unless otherwise requested by COUNTY. Written results of any meter inspections shall be provided by WINTER SPRINGS to COUNTY within ten (10) days of such inspections.

5.4 Water Service Capacity. The parties agree that after connection of WINTER SPRINGS' Collection Facilities to the COUNTY's Production and Transmission Facilities as provided herein, the COUNTY shall continuously provide to WINTER SPRINGS in accordance with this Agreement, Water Service Capacity which complies with all applicable governmental requirements; provided, however, the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation

to provide Water Service Capacity to the public generally. Upon connection of WINTER SPRINGS' Collection Facilities to the point of connection, any customers that connect into WINTER SPRINGS' Collection Facilities shall be customers of WINTER SPRINGS and pay WINTER SPRINGS' rates, fees, charges and deposits for water service.

SECTION 6. WATER CONNECTION FEES.

(a) As to the 4,500 GPD of Water Service Capacity reserved pursuant to subsection 5.1 herein, WINTER SPRINGS shall pay COUNTY Water Connection Fees at the COUNTY rate in effect at the time Water Connection Fees are paid to the COUNTY.

(b) WINTER SPRINGS shall pay to the COUNTY Water Connection Fees upon execution of FDEP permits for said capacity or any portion thereof. WINTER SPRINGS shall be solely responsible for the collection of the Water Connection Fees for each unit to be served; failure to collect the Water Connection Fees shall not relieve WINTER SPRINGS from its obligation to pay the COUNTY for the Water Connection Fees as agreed herein.

SECTION 7. WHOLESALE WATER USER CHARGES. COUNTY agrees to provide Water Service Capacity for use by WINTER SPRINGS in accordance with the terms and conditions set forth herein for a charge of \$1.13 per 1,000 gallons of water. COUNTY agrees to bill WINTER SPRINGS monthly based upon the number of gallons of water which pass through each meter each month. WINTER SPRINGS agrees to provide COUNTY with billing summaries of each account provided service within ten (10) days of the billing date. The billing summary for each metered service account shall include the meter reading for the prior month,

the current meter reading and the total gallons billed for that meter. WINTER SPRINGS agrees to pay for all water transmitted to the COUNTY'S Production and Transmission Facilities at this rate and make payments to COUNTY within forty-five (45) days from the date of the COUNTY'S bill. Failure to do so shall be considered a default by WINTER SPRINGS and processed as set forth in Section 17 herein.

SECTION 8. PROVISION OF WASTEWATER SERVICE CAPACITY. COUNTY shall provide Wastewater Service Capacity to WINTER SPRINGS in the following manner and subject to the following terms and conditions:

8.1 Capacity Purchase.

(a) The parties acknowledge that WINTER SPRINGS has projected future Wastewater Service Capacity needs of 4,500 GPD of COUNTY'S wastewater capacity allocation at the Iron Bridge Facility. The COUNTY'S obligation to provide the future needs of 4,500 GPD shall be contingent upon WINTER SPRINGS' payment to the COUNTY of applicable Wastewater Connection Fees upon the COUNTY'S execution of the FDEP permit application for said capacity or any portion thereof during this Agreement. If Wastewater Connection Fees are not paid, all rights and obligations to the wastewater capacity purchase of 4,500 GPD under this Agreement shall be terminated to the extent that such wastewater capacity has not been purchased by WINTER SPRINGS.

(b) WINTER SPRINGS agrees to provide to the COUNTY, on or before October 1, 2008, and annually thereafter, a three (3) year projection of its Wastewater Service Capacity needs.

(c) The COUNTY agrees to provide WINTER SPRINGS an option to reserve and purchase 30,000 GPD of additional capacity by payment

of applicable Wastewater Connection Fees; provided, however that WINTER SPRINGS notifies the COUNTY at least two (2) years prior to the date that such additional capacity is needed. Any capacity not purchased by WINTER SPRINGS on or before the termination date of this Agreement shall be available for other COUNTY uses.

8.2 Operation and Maintenance of Collection Facilities. WINTER SPRINGS shall be responsible for the operation, maintenance and replacement of its Collection Facilities including the master lift station to the point of connection to the COUNTY's Transmission Facilities. Said point of connection is depicted on Exhibit "A".

8.3 Wastewater Service Capacity. The parties agree that after connection of WINTER SPRINGS' Collection Facilities to COUNTY's Transmission Facilities as provided herein, the COUNTY shall continuously provide to WINTER SPRINGS in accordance with this Agreement, Wastewater Service Capacity which complies with all applicable governmental requirements; provided, however, the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide Wastewater Service Capacity to the public generally. Upon connection of WINTER SPRINGS' Collection Facilities to COUNTY's Transmission Facilities, any customers that connect into WINTER SPRINGS' Collection Facilities shall be customers of WINTER SPRINGS and pay WINTER SPRINGS' rates, fees, charges and deposits for wastewater service.

SECTION 9. WASTEWATER CONNECTION FEES.

(a) As to the 4,500 GPD of Wastewater Service Capacity reserved pursuant to subsection 8.1 herein, WINTER SPRINGS shall pay COUNTY

Wastewater Connection Fees at the COUNTY rate in effect at the time Wastewater Connection Fees are paid to the COUNTY.

(b) WINTER SPRINGS shall pay to the COUNTY Wastewater Connection Fees upon execution of FDEP permits for said capacity or any portion thereof. WINTER SPRINGS shall be solely responsible for the collection of its Wastewater Connection Fees for each unit to be served; failure to collect its Wastewater Connection Fees shall not relieve WINTER SPRINGS from its obligation to pay the COUNTY for the Wastewater Connection Fees as agreed herein.

SECTION 10. WHOLESALE WASTEWATER USER CHARGES. COUNTY agrees to provide Wastewater Service Capacity for use by WINTER SPRINGS in accordance with the terms and conditions set forth herein for a charge of \$2.80 per 1,000 gallons of wastewater. COUNTY agrees to bill WINTER SPRINGS monthly based upon  the number of water gallons metered each month by WINTER SPRINGS. WINTER SPRINGS agrees to pay for all wastewater transmitted to the COUNTY's Transmission Facilities at this rate and make payments to COUNTY within forty-five (45) days from the date of the COUNTY's bill. Failure to do so shall be considered a default by WINTER SPRINGS and processed as set forth herein.

SECTION 11. RETURN OF UNUSED CAPACITY. If WINTER SPRINGS is unable to use all or any portion of the Water and/or Wastewater Service Capacity reserved hereunder, WINTER SPRINGS may request in writing to return said surplus to COUNTY. The COUNTY may purchase such surplus capacity from WINTER SPRINGS at the rate originally paid by WINTER SPRINGS for said Water and/or Wastewater Service Capacity. WINTER SPRINGS shall not be entitled to nor shall receive any interest

on the fees or charges paid to the COUNTY. The COUNTY may defer the purchase thereof until it has identified a qualified customer or customers ready, willing and able to pay the applicable Water and/or Wastewater Connection Fees and until said customer has paid the Water and/or Wastewater Connection Fees.

SECTION 12. CHANGE OF RATES. In the event COUNTY during this Agreement proposes a new rate schedule or amended rate schedule applicable to wholesale water or wastewater service, the COUNTY shall forward to WINTER SPRINGS a copy of such proposed rate commencing with the next billing period after the effective date. The purpose of this Section is disclosure only and shall not grant WINTER SPRINGS any right to appeal any rate increase. COUNTY hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under wholesale water or wastewater service and agrees that, during this Agreement, WINTER SPRINGS shall continue to be billed at the lowest available rate for equivalent wholesale water or wastewater service.

SECTION 13. PRETREATMENT REQUIREMENTS.

(a) WINTER SPRINGS agrees that the COUNTY, in the operation and maintenance of its water and wastewater systems, has certain obligations to protect the health, safety and welfare of the public and prevent undue burden to the COUNTY's customers resulting from extraordinary discharges attributable to WINTER SPRINGS. WINTER SPRINGS shall ensure that wastewater discharged into the COUNTY's Transmission Facilities complies with the pretreatment requirements of Seminole County Code, Part 5, Chapter 270, known as the "Industrial

Pretreatment Ordinance" or the "Seminole County Wastewater System Rules". WINTER SPRINGS shall comply with applicable Federal and State pretreatment regulations and standards, including, but not limited to, 40 Code of Federal Regulations and Chapter 62-265, Florida Administrative Code. WINTER SPRINGS shall comply with Federal, State and local statutes, laws, ordinances, resolutions, rules and regulations relating to use of and discharge to the COUNTY's water and wastewater system as may be adopted from time to time by governmental entities. COUNTY shall provide WINTER SPRINGS with copies of applicable COUNTY ordinances, resolutions, rules and regulations now in effect and as same may be adopted or amended by COUNTY from time to time.

(b) The parties agree that a violation of said Seminole County Wastewater System Rules may not  be construed as a default by WINTER SPRINGS hereunder provided this discharge is not the fault of WINTER SPRINGS and WINTER SPRINGS uses due diligence and emergency police powers as required to ensure such discharge is discontinued and future potential discharges are prevented.

SECTION 14. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto.

SECTION 15. LIABILITY. COUNTY shall make all reasonable efforts to prevent interruption of service, and when such interruptions occur, shall endeavor to reestablish service with the shortest possible delay consistent with safety to its customers and the general public.

SECTION 16. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations herein to any other party.

SECTION 17. DEFAULT.

(a) Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default, or specific performance to enforce this Agreement, subject to State law.

(b) In the event of a default by WINTER SPRINGS, COUNTY agrees that it shall not discontinue service to WINTER SPRINGS provided all payments for service required hereunder are made by WINTER SPRINGS and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event WINTER SPRINGS disputes the amount payable for service pursuant to this Agreement, WINTER SPRINGS shall continue to make such payments but may make such payments under protest.

(c) In the event of default by COUNTY, WINTER SPRINGS shall be entitled to any and all remedies available to customers of the COUNTY water and wastewater systems. Each of the parties hereto shall give the other party written notice of any defaults hereunder, allow the defaulting party thirty (30) days from the date of receipt to cure such defaults and otherwise comply with any State law to resolve disputes between local governments.

SECTION 18. FORCE MAJEURE. In the event any party hereunder fails to satisfy in a timely manner any requirements by this Agreement, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

SECTION 19. PUBLIC RECORDS LAW. Each party shall allow public access to all documents, papers, letters or other material which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

SECTION 20. CONFLICT OF INTEREST.

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

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

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

SECTION 21. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

For WINTER SPRINGS:

Ronald W. McLemore, City Manager
City of Winter Springs
1126 E. S.R. 434
Winter Springs, FL 32708

For COUNTY:

Seminole County Manager
Seminole County Services Building 
1101 E. First Street
Sanford, FL 32771

With a copy to:

Seminole County Attorney
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

SECTION 22. 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 if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 23. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when and executed and delivered, shall be original but all counterparts shall together constitute one and the same instrument.

SECTION 25. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

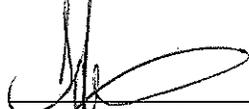
SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the parties shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the acts contemplated to be performed herein, including those in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 27. GOVERNING LAW. This Agreement shall be governed by and construed, controlled and interpreted 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 29. ENTIRE AGREEMENT: EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the purposes herein expressed on the date and year first above written.

ATTEST:



ANDREA LORENZO-LUACES
City Clerk

CITY OF WINTER SPRINGS

By: 

JOHN F. BUSH, Mayor

Date: 8/13/2007



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

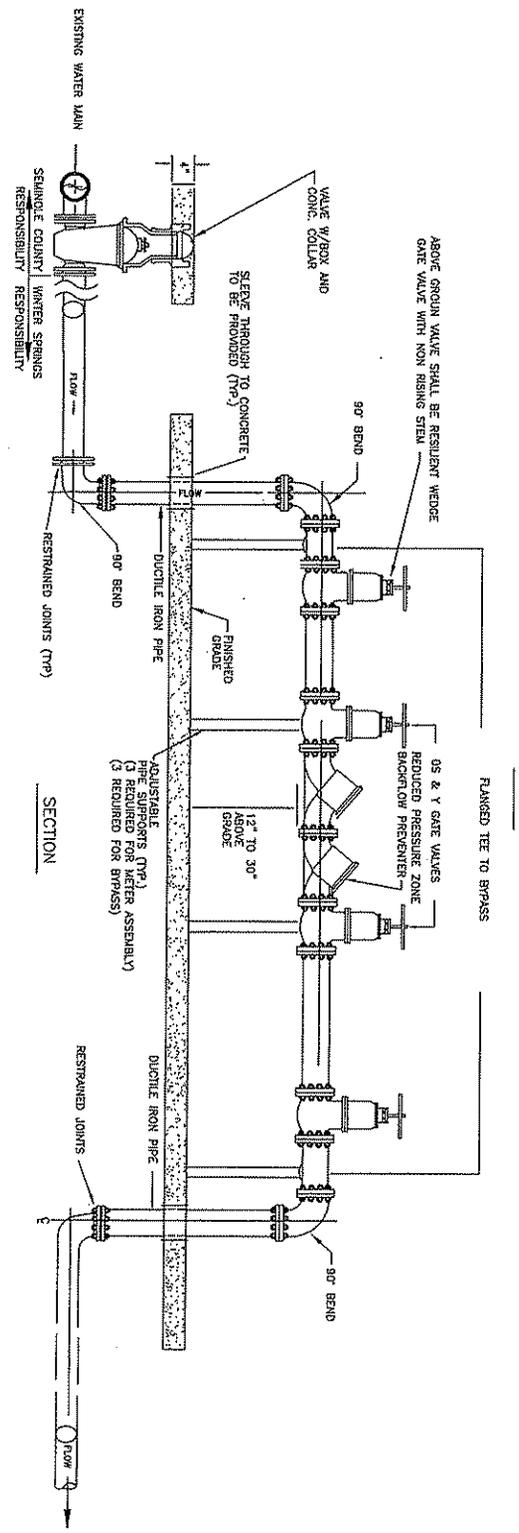
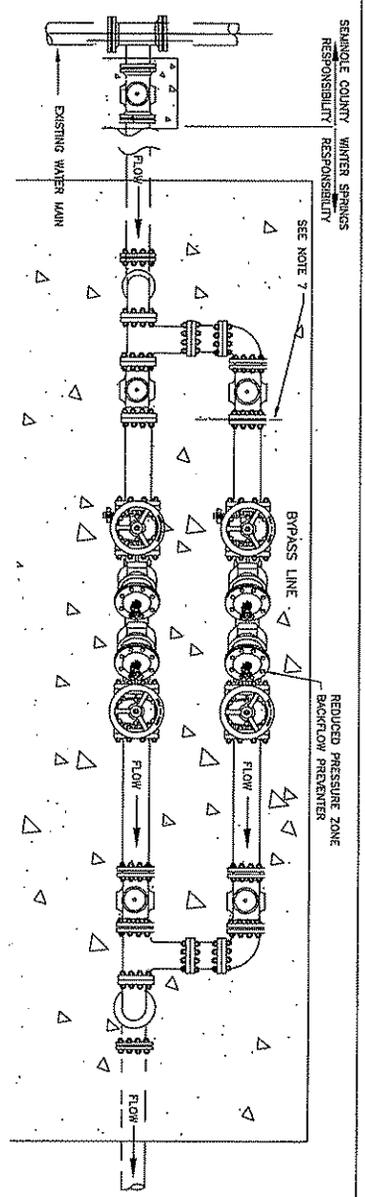
County Attorney

SED/lpk
6/25/07

P:\Users\lkennedy\My Documents\Environmental Services\wholesale water wastewater-Winter Springs.doc

Attachment:

Exhibit "A" - Map of Connection Points/Water and Sewer



- NOTES:
1. THE OWNER/CONTRACTOR, AT HIS OR HER OWN EXPENSE, SHALL INSTALL, OPERATE, TEST AND MAINTAIN APPROVED BACKFLOW PREVENTION ASSEMBLIES AS DIRECTED BY THE WATER AND SEWER DIVISION. ALL PIPE AND FITTINGS ABOVE GRADE SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
 2. ALL PIPE AND FITTINGS THREE (3) INCHES AND LARGER SHALL BE RESTRAINED JOINT DUCTILE IRON PIPE. ABOVE GRADE JOINTS SHALL BE FACTORY-FLANGED. BELOW GRADE JOINTS MECHANICAL RESTRAINED JOINT ENDS.
 3. THE ABOVE GROUND BYPASS LINE SHALL BE SIZED FOR FIRE FLOW REQUIREMENTS.
 4. BACKFLOW PREVENTER REQUIREMENTS:
REDUCED PRESSURE ZONE (RPZ)

5. PAINT ENTIRE ASSEMBLY BLACK AND FINISH WITH 2 COATS OF EXTERIOR ENAMEL. LABELS MUST BE PROTECTED.
6. CONCRETE PAD SHALL EXTEND 3 FT. OUT FROM OUTSIDE EDGE OF ABOVE GROUND PIPING, ALL AROUND, AND SHALL BE MONOLITHIC AND CONTINUOUS.
7. SEMINOLE COUNTY LINE OF RESPONSIBILITY AFTER SYSTEM IS ACCEPTED BY REGULATORY AUTHORITIES AND SEMINOLE COUNTY SHALL BE UP TO THE DOWNSTREAM FLANGE OF THE MAIN ISOLATION VALVE AFTER THE WET TAP. (SEE ABOVE DRAWING)

ISOLATION VALVE AS SHAWN ABOVE

Klima Weeks
CIVIL ENGINEERING

385 DUNCAN AVE. STE. 200
ATLANTA, GEORGIA 30318
TEL: 404.527.1111
FAX: 404.527.1118
WWW.KLIMAWEEKS.COM

**INWOOD OFFICE BUILDING
FOR
HUNTON BRADY ARCHITECTS
UTILITY DETAILS**

Revised: _____
Date: _____
Drawn by: _____
Checked by: _____
Title: _____
Project number: _____
Revision: _____

EXHIBIT-A
2 OF 2



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: August 22, 2007

Subject: Wholesale Water and Wastewater Service Agreement between the
City of Winter Springs and Seminole County

In response to your recent request, I reviewed the City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement proposed between the City of Winter Springs and Seminole County. The Agreement is acceptable as submitted; however, I did not review the Agreement for accuracy of capacity allocation or other technical matters.

I am returning the original document for further processing by authorized County personnel.

Please call if you have any questions.

SED/sb

Attachment:

City of Winter Springs and Seminole County Wholesale Water and Wastewater Service Agreement

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: General Mills Hometown Helper Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve to submit a grant application to General Mills Sales, Inc., requesting \$15,000 through their Hamburger Helper - Hometown Helper Grant Program for enhancements to the Ed Yarborough Nature Center; and authorize the County Manager to execute supporting documents.

District 2 Michael McLean

Jennifer Bero

BACKGROUND:

General Mills Sales, Inc. is offering the Hamburger Helper - Hometown Helper Grant Program to support small projects which help hometowns across America. The program seeks to fund initiatives which bring about a positive impact within the community.

Staff is seeking approval from the Board to pursue the grant for enhancements to the Ed Yarborough Nature Center. If awarded, funds would be used to create an ADA accessible trail through the demonstration garden and augment the wetland habitat display with interpretation. These improvements would assist with better educating the public on the natural environment of Central Florida.

Due September 30, 2007, the proposed application would request \$15,000. No matching funds are required for this grant program.

STAFF RECOMMENDATION:

Staff recommends the Board approve to submit a grant application to General Mills requesting \$15,000 through their Hamburger Helper - Hometown Helper Grant Program for enhancements to the Ed Yarborough Nature Center; and authorize the County Manager to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Summary

Additionally Reviewed By: No additional reviews

**GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION**

FUNDER: General Mills Sales, Inc.

DATE DUE: September 30, 2007

PROJECT TITLE: Nature Center Enhancements

DEPARTMENT: Leisure Services

PROJECT INITIATOR(S): Amy Raub, Natural Lands Program

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Amy Raub

PROJECT DESCRIPTION: The Ed Yarborough Nature Center has thousands of visitors each year, children and adults alike. However, due to safety hazards, the existing trail through the native demonstration garden is not accessible to persons in wheelchairs or to those who experience difficulty walking. Construction of an ADA accessible trail through the garden would allow these individuals to visit the garden. A second enhancement the grant would fund is renovation to the wetland habitat display. This display would comprise reptile and amphibian animals, including an alligator display and authentic habitat vegetation displays.

TOTAL AMOUNT REQUESTED: \$15,000

MATCHING FUNDS (IF APPLICABLE): \$ 0

SOURCES OF MATCH: n/a

TOTAL PROJECT COST: \$15,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #07-91 - \$67,000 - Environmental Services - Water and Sewer Operating Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-91 to the Water and Sewer Operating Fund in the amount of \$67,000 to provide additional funding for credit card fees.

County-wide

Lin Polk

BACKGROUND:

This is an appropriation of Water and Sewer Operating Reserves to contractual services to cover a deficit balance in line item related to credit cards fees and provide for remaining fiscal year fees. The County incurs approximately a \$2 processing fee each time a customer pays their water bill with a credit card. Customers utilizing credit cards have tripled in the last couple of years. The FY 2006/07 budget had not been adjusted for this increase and has resulted in a deficit balance. FY 2005/06 actual costs were \$77K and FY 2006/07 fees are projected to total \$102K, a 32% increase.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) # 07-91 to the Water and Sewer Operating Fund in the amount of \$67,000 to provide additional funding for credit card fees.

ATTACHMENTS:

1. BAR 07-91

<p>Additionally Reviewed By: No additional reviews</p>

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
K Huffman Analyst	8/24/07 Date
Budget Manager	Date
Director	Date
07-91 BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Environmental Services**
Fund(s): **Water and Sewer Operating**

PURPOSE: Appropriation of Water and Sewer Operating Reserves to provide additional funding for credit card fees.

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
40100.999903.599998		Reserve for Contingencies	67,000
Total Sources			\$67,000

Uses:

Account Number	Project #	Account Title	Amount
40100.087002.530340		Contracted Services	67,000
Total Uses			\$67,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Carlton Henley
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Request to schedule and advertise a public hearing for the Consolidated Street Lighting Ordinance

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kimberly Bishop-Hargis

EXT:

MOTION/RECOMMENDATION:

Authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance.

County-wide

Kathy Moore

BACKGROUND:

The Consolidated Street Lighting District Ordinance is recodified each year to include newly created street lighting districts and to make any necessary changes to existing districts. A public hearing is required to adopt the Ordinance, authorizing implementation of the new districts and any changes to existing districts effective October 1, 2008. Consistent with prior hearings, this public hearing will likely be scheduled for January 2008.

STAFF RECOMMENDATION:

Staff recommends that the Board authorize the scheduling and advertising of a public hearing for updating the Consolidated Street Lighting District Ordinance.

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Natural Lands Resolution of Uses**DEPARTMENT:** Leisure Services**DIVISION:** Natural Lands**AUTHORIZED BY:** Joe Abel**CONTACT:** Lori Hartsock**EXT:** 7291**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Natural Lands Resolution of Uses as directed in Part 4, Chapter 190 of the Seminole County Code.

County-wide

Jim Duby

BACKGROUND:

Per Part 4, Chapter 190 of the Seminole County Code, the Board of County Commissioners shall set via Resolution approved uses for Natural Lands. The uses for Geneva, Econ River and Chuluota Wilderness Areas were approved through Resolution 98-R-50. Since that time Lake Jesup, Lake Proctor and Black Hammock Wilderness Areas have come on line and Black Bear has been prepared for public access. The purpose of this Resolution is to, as the code states, "promulgate" a list of approved uses for each Natural Land site.

STAFF RECOMMENDATION:

Staff recommends to approve and authorize the Chairman to execute the Natural Lands Resolution of Uses.

ATTACHMENTS:

1. Resolution
2. Black Hammock Wilderness Area Brochure
3. Chuluota Wilderness Area Brochure
4. Econ River Wilderness Area Brochure
5. Geneva Wilderness Area Brochure
6. Lake Jesup Wilderness Area Brochure
7. Lake Proctor Wilderness Area Brochure
8. Black Bear Wilderness Area Brochure

Additionally Reviewed By: County Attorney Review (Ann Colby)



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Jim DUBY, Manager
Natural Lands Division

Cc: Joe Abel, Director
Leisure Services Department

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: September 17, 2007

Subject: Proposed Resolution - Natural Lands

Attached is the second revised proposed resolution adding a definition for "biking" as requested.

Please give me a call if you have any questions or additional revisions.

AEC/jjr
Attachment:
Resolution (Draft)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2007.

WHEREAS, Section 190.154, Seminole County Code, requires that the County shall, by resolution, promulgate a list of acceptable uses for each Natural Lands parcel; and

WHEREAS, acceptable uses were promulgated for the Geneva, Econ River, and Chuluota Wilderness Areas in Resolution No. 98-R-50; and

WHEREAS, the uses for the Geneva, Econ River, and Chuluota Wilderness Areas need to be modified to further define acceptable uses for those areas; and

WHEREAS, the Lake Proctor, Lake Jesup, Black Bear, Black Hammock Wilderness Areas, and Little Big Econ Canoe Launch are Natural Lands parcels which are either open to the public or ready for public access,

NOW, THEREFORE, BE IT RESOLVED by the Board Of County Commissioners of Seminole County, Florida:

1. That Resolution No. 98-R-50 is repealed in its entirety.
2. That the following uses are approved by the Board of County Commissioners as acceptable uses of their respective Natural Lands parcels:
 - a. **Geneva Wilderness Area:** Hiking, biking, equestrian, and weekend camping (by permit) from Friday noon to Sunday noon.
 - b. **Econ River Wilderness Area:** Hiking, biking, and local equestrian.

c. **Chuluota Wilderness Area:** Hiking, biking, and equestrian.

d. **Lake Proctor Wilderness Area:** Hiking, biking, and equestrian.

e. **Lake Jesup Wilderness Area:** Hiking, biking, and equestrian.

f. **Black Hammock Wilderness Area:** Hiking, biking, and local equestrian (boardwalks excluded).

g. **Black Bear Wilderness Area:** Hiking, biking, and local equestrian.

h. **Little Big Econ Launch:** Hiking, biking, and canoe launch.

4. For the purposes of this Resolution, "local equestrian" is defined as ride-in access only with no horse trailer parking available.

5. For the purposes of this Resolution, "biking" shall be defined as non-motorized bicycle use only.

ADOPTED this _____ day of _____, 2007.

ATTEST:

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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

AEC:jjr
8/27/07; 8/31/07; 9/17/07
P:\Users\jroyal\Resolutions\Wilderness Areas.doc

RESOURCE DESCRIPTIONS:



PINE FLATWOODS

This habitat is characterized by its tall slash (*Pinus elliotii*) and longleaf pines, and an understory dominated by Saw Palmetto (*Serenoa repens*). Other trees present include Scrub Oaks such as Myrtle and Chapman, and shrubs such as Shiny Lyonia (*Lyonia lucida*) and Wild Blue Berry. The ground cover may include Wire Grass (*Aristida berychiana*), Golden Aster and Vanilla Plant (*Carphephorus odoratissima*). All these provide food and shelter for wildlife such as the Hispid Cotton Rat (*Sigmodon hispidus*), Red-tailed Hawk and Diamondback Rattlesnake. The central part of the BHWA is the best place to view this habitat type.

SAND PINE SCRUB

Often referred to as Florida's desert, this xeric (dry) habitat exists on sandy well-drained soils of relic dune lines deposited by ancient tides. Today this community is characterized by species such as Sand Pine (*Pinus clausa*), Sand Live Oak, Rusty Lyonia and Rosemary (*Ceratiola ericoides*). These plants and the wildlife as well, must adapt to a hot dry environment where water is scarce and rain soaks through the soil rapidly. The east portion of the Black Hammock Wilderness Area is the best place to view this rare plant community. Wildlife you may observe in this area includes the Eastern Hognose Snake, Southern Fence Lizard (*Sceloporus undulatus*) and Towhee Finch.

Fire plays a key role in the regeneration of this plant community. Historically this habitat would only sustain fire every 30 to 60 years under extreme hot, dry and windy conditions. These very intense fires would burn the entire canopy and ground cover and restart the process of succession from the ground up. Many threatened and endangered species of wildlife such as the Gopher Tortoise, Scrub jay (*Aphelocoma coerulescens*) and Florida mouse (*Peromyscus floridanus*), adapted to these periodic setbacks and can't survive in the mature system that results from lack of fire. Restoration of the Sand Pine Scrub on this site may include the reintroduction of fire and a timber harvest of the mature Sand Pines.



Cotton Mouse



Barred Owl

MIXED HARDWOOD SWAMP

Bald Cypress, Black Gum (*Nyssa sylvatica*) and Red Maple Trees form a dense canopy that creates a shaded, cool microclimate for a diverse assemblage of wildlife. Among the ground cover of ferns and rotting logs you might observe Slimy Salamanders and Broad-headed Skinks (*Eumeces laticeps*), while from the canopy you might be greeted by the call of a Red-shouldered Hawk. These swamps serve as important filters and flood storage areas for water making its way to Lake Jesup.

HYDRIC HAMMOCK

This habitat often exists in association with hardwood swamps, forming a transition to higher upland habitats or on areas of slightly higher elevation in broad flood plains. Soil is mostly level and poorly drained and very rich in organic composition. Some trees you would expect to find in this habitat include: Cabbage Palm, Hackberry, Live Oak, Water Oak, and Sweet Gum. In the shrub layer you may see Needle Palm, Wax Myrtle and Wild Azalea. Ground cover could include several ferns, and vines such as Cinnamon Fern, Poison Ivy, Virginia Creeper, and Trumpet Vine. Wildlife which frequent this habitat includes the Barred Owl, Eastern Mud Snake and Luna Moth.

BAYHEAD SWAMP

A few isolated examples of this plant community, dominated by a variety of Bay Trees, can be found in low areas on the eastern portion of this site. Bayheads are generally associated with low spots in or adjacent to Pine Flatwoods. Sweet bay (*Magnolia virginiana*), Loblolly Bay and Pond Pines compose a canopy that provides shade for understory species such as Button Bush and Wax Myrtle (*Myrica cerifera*). The ground is covered by a variety of ferns, such as Royal and Nettle Chain Fern and other species like Lizard's Tail. Wildlife observed in this habitat includes the Cotton Mouse (*Peromyscus gossypinus*), Slimy Salamander and Red-eyed Vireo.

Resource Based Recreation:

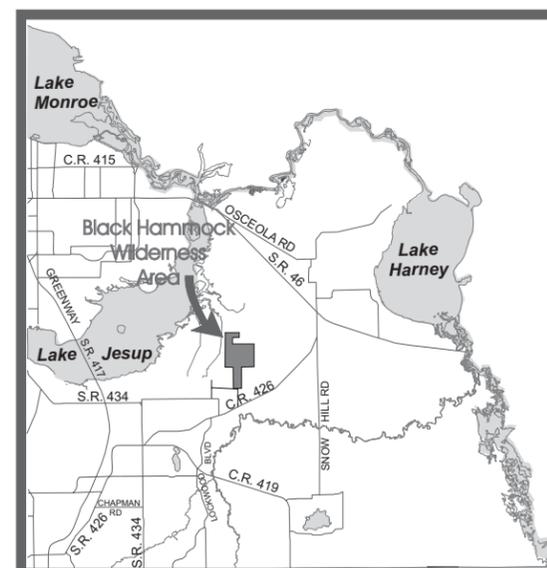


The 700 acre Black Hammock Wilderness Area is located on the east side of Seminole County, east of Lake Jesup. You can find it by taking SR 46 east from Sanford to CR 426, turn south (right) and travel to Barr Street and turn left into the parking area. This is a joint parking area for the Little Big Econ State Forest and Seminole County's Cochran Trail which traverses through the Wilderness Area.

This site's variety of habitats and beautiful trail system is sure to make it a popular destination for local equestrians (no trailer parking), mountain bikers, hikers and other outdoor enthusiasts. Remember that all plants and animals are protected and to increase your chances of viewing them, please be quiet and keep pets on a leash. Be courteous to other users and pack out any trash/waste you bring in.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

Vicinity Map



For More Information Contact:
Seminole County Natural Lands Program
407 349-3048
Or visit the Seminole County website at:
www.seminolecountyfl.gov/natland

Published May 2006

Seminole County



Natural Lands Program



Hognose Snake



Hammock Trail

Black Hammock Wilderness Area

BLACK HAMMOCK WILDERNESS AREA Management Plan

The Black Hammock Wilderness Area is a 700 acre wooded site located in east Seminole County, on the southeast side of Lake Jesup. A joint purchase with the St. Johns Water Management District, this land was acquired as part of a comprehensive effort to preserve significant habitat along the shores of Lake Jesup. A walk on the approximately 4.5 miles of trails will take you through habitats such as Hydric Hammock, Mixed Hardwood Swamp, Pine Flatwoods, and Sand Pine Scrub. Wildlife observed on this site includes the Barred Owl, White-tailed deer, Bobcat and Eastern Coral Snake.

MANAGEMENT OBJECTIVES

Resource Management

Promote and enhance bio-diversity through a variety of techniques.

Prescribed Burning: Reduces fuel loads and is needed to maintain the existing natural community. Many of Florida's plant communities depend on fire to maintain diversity by opening the canopy and promoting seed germination.

Restoration: Restoration on this site will focus on the reintroduction of fire to restore the flatwoods, and sand pine scrub habitats. The latter may require other methods such as mechanical manipulation due to the intense nature of fire in this habitat and the close proximity of residential structures. The hydric hammock and mixed hardwood swamps are the predominant habitat types and have been somewhat altered through historic ditching and canalization. The effects of these activities will be assessed and possible restoration closely evaluated.

Preservation: The major focus will be the preservation of the important function of the wetlands on site as they filter water on its way to Lake Jesup. Impacts in these areas will be reduced or kept to a minimum.

Monitoring: By the continuous collection of data over a period of time we are able to assess land management practices, make adjustments where necessary and determine if resource goals are being attained.



Diamondback Rattlesnake



Green Anole

EDUCATION

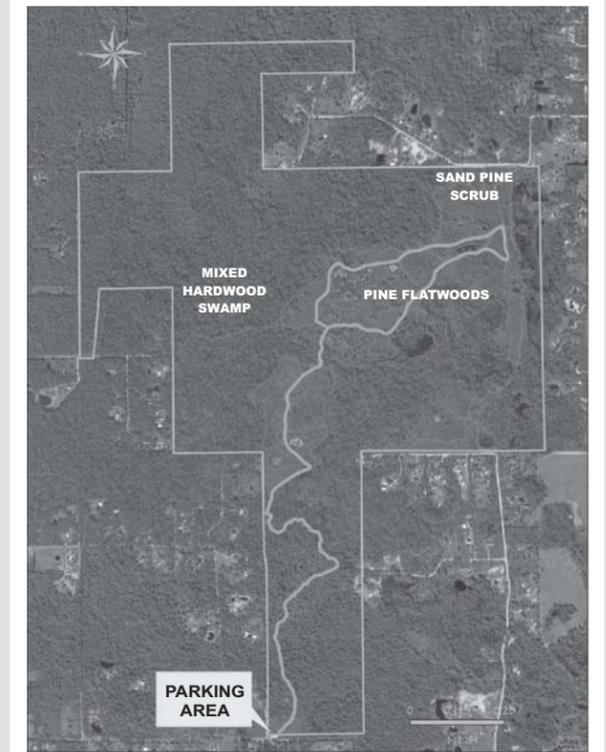
As with other County Wilderness Areas this site will serve as an outdoor classroom for students and public volunteers of all levels. Topics such as prescribed fire, wildlife management and water quality are but a few of the many fields of applied science that can be interpreted through signage and special presentations to visiting students. Through the Green Seminole Project, these students will have the opportunity to participate in the hands-on management of this wilderness area.



Golden Rod



TRAILS AND ACCESS



Property Boundary Trail System Unmarked Trails

TRAILS

The 4.5 mile trail system at the Black Hammock Wilderness Area consists of one main loop trail blazed in red and several connecting trails which provide access for the local community. A boardwalk from the entrance on Howard Avenue provides an excellent look at the namesake hammocks so typical of this region and is ADA accessible. From there, the trails continue through pine flatwoods and sand pine scrub habitats. In an effort to protect the resources of this relatively small wilderness area, the trail system is limited to hikers, bikers and local equestrians (no trailer parking available). Boardwalks are intended for hikers and cyclist and not meant for equestrian use.



RESOURCE DESCRIPTIONS:

The Chuluota Wilderness Area has an array of natural communities such as Pond Pine Flatwoods, Sand Pine Scrub and Bay Swamps. Some of the more common natural communities and a sample of the plant and animal species that may be found include:



MESIC HAMMOCK

A mesic hammock community can be found in two locations, one at the south end of the pasture and the other along the southern property boundary west of the hardwood swamp. These areas cover approximately 32 acres and have a canopy dominated by laurel oak, southern magnolia (*Magnolia grandiflora*), and pignut hickory (*Carya glabra*). The subcanopy is fairly open with scattered saw palmetto, wild olive (*Osmanthus americanus*) and cabbage palm. Wildlife observed in this area includes barred owl, ground skink (*Scincella lateralis*) and nine-banded armadillo.

SAND PINE SCRUB

A Sand Pine Scrub community comprises approximately 160 acres of the Chuluota Wilderness Area. This is an important, large ecological community located mostly in the western portion of the property on well drained, sandy soils. The canopy is composed mainly of sand pine (*Pinus clausa*), the subcanopy of chapman oak, myrtle oak and sand live oak (*Quercus geminata*). Wildlife species which frequent this habitat include southern fence lizard (*Sceloporus undulatus*), gopher tortoise and bobwhite quail.



Prickly Pear Cactus

Pond Pine Flatwoods

BAY SWAMP

Bay swamp covers approximately 46 acres of this site with the majority occurring in the southeast portion. The canopy of this community includes sweet bay magnolia (*Magnolia virginiana*), pond pine, red maple and black gum (*Nyssa sylvatica*). The ground is covered by a variety of ferns such as royal and cinnamon, and other species such as lizard's tail (*Saururus cernuus*). Wildlife observed in this community would include peninsula ribbon snake, yellow-billed cuckoo and cotton mouse (*Peromyscus gossypinus*).

POND PINE FLATWOODS

This is the largest vegetative community located on the Chuluota wilderness area, covering about 162 acres in the northeast and east portions of the site. The canopy is dominated by pond pine (*Pinus serotina*) and includes slash pine and cabbage palm (sabal palmetto). This community exist primarily on wet, mucky, fine sands that are high in organics and experiences seasonal flooding. Wildlife observed in this habitat includes white-tailed deer (*Odocoileus virginianus*), wild hog (an exotic) and wild turkey.

FRESHWATER MARSH

Two isolated marshes occur in the central portion of this site totaling about 3 acres. These depressional marshes are seasonally inundated by rains and high ground water. They serve as important breeding grounds for several species of amphibians such as the gopher frog (*Rana areolata aesopus*) and the barking treefrog (*Hyla gratiosa*), as well as being favorite feeding grounds for deer and wading birds.

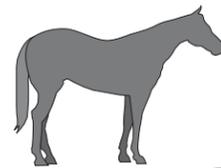
RECREATIONAL OPPORTUNITIES:



HIKING



BIKING



HORSEBACK RIDING



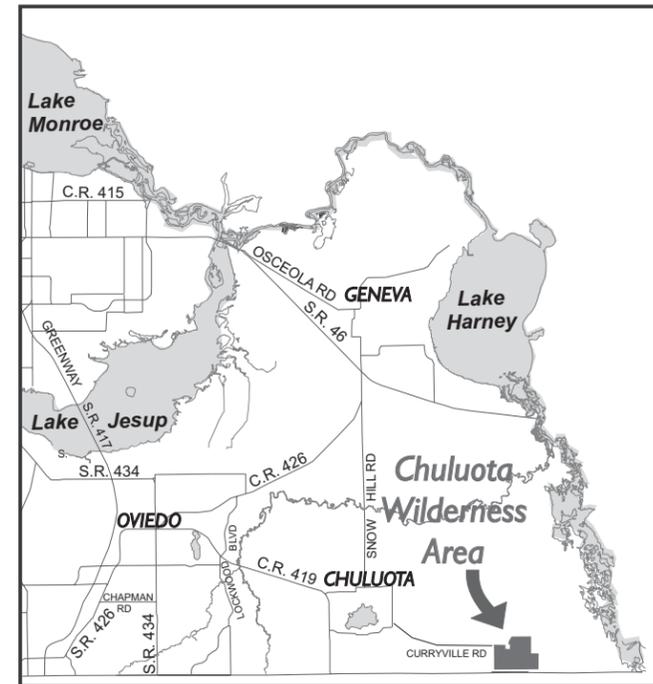
BIRDING

The 625 acre Chuluota Wilderness Area lies in the southeast corner of Seminole County just east of the town of Chuluota. You can find it by taking C.R. 419 south/east to Lake Mills Rd and turn east, to Curryville Road, bear right and follow to the entrance on the south side.

The site's remote location and variety of habitats make it an excellent destination for birdwatching, wildlife study and nature photography. In order to increase your chances of viewing wildlife, please remember to pack out all trash/waste, keep pets on a leash at all times and enjoy the natural surroundings quietly.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

VICINITY MAP



For More Information Contact:
Seminole County Natural Lands
(407) 349-3048

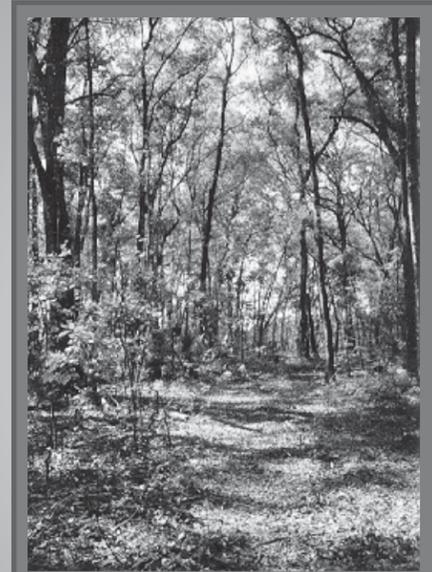
Or visit the Seminole County web site at:
www.seminolecountyfl.gov/natland

Published February 1997

Seminole County



Natural Lands Program



Chuluota Wilderness Area

CHULUOTA WILDERNESS AREA Management Plan

The Chuluota Wilderness Area is a 625 acre natural area located in the southeast corner of Seminole County. It contains a variety of natural systems such as mesic hammock, pond pine flatwoods, hardwood swamp and some rare habitats such as sand pine scrub. These in turn provide food and shelter for an equally diverse population of wildlife which includes white-tailed deer, gopher tortoise, sherman's fox squirrel and the eastern diamond-back rattle snake.

MANAGEMENT OBJECTIVES

Resource Management: As with all Seminole County natural lands the primary management objective is to preserve and/or restore the natural, ecological functions of the land while providing a passive resource based recreational experience for the citizens. To accomplish our objectives several methodologies will be employed.

Prescribed fire: Many of the communities on this site will require prescribed burns to restore and maintain their diversity. These burns also reduce fuel loads and the chance of damaging wildfires.

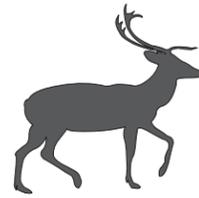
Restoration: Restoration of this site will include control of exotic species such as air yam and tropical soda apple, pasture restoration through replantings and filling of ditches and subgrade trails to restore hydrology .

Preservation: Of particular interest on this property is the large tract of xeric, scrub habitats and isolated ephemeral ponds, both important ecological habitats. These sensitive areas will be monitored closely and impacts kept to a minimum.

Monitoring: By the continuous collection of data over a period of time we are able to assess land management practices and make adjustments where necessary; determining if resource goals are being attained.

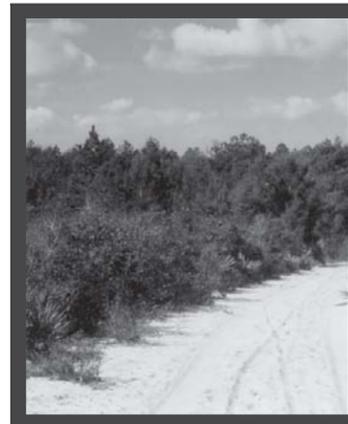
Resource Based Recreation:
Hiking, Mountain Biking, Horseback Riding
and Wildlife Watching

NATURAL RESOURCES AND TRAIL MAP



XERIC OAK SCRUB

This community exists on well drained, fine, sands (Pomello) and covers approximately 85 acres on the west side of the property. The dominant tree species include several xeric oaks, such as sand live, myrtle and chapman oaks (*Quercus chapmani*), with a scattered canopy of sand and longleaf pines. Wildlife likely to occur in this scrubby habitat include the peninsula mole skink, eastern cottontail rabbit (*Sylvilagus floridanus*) and towhee finch.

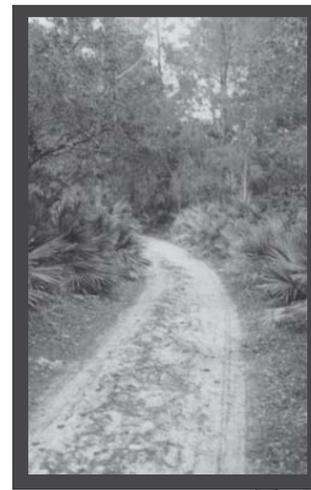
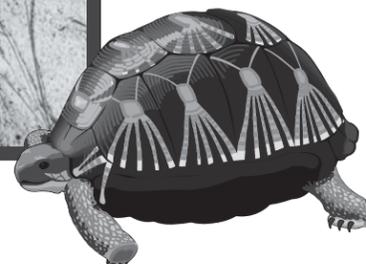


Education

This site as all other Natural Lands sites will serve as an outdoor classroom for students of all levels. Through Natural Lands field trips students will be enlisted to collect data, monitor vegetation, conduct wildlife counts and perform other tasks to aide management staff in the process of land stewardship.

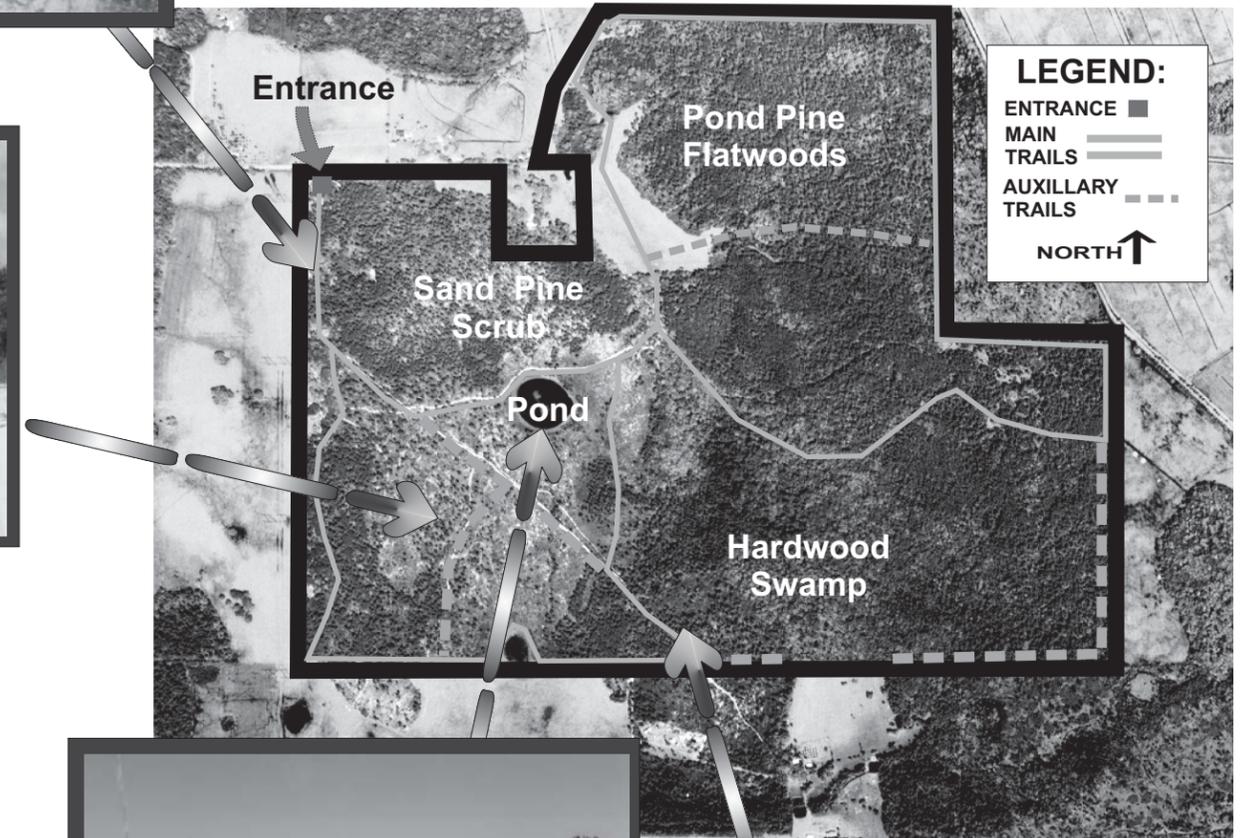


RACCOON FOOTPRINT



TRAILS

The trail system at Chuluota Wilderness Area consists of two main loop trails, The west loop is marked with red blazes, the east loop with yellow blazes, and unmarked trails that can be used as short cuts or additional areas for exploration. The west loop located closest to the entrance traverses high xeric habitats such as sand pine scrub and is approximately 2.6 miles round-trip. The east loop takes you through mesic, pond pine flatwoods, mixed hardwood swamps and along the east boundary of the property. The east loop is approximately 2.7 miles long and is often flooded during the rainy season.



FRESHWATER MARSH



MESIC HAMMOCK

FLORIDA TRAIL

In the future, the Chuluota Wilderness Area will host a section of the Florida Trail as it meanders from east Orange County through Chuluota and up to the Little Big Econ State Forest. Seminole County received a \$50,000 grant from the Land and Water Conservation Fund administered by the National Park Service to aid in the development of this site and the Florida Trail connection.



RESOURCE DESCRIPTIONS:

The Econ River Wilderness Area has an array of natural communities such as Pine Flatwoods, Oak Hammock and River Swamps. Some of the more common natural communities and a sample of the plant and animal species that may be found include:



PINE FLATWOODS

This habitat is characterized by its tall slash (*Pinus elliotii*) and longleaf pines, and an understory dominated by saw palmetto. Other trees present include scrub oaks such as myrtle and chapman, and shrubs such as shiny lyonia and wild blue berry. The ground cover may include wire grass, golden aster and runner oak. All these provide food and shelter for wildlife such as the hispid cotton rat (*Sigmodon hispidus*) and red-tailed hawk. This habitat occurs in three locations on site; the west end near the entrance, and in the north and south central area east of the bayhead.

SANDHILL OR LONGLEAF PINE/TURKEY OAK

This habitat is distinguished by the dominant, but open canopy of longleaf pines (*Pinus palustris*) and scattered turkey oaks (*Quercus laevis*), and a ground cover dominated by wire grass. Other vegetation often present includes gopher apple, deer berry, and prickly pear cactus. Frequent fires maintain the open understory of this plant community, however, the sandhill on this site has been fire suppressed for many years, evidenced by the increased number of hardwoods. Reintroduction of fire to this habitat will improve its value to resident wildlife, such as the gopher tortoise, florida pine snake (*Pituophis melanoleucas mugitus*) and sherman's fox squirrel.



Crayfish

Gold Foot Fern in Oak Tree

BAYHEAD SWAMP

A large example of this plant association, dominated by a variety of bay trees, lies at the center of this site, stretching from the north boundary southeast to the southern property line where it has been cleared for a power line easement. Sweet bay (*Magnolia virginiana*), loblolly bay and pond pines compose a canopy that provides shade for understory species such as wild azalea, button bush and wax myrtle. The ground is covered by a variety of ferns, such as cinnamon and royal fern and other species like lizard's tail. Wildlife observed in this habitat includes the cotton mouse (*Peromyscus gossypinus*), florida box turtle and eastern garter snake.

OAK HAMMOCK

Prolonged absence of fire, be it natural or man induced, will result in the dominance and eventual canopy closure of the long, lived hardwoods. A good example of this habitat exists at the east end of the property where large live oaks and sand live oaks form a solid canopy over a very sparse understory. Shade tolerant plants such as deer berry, beauty berry and cabbage palms are scattered throughout the understory. This habitat while less diverse, is still important and often frequented by wildlife that take advantage of the annual acorn mast.

RIVER SWAMP

Along the Econ river at the northeast end of the property is the best place to observe this plant community. Bald cypress, black gum (*Nyssa sylvatica*) and red maple trees form a dense canopy that creates a shaded, cool microclimate for a diverse assemblage of wildlife. Among the ground cover of ferns and rotting logs you could expect to see slimy salamanders and southeastern five-lined skinks, while from the canopy you might be greeted by the call of a barred owl. The plants and animals that inhabit this area must adapt to the rising waters of the river as it overflows its banks during the wet season. A good indicator of the extent of the rising waters can be found on the trunks of the trees as water stains and lichen lines.

RECREATIONAL OPPORTUNITIES:

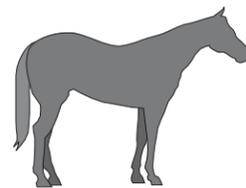


HIKING



BIKING

BIRDING



LOCAL EQUESTRIAN
(No Trailer Parking Available)



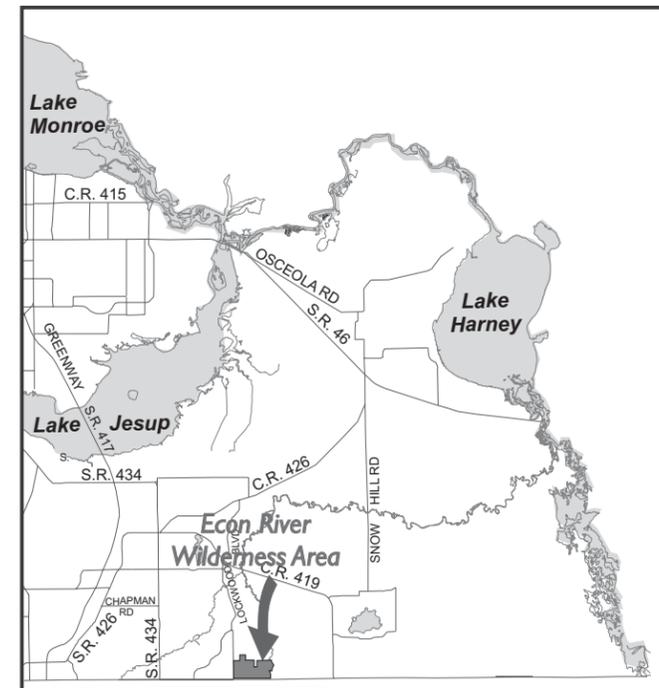
PHOTOGRAPHY

The 240 acre Econ River Wilderness Area lies on the Seminole County line southeast of the City of Oviedo, on the west side of the Econ River. You can find it by taking SR 434 (Alafaya Tr.) to McCulloch Rd. and turn east, follow to Old Lockwood Rd. and turn left (north) and proceed to the entrance on the right (east) side of the road.

This site's close proximity to urban areas is sure to make it a popular destination for those seeking to photograph wildlife, bird watch or just take a quiet walk through the woods. Please remember that all plants and animals are protected and to increase your chances of seeing them please be quiet, keep all pets on a leash and pack out any trash/waste you bring in.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

VICINITY MAP



For More Information Contact:
Seminole County Natural Lands
(407) 349-3048

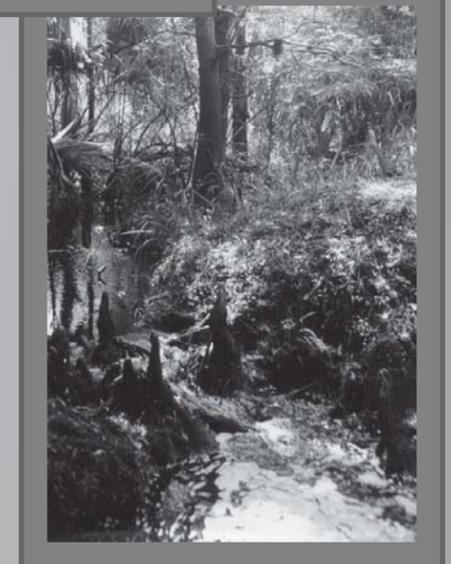
Or visit the Seminole County web site at:
www.seminolecountyfl.gov/natland

Published December 1997

Seminole County



Natural Lands Program



Econ River Wilderness Area

ECON RIVER WILDERNESS AREA Management Plan

The Econ River Wilderness Area is a 240 acre wooded site located on the Seminole/Orange County line south of the city of Oviedo, on the west side of the Econlockhatchee River. A walk on the approximately 3 miles of trails will take you through habitats such as pine flatwoods, sandhill and river swamp. Wildlife observed on this site includes the great horned owl, white-tailed deer and golden mouse. Benches are provided at a bend in the river so you can rest and enjoy the quiet, serenity of this little piece of natural Florida.

MANAGEMENT OBJECTIVES

Resource Management: As with all Seminole County natural lands the primary management objective is to preserve and/or restore the natural, ecological functions of the land while providing a passive resource based recreational experience for the citizens. To accomplish our objectives several methodologies will be employed.

Prescribed fire: Many of the communities on this site will require prescribed burns to restore and maintain their diversity. These burns also reduce fuel loads and the chance of damaging wildfires.

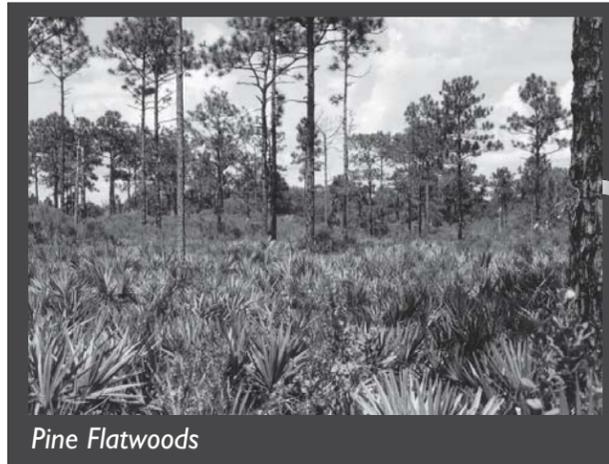
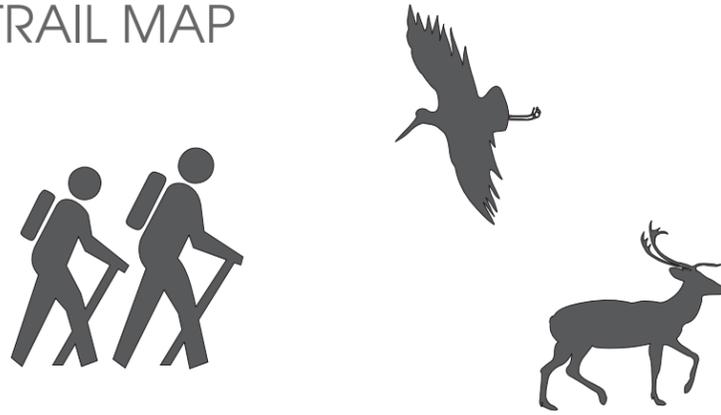
Restoration: Restoration on this site will focus on the reintroduction of fire to resurrect the flatwoods and sandhill habitats, in turn improving wildlife habitat. Attention will also be given to the bayhead to assure historic hydrology is not altered.

Preservation: The sandhill habitat is one of the least common habitats throughout the state and will be a focus of preservation on this site. Through the use of fire and continued monitoring this small patch of sandhill will be improved and maintained benefiting wildlife such as the gopher tortoise and sherman's fox squirrel, both listed species.

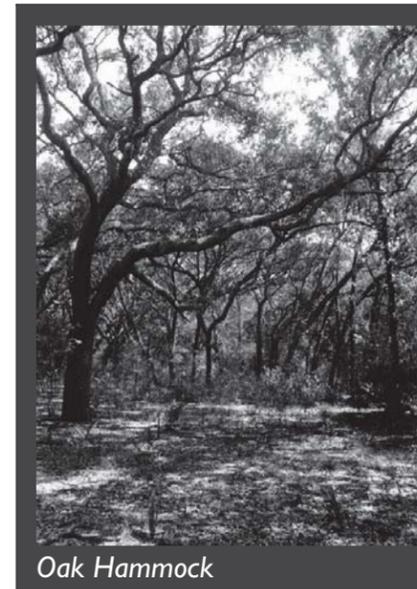
Monitoring: By the continuous collection of data over a period of time we are able to assess land management practices and make adjustments where necessary; determining if resource goals are being attained.

Resource Based Recreation:
Hiking, Local Horseback Riding (No trailer parking available), Biking and Wildlife Watching

NATURAL RESOURCES AND TRAIL MAP



Pine Flatwoods



Oak Hammock



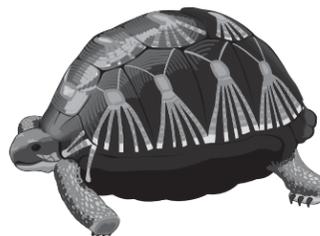
LEGEND:
 ENTRANCE ■
 MAIN TRAILS —
 PROPERTY BOUNDARY —
 NORTH ↑

EDUCATION

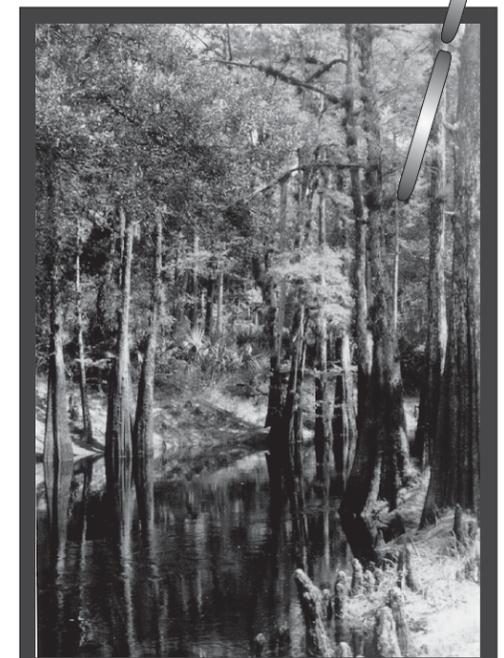
The proximity of this site to the University of Central Florida, future Seminole Community College East Campus and a future high school, provides an excellent outdoor classroom for these students. Through the Green Seminole Project these students will have the opportunity to participate in the hands on management of this wilderness area.



Southern Fence Lizard



Sandhill or Longleaf Pine/Turkey Oak



River Swamp

TRAILS

The trail system at the Econ River Wilderness area consist of one main loop trail, blazed in red and is a total of approximately 2.7 miles of trail. The red trail will take you through flatwoods, sandhill and beautiful oak hammocks and offer a few scenic looks at the Econ river. In an effort to protect the resources of this relatively small wilderness area, the trail system is limited to hikers and local ride in equestrians.



RESOURCE DESCRIPTIONS:

The Geneva Wilderness Area has an array of natural communities such as Flatwood Ponds, Sand Pine Scrub and Bayhead Swamps. Some of the more common natural communities and a sample of the plant and animal species that may be found include:

Live Oak Hammock: As often happens near old homesteads, the oaks were spared from natural fire and have grown to considerable size. The understory thrives with Boston Fern, Native Beauty Berry and Laurel Cherry. Two exotics which are not desired are the Ear Tree (*Enterolobium* sp.) and Camphor Tree. Cardinals, Green Anoles and Grey Squirrels frequent the area.

Mesic Hammock: Laurel Oaks, Southern Magnolia (*Magnolia grandiflora*) and Sweet Gum shade this area while the understory features Cabbage Palm, Beauty Berry, Braken Fern and Virginia Creeper (*Parthenocissus quinquefolia*). Wildlife to be observed include Armadillo, Southeastern Five-lined Skink and Black-throated Blue Warbler.



Mixed Pond Pine / Bay Swamp: Loblolly bays (*Gordonia lasianthus*) and Pond Pines complete the canopy of the wetlands on the property's east side. Netted Chain and Cinnamon Fern are common ground cover. Wildlife likely to occur in this habitat include Slimy Salamander (*Plethodon grobmani*), Pinewoods Treefrog and Cotton Mouse.



Flatwoods Pond: A shallow pond is located at the center of the site, with water levels that fluctuate drastically from year to year. The edge contains Slash Pine, Dahoon Holly and several bay species as well as Button Bush, Yellow-eyed Grass and Sundew plants. Wildlife foraging among the water lilies may include Anhinga, Florida Water Snake and Sandhill Crane (*Grus canadensis*).

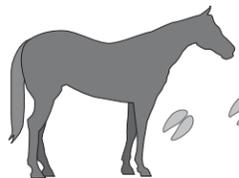
RECREATIONAL OPPORTUNITIES:

HIKING



BIKING

FISHING



EQUESTRIAN

CAMPING*



BIRDING

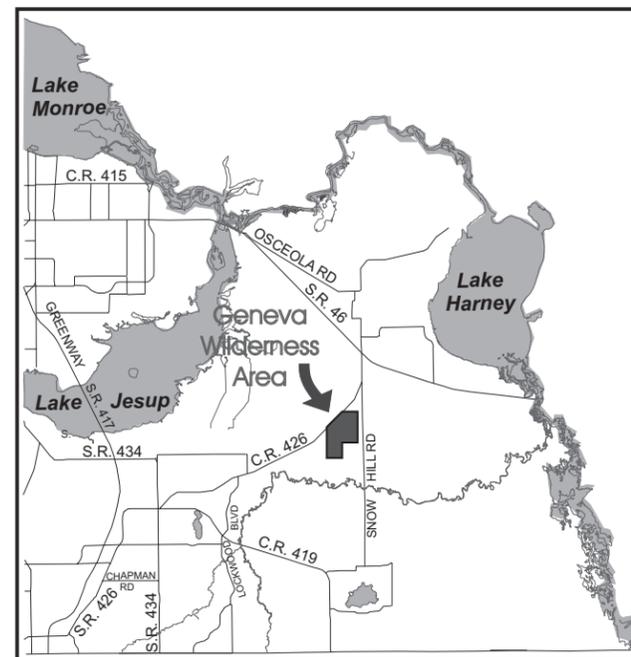


The Geneva Wilderness Area is a 180 acre site that lies to the south of the Geneva community on C.R. 426 in East Seminole County.



This site was purchased through the Seminole County Natural Lands Program established in November 1990. This site and other Seminole County Natural Land sites are possible only because of the Citizens' and Board of County Commissioner's recognition of the role conservation and natural resources play in promoting and protecting a quality community.

VICINITY MAP



For More Information Contact:
Seminole County Natural Lands
(407) 349-3048

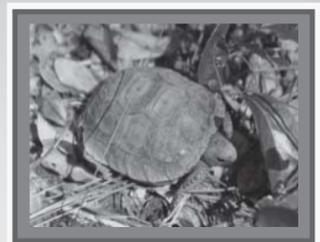
Or visit the Seminole County web site at:
www.seminolecountyfl.gov/natland

Published April 2001

Seminole County



Natural Lands Program



Geneva Wilderness Area
and
Ed Yarborough Nature Center

GENEVA WILDERNESS AREA Management Plan

The Geneva Wilderness Area has a diverse array of native plant communities and wildlife. Primary management goals include preserving the natural and scenic qualities that exist today, while meeting the citizens' desire for a passive resource based recreation experience.

MANAGEMENT OBJECTIVES

Resource Management

Promote and enhance habitat diversity through a variety of techniques:

Prescribed Burning: Reduces fuel loads and is needed to maintain the existing natural community. Many of Florida's plant communities depend on fire to maintain diversity by opening the canopy and promoting seed germination.

Restoration: Native plantings, prescribed burns and succession could aid in the restoration of certain areas of the Geneva site, such as the pasture region, that has been altered over time. Exotic species occur on portions of this site and will be controlled as needed.

Preservation: Sensitive areas such as wetlands and nesting areas, will be isolated from human impact to ensure adequate protection.

Monitoring: Understanding a site's natural functions is perhaps the most critical aspect of identifying impacts and determining if resource goals are being attained.

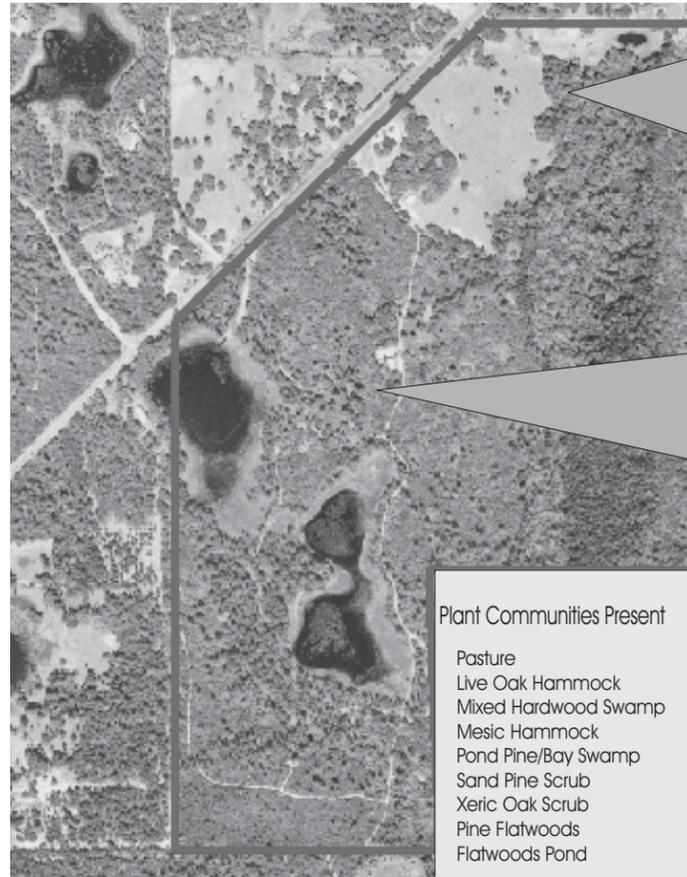
Resource Based Recreation:

- Hiking
- Fishing
- Mountain Biking
- Camping*
- Equestrian
- Wildlife Watching

* Weekend camping from Friday at Noon to Sunday at Noon.

Education: *The Ed Yarborough Nature Center* was established with the mission to learn about nature by experiencing it. This center is located on Seminole County's 180 acre Geneva Wilderness Area and features exhibits, displays and special programs that highlight the diverse ecology of Central Florida. View living

NATURAL RESOURCES



HARDWOOD SWAMP



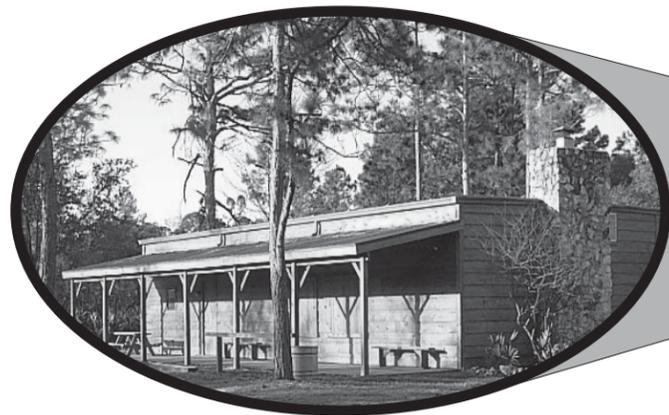
PINE FLATWOODS



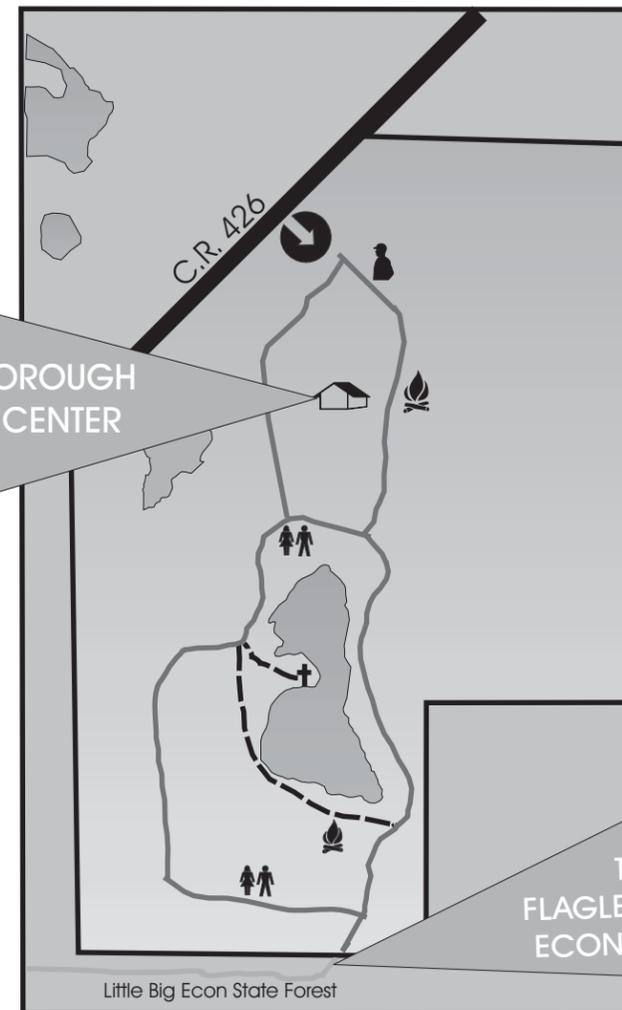
Mixed Hardwood Swamp: Large Red Maples (*Acer rubrum*) and Black Gum tower above an occasional Sweet Bay to form the Canopy in this area. The ground is covered with species such as Lizard's Tail, Royal Fern and Green Arum. Raccoon (*Procyon lotor*), Eastern Garter Snake and Slimy Salamander have been observed here.

Pine Flatwoods: Slash and Longleaf pines (*Pinus palustris*) dominate this community with an understory of Saw Palmetto, Gallberry, Shiny Lyonia (*Lyonia lucida*) and small oaks. Ground cover is a variety of plants such as Vanilla Plant (*Carphephorus odoratissimus*), Wire Grass and Shiny Blueberry. White-tailed deer, Ground Skink and Black Racer are common inhabitants.

RECREATION AND EDUCATION:



ED YARBOROUGH NATURE CENTER



LEGEND

- Trail Head (Entrance at C.R. 426)
- Multi-Use Trail (Hike, Horseback and Bike)
- Seasonal Trail (Closed During Flooding)
- Group Camp Sites (North and South)
- Ed Yarborough Nature Center
- Restrooms
- Chapel
- Flagler Trail (Econ Forest Connection)
- Onsite Caretaker Residence



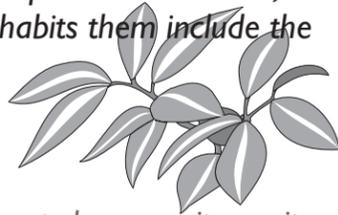
TO
FLAGLER TRAIL/
ECON FOREST



terrariums of native habitats and some of the flora and fauna which inhabit them. Look through a microscope at the tiny unseen world of the pond at our Pond Life Station, or try your hand at some of the games and activities at the Wild Wonders Station. You can also join Nature Center staff on a guided hike through the wilderness area and learn more about how nature works. This facility hosts both school and public programs and is available by reservation for environmental-related meetings and activities.

RESOURCE DESCRIPTIONS:

The Lake Jesup Wilderness Area contains a mixture of predominately wetland communities such as wet prairie, shallow marsh and hydric hammock. These and other plant communities, as well as the wildlife that inhabits them include the following:



HYDRIC HAMMOCK

This is the most common forested community on site, dominated by a canopy of Cabbage Palm (*Sabal palmetto*) and Live Oak trees. Other tree species include Red Cedar, Laurel Oak (*Quercus laurifolia*) and the exotic Camphor tree which all provide shade and a cool retreat for species such as the Florida Box Turtle, Barred Owl (*Strix varia*) and Nine Banded Armadillo.

MIXED HARDWOOD SWAMP

Only small areas of this habitat exist on site and are generally dominated by canopy species such as Black Gum (*Nyssa sylvatica*), Red Maple and an occasional Bald Cypress. Other plant species such as Royal Fern and Button Bush (*Cephalanthus occidentalis*) can be found growing in the cool shade of the dense canopy. Wildlife likely to use this habitat include, the Florida Mud Snake, Green Tree Frog (*Hyla cinerea*) and Cotton Mouse.



CYPRESS SWAMP

This plant community exists at one location on the southern tip of the Lake Jesup Wilderness Area. Bald Cypress (*Taxodium distichum*) still dominate the canopy despite the historic logging of this area during the 1930s and 40s, evidenced by the many large stumps still present today. This habitat is a popular roosting site for many bird species including, Great Blue Heron (*Ardea herodias*), Double Crested Comorant and Black Vulture.

WET PRAIRIE

This habitat covers the largest area of the Lake Jesup Wilderness Area and was historically used for cattle grazing. Visitors can now admire native wildflowers such as Saltmarsh Mallow and Swamp Hibiscus (*Hibiscus grandiflorus*) scattered among clumps of Cord Grass and many herbaceous species. Marsh Rabbit, Eastern Meadowlark (*Sturnella magna*) and White Ibis are just a few of the many wildlife species commonly observed in this habitat.

SHALLOW MARSH

Along the edges of Lake Jesup and at occasional locations on the interior, plants such as Soft Rush, Blue Flag Iris (*Iris hexagona*) and Pickerel weed indicate areas where water stands for longer periods of time. These marshy areas are frequented by wading birds such as Little Blue Heron, Green Heron and Wood Stork (*Mycteria americana*), as they hunt for the many small fish and frogs that also congregate here.

RECREATIONAL OPPORTUNITIES:

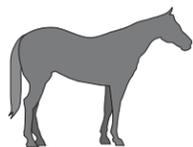


HIKING

FISHING



BIKING



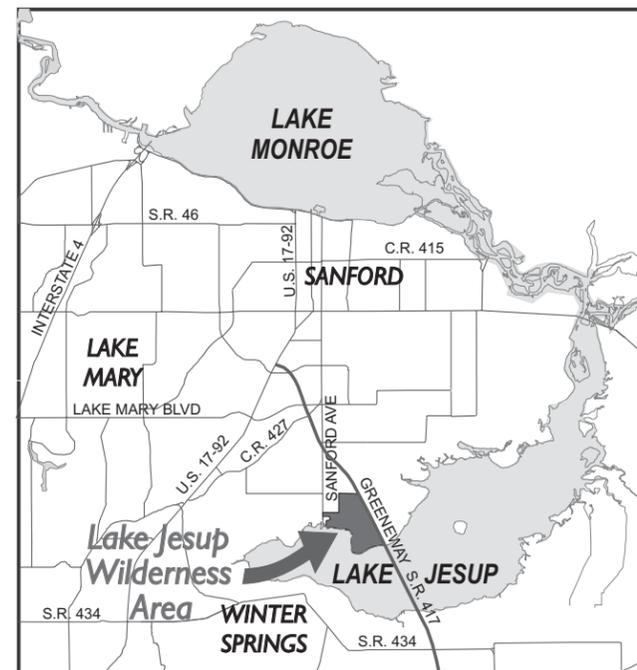
EQUESTRIAN

The 490 acre Lake Jesup Wilderness Area lies between Sanford Avenue and the Central Florida GreeneWay on the north shore of Lake Jesup. You can find it by taking I-4 to Lake Mary Blvd. turn right (east) and continue to Sanford Ave., turn right (south) again and follow to Lake Jesup Park.

This site's close proximity to urban areas is sure to make it a popular destination for those seeking to photograph wildlife, bird watch or just take a quiet walk through nature. Please remember that all plants and animals are protected, and to increase your chances of seeing them please be quiet, keep all pets on a leash and pack out any trash/waste you bring in.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

VICINITY MAP

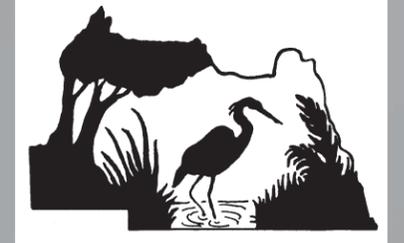


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Published December 1998

Seminole County



Natural Lands Program



Lake Jesup Wilderness Area

LAKE JESUP WILDERNESS AREA Management Plan

The Lake Jesup Wilderness Area is an approximately 490 acre site located on the north shore of Lake Jesup west of Hwy 417. The property was purchased through a joint effort with the St. Johns River Water Management District, towards the goal of preserving significant habitat to aid in the restoration of Lake Jesup. Visitors can walk, ride their horse or mountain bike on the approximately 3 miles of trails to get a first hand look at the extensive flood plain of this lake and the countless species of wildlife that live there. The majority of the trails cross wet prairie and hydric hammock, where users might observe species such as the Anhinga, Bald Eagle, and the American Alligator. Benches, and interpretive graphics are provided along the way to enhance the visitor experience and provide insight to the restoration of this important Central Florida resource.

MANAGEMENT OBJECTIVES

Resource Management: As with all Seminole County natural lands the primary management objective is to preserve and/or restore the natural, ecological functions of the land while providing a passive resource based recreational experience for citizens. To accomplish our objectives several methodologies will be employed.

Habitat Management: Most of the habitats on this site where historically maintained by rising and falling water levels. Over the years berms, ditches and diversion of water along the St Johns River have altered the natural extremes and lead to changes in these plant communities. Many exotic species of plants such as Brazilian Pepper and Chinese Tallow have invaded and will be addressed with various methods of control. Prescribed fire and mowing of the wet prairie may be used to mimic the effect higher water levels would have in preventing the invasion of woody species such as Salt Myrtle (*Baccharis halimifolia*).

Restoration: Restoration on this site will focus on the function of the extensive floodplain of the lake. Through a partnership with the Seminole County Public Works Department this site will be used as a mitigation site for roadway projects within the Lake Jesup Basin. Manmade ditches will be filled in and dikes breached to enhance the natural function of the habitats on site.

Preservation: The preservation of this site will insure the effective function of the floodplain marshes and wet prairies and provide for a healthier lake for both wildlife and human use.

Monitoring: By the continuous collection of data over a period of time we are able to assess land management practices and make adjustments where necessary; determining if resource goals are being attained.

NATURAL RESOURCES AND TRAIL MAP

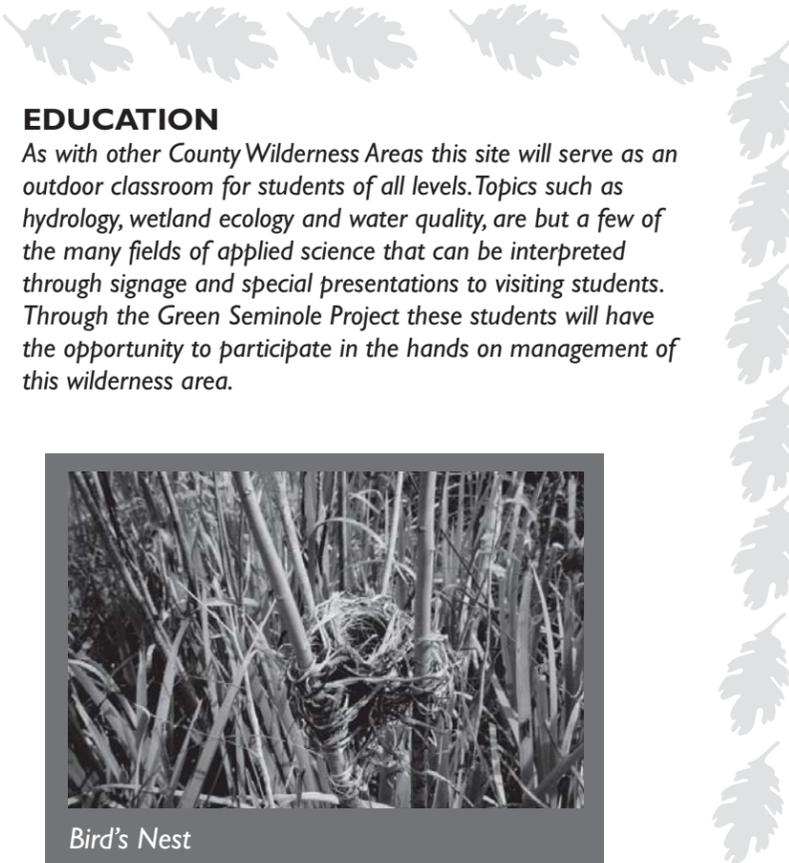
*Resource Based Recreation:
Hiking, Equestrian, Fishing and Mountain Biking (when conditions permit)*



Wet Prairie



Shallow Marsh

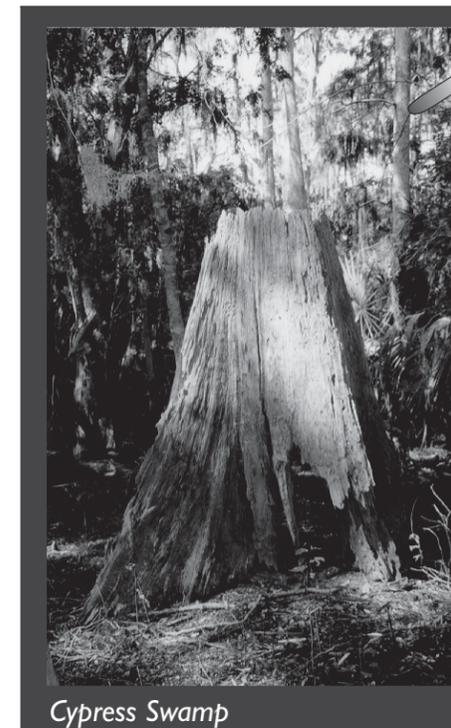


EDUCATION

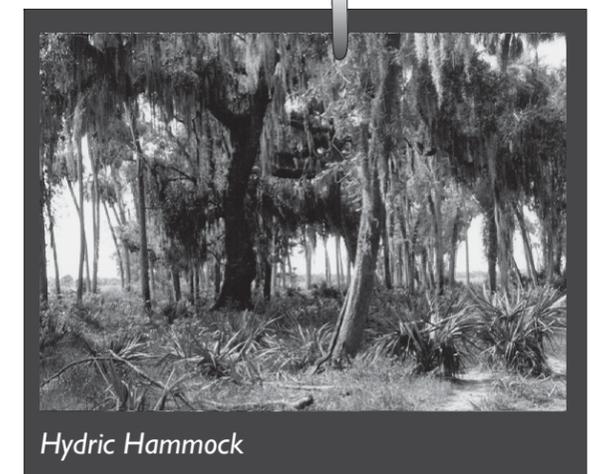
As with other County Wilderness Areas this site will serve as an outdoor classroom for students of all levels. Topics such as hydrology, wetland ecology and water quality, are but a few of the many fields of applied science that can be interpreted through signage and special presentations to visiting students. Through the Green Seminole Project these students will have the opportunity to participate in the hands on management of this wilderness area.



Bird's Nest



Cypress Swamp



Hydric Hammock

TRAILS

The trail system on the Lake Jesup Wilderness Area is approximately 2.5 miles long and consist of a T trail, with loop trails at the north and south ends. All of these trails are located in the flood plain and wetlands of Lake Jesup, and are therefore often flooded and only accessible during low waters levels. Due to the sensitive nature of the habitat and soils present these trails will be closely monitored and may require periodic closing to insure overuse and undue damage does not occur.



LEGEND:

- ENTRANCE ■
- MAIN TRAILS —
- PROPERTY BOUNDARY —

NORTH ↑



RESOURCE DESCRIPTIONS:

The Lake Proctor Wilderness Area has an array of natural communities such as Sand Pine Scrub, Pine Flatwoods, Sandhill or Longleaf Pine/Turkey Oak, Bayhead Swamp, Oak Hammock, and Mixed Hardwood Swamp. Some of the more common natural communities and a sample of the plant and animal species that may be found include:



SAND PINE SCRUB

Often referred to as Florida's desert, this xeric (dry) habitat exists on sandy well-drained soils of relic dune lines deposited by ancient tides. Today this community is characterized by species such as Sand Pine (*Pinus clausa*), Sand live oak, Rusty lyonia and Rosemary (*Ceratiola ericoides*). These plants and the wildlife as well, must adapt to a hot dry environment where water is scarce and rain soaks through the soil rapidly. The central portion of the Lake Proctor Wilderness Area, between the two transmission lines, is the best place to view this rare plant community.

Fire plays a key role in the regeneration of this plant community. Historically this habitat would only sustain fire every 30 to 60 years under extreme hot, dry and windy conditions. These very intense fires would burn the entire canopy and ground cover and restart the process of succession from the ground up. Many threatened and endangered species of wildlife such as the gopher tortoise, scrub jay (*Aphelocoma coerulescens*) and Fla. mouse (*Peromyscus floridanus*), adapted to these periodic setbacks and can't survive in the mature system that results from lack of fire. Restoration of the sand pine scrub on this site will improve the habitat value and may bring back some of these imperiled, endemic species.

PINE FLATWOODS

This habitat is characterized by its tall slash (*Pinus elliottii*) and longleaf pines, and an understory dominated by saw palmetto (*Serenoa repens*). Other trees present include scrub oaks such as myrtle and chapman, and shrubs such as shiny lyonia (*Lyonia lucida*) and wild blue berry. The ground cover may include wire grass (*Aristida becherina*), golden aster and runner oak. All these provide food and shelter for wildlife such as the hispid cotton rat (*Sigmodon hispidus*), red-tailed hawk and corn snake.



Pinewoods Tree Frog

Golden Aster

MIXED HARDWOOD SWAMP

The extreme eastern end of the property is the best place to observe this plant community. Bald cypress, black gum (*Nyssa sylvatica*) and red maple trees form a dense canopy that creates a shaded, cool microclimate for a diverse assemblage of wildlife. Among the ground cover of ferns and rotting logs you might observe slimy salamanders (*Plethodon glutinosus*) and southeastern five-lined skinks, while from the canopy you might be greeted by the call of a barred owl. These swamps serve as important filters and flood storage areas for water making its way to Lake Harney.

SANDHILL OR LONGLEAF PINE/TURKEY OAK

An open canopy of longleaf pines (*Pinus palustris*) and scattered turkey oaks (*Quercus laevis*) distinguish this habitat, with a ground cover dominated by wire grass. Other vegetation often present includes gopher apple, deer berry (*Vaccinium stamineum*), and prickly pear cactus. Frequent fires play a key role in maintaining the open understory of this plant community. The sandhill on this site has been fire suppressed for many years, evidenced by the increased number of hardwoods and invading sand pines. Reintroduction of fire to this habitat will improve its value to resident wildlife, such as the gopher tortoise, florida pine snake (*Pituophis melanoleucas mugitus*) and sherman's fox squirrel.

BAYHEAD SWAMP

A large example of this plant community, dominated by a variety of bay trees, lies on the eastern side of this property. It stretches from north to south along the west and northeast side of the large transmission line. Sweet bay (*Magnolia virginiana*), loblolly bay and pond pines compose a canopy that provides shade for understory species such as button bush and wax myrtle (*Myrica cerifera*). The ground is covered by a variety of ferns, such as cinnamon and netted chain fern and other species like lizard's tail. Wildlife observed in this habitat includes the cotton mouse (*Peromyscus gossypinus*), florida box turtle and eastern garter snake.

OAK HAMMOCK

Prolonged absence of fire, be it natural or man induced, will result in the dominance and eventual canopy closure of the long, lived hardwoods. Several examples of this habitat exist throughout the property, where large live oaks (*Quercus virginiana*) and sand live oaks form a solid canopy over very sparse groundcover. Shade tolerant plants such as deer berry, beauty berry and cabbage palms are scattered throughout the understory. This habitat while less diverse, is still important and often frequented by wildlife that take advantage of the annual acorn mast.

RECREATIONAL OPPORTUNITIES:



HIKING



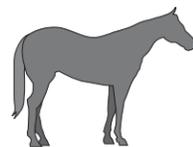
FISHING



BIKING



PHOTOGRAPHY



LOCAL EQUESTRIANS

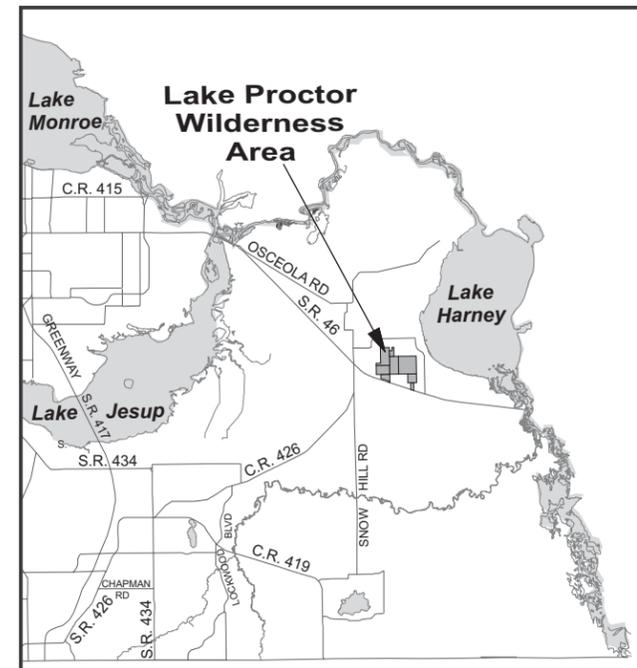
(No Trailer Parking Available)

The 475 acre Lake Proctor Wilderness Area is located on the east side of Seminole County, west of Lake Harney. You can find it by taking SR 46 east from Sanford and follow it to the entrance on the left (north) side of SR 46 approximately 1 mile east of the intersection with CR 426.

This sites' variety of habitats and beautiful trail system is sure to make it a popular destination for local equestrians, mountain bikers, hikers and other outdoor enthusiasts. Remember that all plants and animals are protected and to increase your chances of viewing them, please be quiet and keep pets on a leash. Be courteous to other users and pack out any trash/waste you bring in.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

VICINITY MAP



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Published October 1999

Seminole County



Natural Lands Program



Lake Proctor Wilderness Area

LAKE PROCTOR WILDERNESS AREA Management Plan

The Lake Proctor Wilderness Area is a 475 acre wooded site located in east Seminole County near the Town of Geneva. A walk on the approximately 6 miles of trails will take you through habitats such as sand pine scrub, pine flatwoods, sandhill and bayhead swamp. Wildlife observed on this site includes the wood duck, white-tailed deer, red fox and Florida worm lizard. Benches are provided at several locations so you can rest and enjoy the quiet, serenity of this little piece of natural Florida.

MANAGEMENT OBJECTIVES

Resource Management: As with all Seminole County natural lands the primary management objective is to preserve and/or restore the natural, ecological functions of the land while providing a passive resource based recreational experience for the citizens. To accomplish our objectives several methodologies will be employed.

PRESCRIBED FIRE: Many of the communities on this site will require prescribed burns to restore and maintain their diversity. These burns also reduce fuel loads and the chance of damaging wildfires.

RESTORATION: Restoration on this site will focus on the reintroduction of fire to restore the flatwoods, sandhill and possibly the sand pine scrub habitats. The later may require other methods such as mechanical manipulation due to the intense nature of fire in this habitat and the close proximity of residential structures.

PRESERVATION: The sand pine scrub and sandhill habitat, are two of the most endangered habitats in the state of Florida and will be a focus of preservation on this site. Through the use of fire and continued monitoring these local samples of imperiled plant communities will be improved and maintained, benefiting wildlife such as the gopher tortoise and sherman's fox squirrel, both listed species.

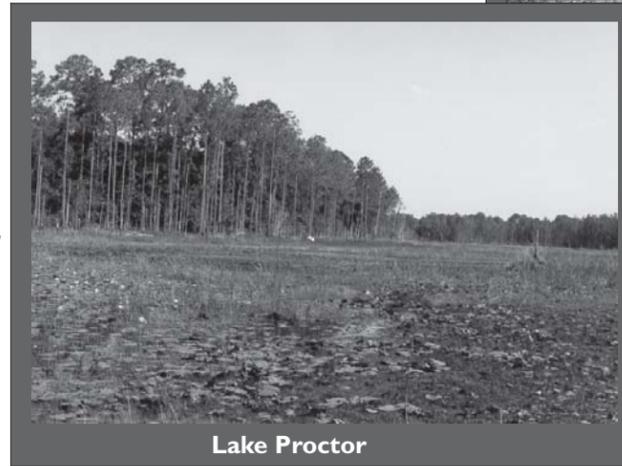
MONITORING: By the continuous collection of data over a period of time we are able to assess land management practices and make adjustments where necessary; determining if resource goals are being attained. Of particular interest on this site are the isolated ephemeral ponds. These seasonally wet sinkholes located in the xeric, uplands, serve as important feeding, breeding and watering sites for many species of wildlife.

NATURAL RESOURCES AND TRAIL MAP

*Resource Based Recreation:
Hiking, Biking, Local Equestrians, Fishing and Photography*



Oak Hammock



Lake Proctor



Eastbrook Wetland: This wetland was named in honor of the Eastbrook Elementary School, second grade class of 1996, for their commitment to the environment and contributions to the Natural Lands Program.

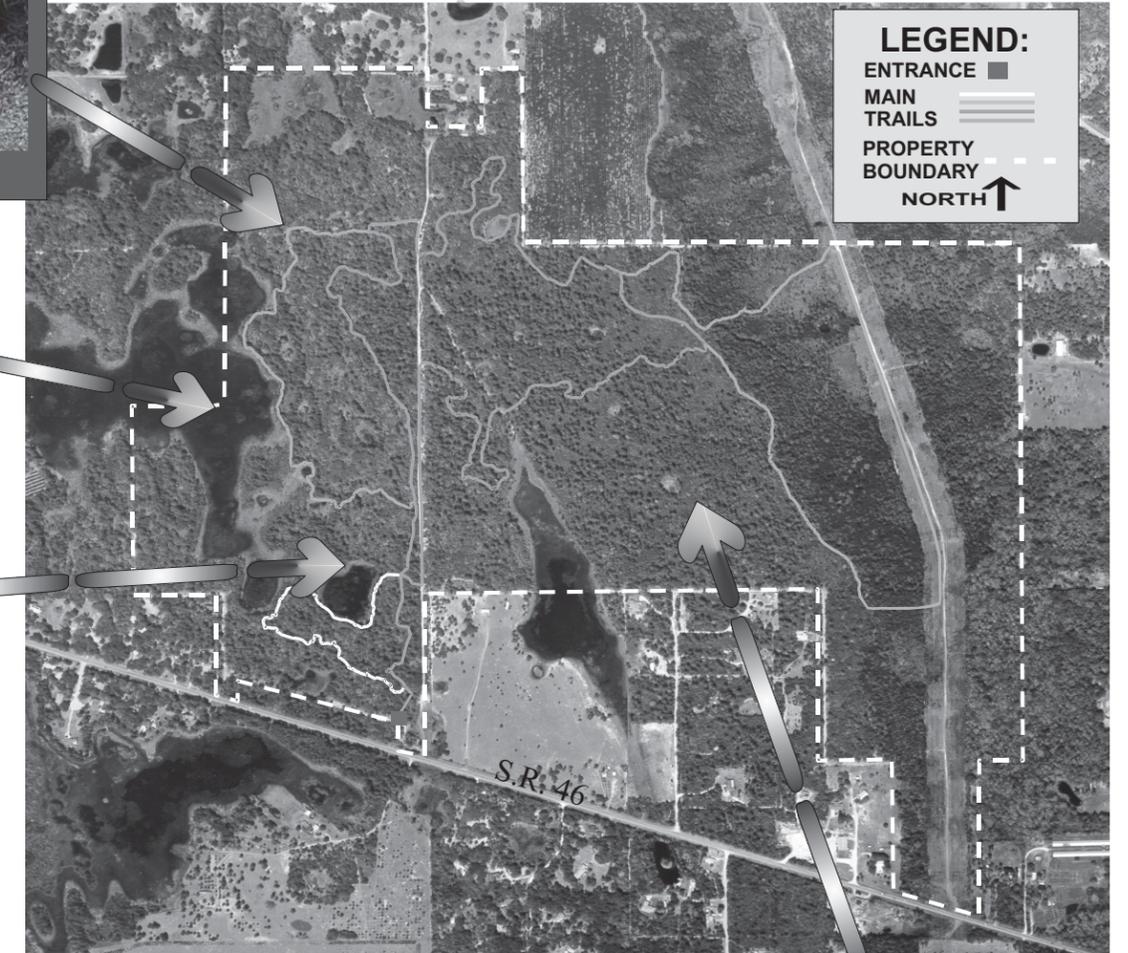
EDUCATION

As with other County Wilderness Areas this site will serve as an outdoor classroom for students and public volunteers of all levels. Topics such as prescribed fire, wildlife management and water quality, are but a few of the many fields of applied science that can be interpreted through signage and special presentations to visiting students. Through the Green Seminole Project these students will have the opportunity to participate in the hands on management of this wilderness area.

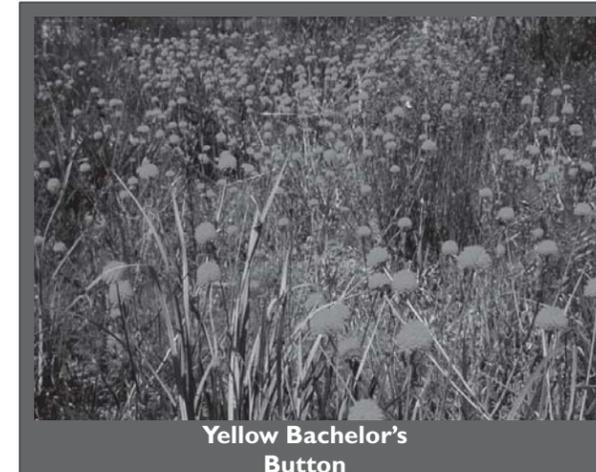


TRAILS

The trail system at the Lake Proctor Wilderness area consists of one main loop trail (2.6 miles) blazed in red, and three side trails blazed in blue (.6 miles), yellow (1.6 miles), and orange (.45 miles). These trails combined with other unmarked trails offer a total of approximately 6 miles to explore. These trails will take you through flatwoods, sandhill and beautiful oak hammocks, and offer a scenic look at Lake Proctor. In an effort to protect the resources of this relatively small wilderness area the trail system is limited to hikers, bikers and local equestrians.



LEGEND:
 ENTRANCE ■
 MAIN TRAILS ≡
 PROPERTY BOUNDARY - - -
 NORTH ↑



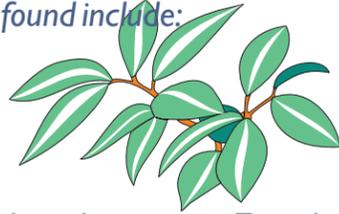
Yellow Bachelor's Button



Sand Pine Scrub

RESOURCE DESCRIPTIONS:

The Black Bear Wilderness Area has an array of natural communities such as Hydric Hammock, Floodplain Swamp, Floodplain Marsh, and Mixed Hardwood Swamp. Some of the more common natural communities and a sample of the plant and animal species that may be found include:



HYDRIC HAMMOCK

This habitat is scattered throughout the property. Typical plants and animals found on site include cabbage palm, laurel oak, red cedar, wax myrtle, saw palmetto, royal fern, green anole, gray squirrel, raccoon, and a variety of warblers.

FLOODPLAIN SWAMP; CYPRESS DOMES AND STRANDS

These forested wetlands occur along the St. Johns River and are scattered throughout the property. Typical canopy species include bald cypress, swamp tupelo, red maple and sweetbay with a ground cover of lizard's tail, royal fern and dotted smartweed. Animals that may be observed in this type of plant community include red-shouldered hawk, brown water snake, black bear, and raccoon.

FLOODPLAIN MARSH

A large portion of this property contains floodplain marsh, hosting plants such as maidencane, buttonbush, dotted smartweed, pickerelweed, American alligator, great blue heron, and snowy egret.

MIXED HARDWOOD SWAMP

Bald Cypress, Black Gum and Red Maple Trees form a dense canopy that creates a shaded, cool micro-climate for a diverse assemblage of wildlife. Among the ground cover of ferns and rotting logs you might observe Slimy Salamanders and Broad-head Skinks, while from the canopy you might be greeted by the call of a Red-shouldered Hawk. This swamp serves as an important filter and flood storage area for waters of the St. Johns River.



RECREATIONAL OPPORTUNITIES:



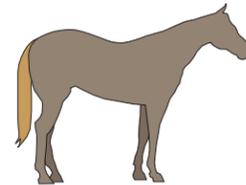
HIKING



BIKING



BIRDING



LOCAL HORSEBACK RIDING



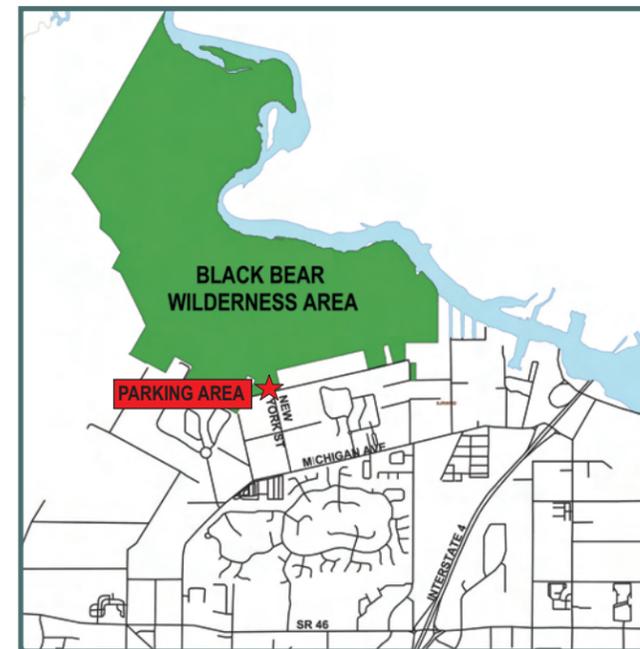
PHOTOGRAPHY

The 1,600 acre Black Bear Wilderness Area lies in the Northwest area of Seminole County, on the south side of the St. Johns River. From I-4, take SR 46 W to Orange Boulevard. Turn right on Orange Boulevard heading North. Turn left at New York Avenue and follow until it ends at the parking area.

This site's close proximity to urban areas is sure to make it a popular destination for those seeking to photograph wildlife, bird watch or just take a quiet walk through the woods. Please remember that all plants and animals are protected and to increase your chances of seeing them please be quiet, keep all pets on a leash and pack out any trash/waste you bring in.

This site was purchased through the Seminole County Natural Lands Program which was put in place in 1990 by the Citizens and Board of County Commissioners through recognition of the role conservation and natural resources play in promoting and protecting a quality community.

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Published July 2007

Seminole County



Natural Lands Program



Black Bear Wilderness Area

FLORA AND FAUNA YOU COULD SEE ON THE TRAIL



Green Anole



Black Bear



Pickerelweed



Great Blue Heron



Sweetbay



Raccoon

BLACK BEAR WILDERNESS AREA Management Plan

This site's approximately 1,600 acres in northwest Seminole County features a variety of wetland habitats within the floodplain of the St Johns River. Floodplain Marsh, Hydric Hammock and Cypress Swamps form a mosaic of habitat diversity which host wildlife such as the White-tailed deer, Swallow-tailed Kite and the Florida Black Bear. Its' large size and proximity to other public lands make this site an important piece in a puzzle connecting natural areas between the Wekiva / St. John's basins and the Ocala National Forest. This area's remote nature, views of the St. Johns River and diverse wildlife population promise to make it one of the Natural Lands program's flagship wilderness areas.

MANAGEMENT OBJECTIVES

Primary management goals include preserving the natural and scenic qualities that exist today, while meeting citizens' desires for a passive resource-based recreation experience.

Resource Management: Resource Management: As with all Seminole County Natural Lands the primary management objective is to preserve and/or restore the natural, ecological functions of the land while providing a passive resource based recreational experience for citizens. To accomplish our objectives several methodologies will be employed.

Prescribed Fire: Some of the communities on this site will require prescribed burns to restore and maintain their natural diversity. These burns also reduce fuel loads and the chance of damaging wildfires. Mechanical treatments may also be used to mimic the effect higher water levels and fire would have in preventing the invasion of woody species such as Salt Myrtle (*Baccharis halimifolia*).

Exotic Species: Many exotic (non-native) species of plants such as Air Potato and Elephant Ear (*Colocasia esculenta*) have become established and will be addressed with various methods of control.

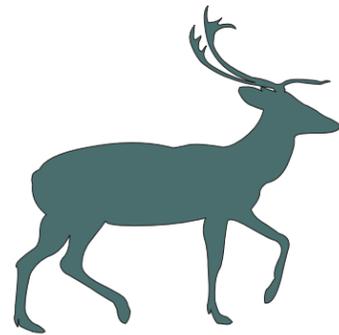
Restoration: Restoration is used to enhance the habitat after a disturbance event. Restoration activities on this property may consist of removing exotic, invasive species and reintroduction of fire.

Habitat Management: A large portion of this site lies within the flood plain of the St. Johns River therefore the habitats present were historically maintained by rising and falling water levels as well as periodic fires. Over the years levees, ditches and diversions of water along the St. John's River have altered the natural extremes and lead to changes in these plant communities.

Monitoring: Monitoring land management activities is one objective of the Natural Lands Program. By periodically collecting data, the success of the land management activities can be assessed.

Resource Based Recreation:
Hiking, Local Equestrian, Biking and Wildlife Watching

NATURAL RESOURCES AND TRAIL MAP



Cypress Trees



Hydric Hammock



Property Boundary Trail System



American Alligator

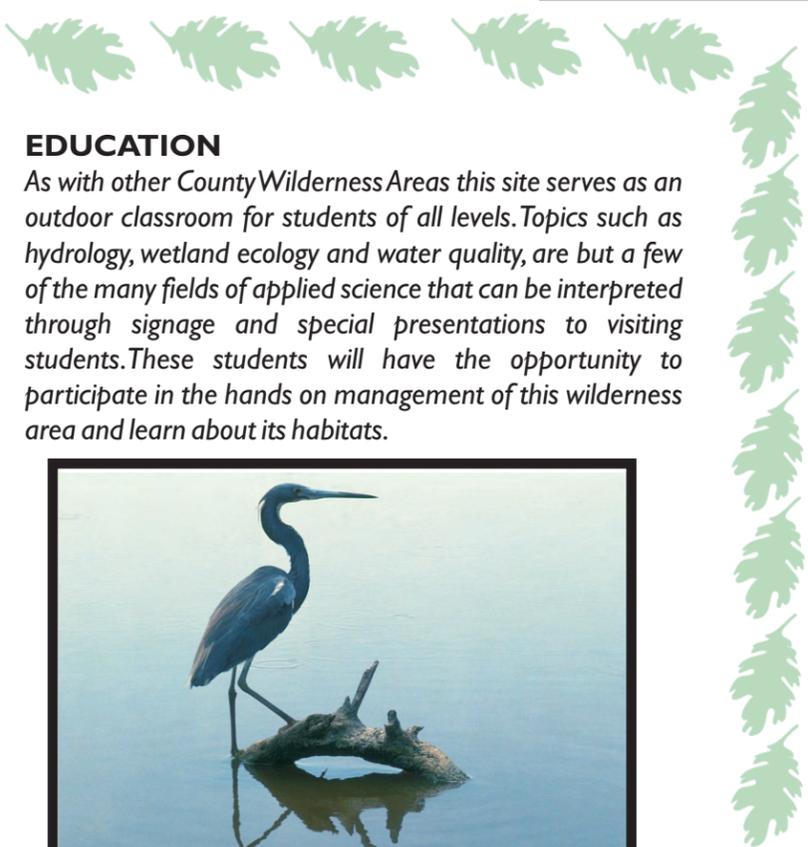


Mixed Hardwood Swamp



TRAILS AND ACCESS

Much of the trail system on the Black Bear Wilderness Area has been established on historic levees and for the most part stays dry year round. This site is however, located within the floodplain of the St. Johns River and may experience significant flooding during the rainy season. From the parking area follow the blue blazes on an approximate 2 mile round trip to the St. Johns River and back. If you're quiet along the way, you may be fortunate enough to observe species such as the Great Blue Heron, River Otter and American Alligator. The trail does contain some slopes, wet areas and tree roots so please, watch your step.



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Soldiers Creek Park Non-Exclusive Lease Agreement with Seminole Baseball Inc.

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Joe Gasparini

EXT: 2001

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Non-Exclusive Lease agreement with Seminole Baseball, Inc for the rights to the baseball facilities at Soldiers Creek Park effective September 30, 2007 with lease terms as outlined in the agreement.

District 2 Michael McLean

Joe Gasparini

BACKGROUND:

In June 1994 the County entered into a 10 year lease agreement with Seminole Baseball, Inc for the use of the baseball fields and site amenities at Soldiers Creek Park. The term of the agreement ended on April 8, 2004 with the option of an additional ten year renewal period. Due to the changing recreational needs of the County, the lease was renewed through June 30, 2006 as a Non-Exclusive Lease Agreement. There have been two subsequent renewals of this agreement between Seminole Baseball, Inc. and Seminole County with the latest expiring June 30, 2007. As plans for the use of Soldiers Creek Park are being formulated, a new lease is requested of the BCC with Seminole Baseball, Inc for a term of September 30, 2007 through December 31, 2008. This agreement has the option for two (2) additional one (1) year terms as well as a fourteen (14) day written notice of cancellation by either party. This agreement will allow for the baseball programs, grounds and facility amenities to be maintained by Seminole Baseball, Inc while this site is being designed as a baseball only facility.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Non-Exclusive Lease Agreement with Seminole Baseball, Inc for the rights to the baseball facilities at Soldiers Creek Park effective September 30, 2007 with lease terms as stated in the agreement.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**NON-EXCLUSIVE LEASE
SEMINOLE COUNTY AND SEMINOLE BASEBALL INCORPORATED**

THIS NON-EXCLUSIVE LEASE is made and entered into this ____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "LANDLORD", and **SEMINOLE BASEBALL INCORPORATED**, whose mailing address is 627 Estates Place, Longwood, Florida 32779, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, TENANT has operated organized youth recreational baseball activities within LANDORD's public park for many years under a lease with LANDORD; and

WHEREAS, TENANT has successfully provided youth baseball activities, maintained the premises, and made improvements on the premises; and

WHEREAS, the parties desire to enter into this non-exclusive Lease to enable both parties to continue to enjoy the mutual benefits and continued youth baseball activities provided to the residents of Seminole County,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, LANDORD and TENANT agree as follows:

SECTION 1. LEASED PREMISES. LANDORD grants to TENANT and TENANT accepts the non-exclusive use for youth baseball activities and occupancy of the following described land:

THE SOUTH 315.4 FEET OF LOT 16, LYING WEST OF SANFORD-OVIEDO ROAD, IN SHUMAN'S ADDITION TO EUREKA HAMMOCK, PLAT BOOK 2, PAGE 53, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; ALSO THE SOUTH 315.4 FEET OF LOT 47 OF SPRINGS HAMMOCK, PLAT BOOK 2, PAGES 2 THROUGH 5, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY; THE EAST 310 FEET OF THE SOUTH 310 FEET OF LOT 46, SPRING HAMMOCK, AND THE NORTH 240 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, LOCATED WEST OF STATE ROAD 419; LESS THE WEST 350 FEET OF GOVERNMENT LOT 3, SECTION 27, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA. SAID PARCEL CONTAINS 13.54 ACRES MORE OR LESS.

SECTION 2. TERM. TENANT shall have use of said property for five (5) days each seven (7) day week with the specific days of occupancy to be determined by the Director of Leisure Services or his/her designee. This lease shall become effective on September 30, 2007, and shall run through December 31, 2008.

SECTION 3. EXTENSIONS. At the option of the parties, this lease may be extended for two (2) additional one (1) year terms. The Director of Leisure Services is hereby authorized to extend this lease for the additional one (1) year term on behalf of COUNTY if he/she deems it in the best interest of COUNTY to do so.

SECTION 4. RENTAL. TENANT shall pay rent for the said premises during the continuance of this Lease at the rate of ONE AND NO/100 DOLLARS (\$1.00), payable in advance. The rent shall be payable upon execution of this Lease.

SECTION 5. IMPROVEMENTS AND ALTERATIONS. TENANT shall not make any improvements, changes, or alterations to the leased premises with the exception of fixtures removable without damage to the premises and movable personal property. Such fixtures shall be the property of LANDLORD without compensation to TENANT and remain on the premises at the expiration or sooner termination of this Lease. However, LANDLORD shall have the option, to be exercised on expiration or sooner termination of this Lease, to require TENANT to remove any or all such fixtures.

SECTION 6. USE OF LEASED PREMISES.

(a) LANDLORD covenants that TENANT shall have the quiet possession and enjoyment of the demised premises for such lawful use as it may desire to make thereof in connection with or incidental to TENANT's youth baseball activities five (5) days per week as determined by the Director of Leisure Services or his/her designee. TENANT 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, the State of Florida, or the charter or ordinances of applicable local governments. TENANT shall not use or keep any substance or material in or about the demised premises which may vitiate or endanger the validity of the insurance on the buildings or increase the hazard of risk, and it shall not permit any nuisance on the demised premises.

(b) The use of the premises for youth baseball activities is limited to organized youth baseball activities sponsored by TENANT as a designated usage within LANDLORD's public park. TENANT shall, at its own cost, develop programs necessary to fulfill TENANT's youth baseball activities. TENANT shall obtain all licenses and permits necessary for its use.

(c) TENANT is solely responsible for maintenance of the premises and the scheduling of all events and activities related to TENANT's use.

(d) TENANT agrees that its youth baseball activities, events, and schedules will not discriminate against any person or group because of race, color, religion, disability, or national origin.

(e) TENANT agrees to comply with all rules and regulations for use of LANDLORD's parks.

SECTION 7. UTILITIES. TENANT shall provide and pay directly all telephone charges. LANDLORD will provide and pay for all lights, gas, electrical current, telephone charges, water, and sewers used anywhere

in, on, or about the demised premises and shall pay the charges made therefore by the suppliers thereof promptly when due and bill TENANT for seventy percent (70%) of these charges on a monthly basis with said amounts to be paid to LANDORD by TENANT within ten (10) days of receipt of the invoice.

SECTION 8. ASSIGNMENT AND SUBLETTING. TENANT shall not assign or sublet the leased premises, or any part thereof, without first obtaining the written consent of LANDORD.

SECTION 9. INSTALLATION AND REMOVAL OF EQUIPMENT. TENANT shall have the right to move and install on the premises equipment and other items necessary for its use of the premises. All fixtures on the premises furnished by LANDORD shall remain the property of LANDORD and shall not be removed by TENANT. All equipment and property placed by TENANT at its own expense in, on, or about the leased premises, including fixtures temporarily affixed to the realty which may be removed without damage, shall remain the property of TENANT and TENANT shall have the right at any time during the term hereof or at the end thereof to remove all such equipment and property.

SECTION 10. HOLD HARMLESS. TENANT agrees to hold harmless, indemnify, and defend LANDORD and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to the use of the premises or exercise of this Lease.

SECTION 11. INSURANCE OF LEASED PREMISES.

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

(1) Before taking possession of the leased premises, TENANT shall furnish LANDORD with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance

required by this Section (Commercial General Liability and Property Insurance). LANDORD and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that LANDORD 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 TENANT, TENANT shall provide LANDORD with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by LANDORD nor failure to disapprove the insurance furnished by TENANT shall relieve TENANT of its full responsibility for performance of any obligation including its indemnification of LANDLORD under this Lease.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Lease 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.

(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 Lease, 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, TENANT shall, as soon as it has knowledge of any such circumstance, immediately notify LANDORD and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Lease. Until such time as TENANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, TENANT shall be deemed to be in default of this Lease.

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

(1) Commercial General Liability.

(A) TENANT's insurance shall cover TENANT 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 TENANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$1,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00



(2) Property Insurance. TENANT shall provide property insurance covering real property, and if this Contract includes construction of or additions to above ground buildings or structures, Builder's Risk insurance, as follows:

(A) Form. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) 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 the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that Builder's Risk coverage will continue to apply until final acceptance of the buildings, additions, or structures by OWNER.

(E) Exclusions. Exclusions for design errors or defects, theft, earth movement, and rainwater shall be removed.

(F) Flood Insurance. If buildings or structures are located within a special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

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

(e) Occurrence Basis. The Commercial General Liability required by this Lease shall be provided on an occurrence rather than a claims-made basis

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

SECTION 12. CANCELLATION AND TERMINATION. This Lease may be canceled or terminated by either party at any time, with or without cause, upon not less than fourteen (14) days written notice delivered to the other party or, at the option of LANDORD, immediately in the event

any of the terms, covenants, or agreements of this Lease have been violated.

SECTION 13. SURRENDER OF POSSESSION. TENANT agrees to deliver up and surrender to LANDORD possession of the leased premises at the expiration or termination of this Lease, in as good condition as when TENANT takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

SECTION 14. ACCEPTANCE OF PREMISES BY TENANT. The taking of possession of the said leased premises by TENANT shall be conclusive evidence as against TENANT that the premises were in good and satisfactory condition when possession was taken, latent hidden defects excepted.

SECTION 15. WAIVER. No waiver of any breach of any one or more of the conditions or covenants of this Lease by LANDORD or by TENANT shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

SECTION 16. 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 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.

SECTION 17. HOLDING OVER. If, after the expiration of this Lease, TENANT shall hold over and remain in possession of the leased premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein.

SECTION 18. NOTICES. Whenever either party desires to give notice unto the other, it shall be deemed given when mailed to the other party at the following address:

For LANDLORD:

Director of Leisure Services
845 Lake Markham Road
Sanford, FL 32771

For TENANT:

Seminole Baseball Incorporated
627 Estates Place
Longwood, FL 32779

Either of the parties may change by written notice the addresses or persons for receipt of notices.

SECTION 19. QUIET POSSESSION. LANDORD shall warrant and defend TENANT in the enjoyment and peaceful possession of the premises during the term of this Lease.

SECTION 20. MAINTAINING PREMISES. It is understood by TENANT that rodent and pest control is the sole responsibility of TENTANT. In addition, TENANT shall maintain the leased premises to include, but not limited to, all site structures, fencing, sidewalks, facility lighting, spectator seating, irrigation system, athletic fields, and turf maintenance, as specifically indicated in Exhibit A for restroom and building maintenance schedules and Exhibit B for athletic field maintenance. The premises shall be maintained in a clean, net condition and shall not accumulate or permit the accumulation of any trash, refuse, or debris or of anything that is unsightly or which creates a fire hazard or nuisance or causes inconvenience to adjoining properties. TENANT agrees to repair all safety and maintenance deficiencies in a timely manner. Failure to maintain the athletic field, restrooms, site

structures, and common areas may result in COUNTY exercising Section 12, Cancellation and Termination, of this Agreement.

SECTION 21. DEFAULT. In the event of an act of default by the other, either party to this Lease shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

SECTION 22. ENTRY OF LANDLORD. TENANT shall permit LANDLORD and its agents to enter into and upon the leased premises at all times for the purposes of inspecting the premises related to safety and maintenance requirements.

SECTION 23. APPLICABLE LAW. This Lease shall be construed under and in accordance with the laws of the State of Florida.

SECTION 24. PUBLIC RECORDS LAW.  TENANT acknowledges LANDLORD's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. TENANT acknowledges that LANDLORD is required to comply with Chapter 119, Florida Statutes, (in the handling of the materials created under this Lease) and that said statute controls over the terms of this Lease.

SECTION 25. BOOKS, RECORDS AND REPORTING REQUIREMENTS.

(a) LANDLORD or its designee shall have the right to review all records maintained by TENANT related to this Lease and TENANT's youth baseball activities on the premises. LANDLORD, at its expense, may perform or have performed an audit of the records of TENANT related to this Lease and TENANT's youth baseball activities.

(b) TENANT shall upon execution of this Lease and prior to December 31, 2008, provide LANDLORD with the following statistical

reports (in a form acceptable to LANDORD's Director of Leisure Services) and other documents:

(1) Statistical report of youth baseball activities detailing organized activities to include, but not be limited to:

- (A) youths served;
- (B) teams organized;
- (C) tournaments held; and
- (D) games played.

(2) Evidence of Payment of the annual rent.

(3) Insurance Certificates required under this Lease.

(4) Site plan depicting all buildings and improvements on the premises. In addition to the annual site plan, TENANT must submit an updated site plan for any alteration or remodeling of buildings and improvements.



(5) Organizational Chart detailing TENANT's officers, directors, and other supervisory persons including contact addresses and telephone numbers.

SECTION 26. LIENS. LANDORD's interest shall not be subject to liens for improvements made by TENANT. TENANT covenants that it will not permit mechanic's liens, materialmen's liens, or any encumbrance to attach to the premises.

SECTION 27. CONDEMNATION PROCEEDINGS. TENANT waives all rights of compensation or other damages relating to eminent domain proceedings related to the premises.

SECTION 28. TAXES. TENANT agrees to pay before they become delinquent all taxes of every kind, including special assessments, assessed against the premises, its rents or uses. TENANT agrees that if

its activities render the premises subject to any tax or assessment, TENANT shall be responsible for payment of those taxes and assessments.

SECTION 29. RADON GAS NOTICE. LANDLORD provides notice under Section 404.056(7), Florida Statutes, as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

IN WITNESS WHEREOF, the parties have hereto executed this instrument for the purposes herein expressed, the day and year first above written.

ATTEST:

SEMINOLE BASEBALL INCORPORATED

JAMES BARTH
Vice-President



LEE SILER
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Maintenance Schedule for Restrooms and Buildings
- Exhibit B - Maintenance Schedule for Athletic Fields

AEC:jjr; 7/30/07; 8/29/07; P:\Users\jroyal\Leisure Services\2007 Seminole Baseball Lease.doc

SOLDIERS CREEK PARK
BASEBALL RESTROOM
MAINTENANCE SCHEDULE
2007

EXHIBIT A

RESTROOMS

SERVICES REQUIRED DAILY

- A. Remove all wastebaskets, wipe any stains or spills, install replacement liners and carry trash to pick up areas
All waste receptacles will be emptied and returned to their original location. Using a germicidal solution, all waste receptacles should be wiped clean inside and outside to remove evident soil or wet spill. All plastic liners will be replaced when obviously soiled or torn.
- B. Spot clean all wall surfaces, stall partitions, and doors
Clean partition walls, doors and walls surrounding or adjacent to urinals and commodes. Remove any non-permanent stains, spots, streaks, and graffiti using a cloth scrub pad, or a sponge and a germicidal detergent solution. Wipe the surface dry using a clean cloth. After cleaning, surfaces will have a uniform appearance free of dust, lint, streaks, stains and writing.
- C. Clean all mirrors
Clean glass with a suitable glass cleaner. Clean frames and any adjacent shelves with a damp cloth or sponge and polish dry with a paper towel. After cleaning, all surfaces will have no visible signs of streaks, smudges, lint, film, etc.
- D. Clean and sanitize all urinals and toilets
Completely clean, disinfect and deodorize all exposed surfaces of toilets and urinals (urinal blocks are prohibited). A non-abrasive cleaner will be used on exposed hardware which will be dried and polished after cleaning. All foreign material will be removed from the urinal drain tap. After cleaning and completely drying the toilet seat, it should be placed in an upright position. Obstructed toilets and urinals will be reported to the Contract Administrator by 7:00 AM the following business morning.
- E. Clean and sanitize wash basins, faucets, handles and countertops
Completely clean and disinfect all exposed surfaces of the sink. A non-abrasive cleaner will be used on the exposed hardware which will also be dried and polished. After cleaning, fixtures will be free of streaks, residue, smudges, etc. Inoperable or broken fixtures should be reported to the County by 8:00 AM the next business morning. Use different cloths, sponges, brushes and scouring pads when cleaning sinks than when cleaning commodes and urinals.

- F. Clean, sanitize and restock all dispensers
Use a cloth and a mild detergent solution to remove dust, smudges, streaks etc. from dispensers. All dispensers will be checked daily to ensure enough supply for the next business day. Dispensers will be checked for proper operation after filling and replaced as needed. Soap, paper towels and toilet paper are supplied by Seminole Baseball Inc. Seminole Baseball Inc. is responsible for installation of new dispensers or replacement of broken dispensers as needed.
- G. Sweep and wet mop all floors
Prior to mopping, the floor surface will be swept with a broom to remove all loose dirt and soil. Mop the floor with a germicidal detergent solution and rinse with clean water. After mopping, the floor will have a uniform appearance free of spots, spills, stains, residue, mop strings, etc. Dispose of the remaining germicidal solution by pouring down the floor drain. Mop shall be rinsed and squeezed to extract excess water and hung up to dry. Mop bucket shall be rinsed out and stored dry. Excess water should be removed using a mop or a squeegee. Under no circumstances should standing water remain on any floor.

SERVICES REQUIRED WEEKLY

- A. Wash and disinfect interior walls and partitions
Using a cloth and germicidal solution wipe showers, walls, and stall partitions thoroughly to remove all dirt, smudges, residue, etc. Clean and polish shower drains and fixtures at this time.
- B. Wipe clean all window ledges
Use a cloth and germicidal solution to remove all debris, spots, streaks, smudges, etc. from all restroom window ledges.
- C. De-scale toilets, urinals and faucets, if necessary
Remove scale, scum, mineral deposits, rust stains, etc. from the interior of toilet bowls and urinals. After cleaning, toilets and urinals will be free from rings and marks and will have a uniform, bright, shiny appearance.
- D. Clean and polish hardware and pipes
After wiping fixture with a non-abrasive germicidal detergent, dry and polish with a dry cloth. After cleaning and polishing, the fixtures will have a uniform appearance free of spots, stains, soil and lime deposits.
- E. Clean exhaust fans and air returns
This task will precede sweeping and mopping. Using a cloth and germicidal solution, remove all visible dirt and dust from exhaust fans and air returns.

SERVICES REQUIRED MONTHLY

- A. Pressure wash all shower areas (walls, ceilings, doors, etc.)
Shower areas will be cleaned with a high pressure cleaner and a germicidal solution. Excess water should be cleaned up using a mop or a squeegee
- B. Scrub restroom, locker and shower floors to remove dirt buildup in the tile grouting
All surface litter will be removed before scrubbing. Apply the appropriate cleaning solution and allow to stand for five (5) minutes before scrubbing the surface with a floor buffer equipped with a grit brush. This will remove heavy stains, mildew and mineral deposits from the surface, including the grouting. After scrubbing, the surface will be rinsed thoroughly to remove all remain detergent solution. Areas no accessible to the buffer will be manually scrubbed with an abrasive hand pad. All cove base and walls will be free of splash marks.
- C. Clean floor drains
Remove grate if possible. Remove all built-up deposits, embedded hairs, etc. from the grate and the neck of the drain. Replace grate. After wet-mopping the floor, empty the remaining germicidal solution down the floor drain. After cleaning, the drain and grate will be free of odors and built-up deposits. Report any obstructed drains to the Contract Administrator by 7:00 AM the following business morning.

Quality Assurance: The County's Contract Administrator or designee will monitor the TENANT's performance under this agreement by conducting weekly inspection of the restrooms. When problems exist, other inspection dates and times will be scheduled in advance with TENANT's board member responsible for the sites restroom facility maintenance and upkeep.

Note: See attached inspection form for Soldiers Creek Women's and Men's restrooms.

RESTROOM INSPECTION REPORT

PARK LOCATION : SOLDIERS CREEK PARK - WOMEN'S RESTROOM

DATE: _____ TIME: _____

COMPLETED BY: _____

I. RESTROOMS - Women's

		RATING
1	Replace wastebaskets, wipe stains/spills, replace liners as needed	
2	Spot clean wall surfaces, stall partitions and doors	
3	Clean mirrors	
4	Clean and sanitize urinals and toilets	
5	Clean and sanitize basins, faucets, handles and countertops	
6	Clean, sanitize, restock all dispensers	
7	Sweep and wet mop floors	
8	Check showers and remove debris	

		RATING
1	Wash and disinfect interior walls	
2	Wipe clean window ledges	
3	De-scale toilets, urinals, and faucets, if necessary	
4	Clean and polish hardware and pipes	
5	Clean exhaust fans and air returns	

		RATING
1	Pressure wash shower walls	
2	Scrub restroom, locker and shower floors to remove dirt from grout	
3	Clean floor drains	

III. COMMENTS

PARK LOCATION : SOLDIERS CREEK PARK - MEN'S RESTROOM

DATE: _____ TIME: _____

COMPLETED BY: _____

I. RESTROOMS - Men's

		RATING
1	Replace wastebaskets, wipe stains/spills, replace liners as needed	
2	Spot clean wall surfaces, stall partitions and doors	
3	Clean mirrors	
4	Clean and sanitize urinals and toilets	
5	Clean and sanitize basins, faucets, handles and countertops	
6	Clean, sanitize, restock all dispensers	
7	Sweep and wet mop floors	
8	Check showers and remove debris	

		RATING
1	Wash and disinfect interior walls	
2	Wipe clean window ledges	
3	De-scale toilets, urinals, and faucets, if necessary	
4	Clean and polish hardware and pipes	
5	Clean exhaust fans and air returns	

		RATING
1	Pressure wash shower walls	
2	Scrub restroom, locker and shower floors to remove dirt from grout	
3	Clean floor drains	

III. COMMENTS

Legend: S = Completed Satisfactorily
 NS = Not Completed Satisfactorily
 NC = Not Completed

Athletic Field Maintenance

MOWING

The athletic fields shall be mowed with a reel type mower to maintain a minimum one (1) inch height through out the year. i.e. twice weekly during cooler months and three times weekly during the warmer growing season. All litter debris shall be removed from turf before mowing to avoid shredding that damage turf appearance, or items that may be propelled by mower blades. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed.

The reels of the mower shall be sharp and the cut even at all times to prevent scalping and damage to grass.

The direction of the cut shall be changed each time the fields are mowed.

(Note: Common areas between the athletic fields are the mowing responsibility of the TENANT and are to be kept at a minimum of three (3) inches in height at all times throughout the year)

FERTILIZATION

The specified fertilizer formulations shall be applied at a minimum seven (7) times per year using a calibrated spreader on dry grass as prescribed by the County.

A. FERTILIZE: (8 times annually) these months

- | | |
|-------------|--------------|
| 1. February | 5. June |
| 2. March | 6. July |
| 3. April | 7. August |
| 4. May | 8. September |

AERATION

Aeration shall take place a minimum of three (3) times per year on Bermuda grass using a hollow or open spoon tine. Seminole Baseball Inc's personnel shall be required to mark or flag all irrigation heads and valves before operation. The plugs shall be dragged in afterwards and mowed. The County will notify the contractor when to aerify in accordance with programming.

B. AERATE / SLICE (once annually)

1. June

TOP DRESSING

TENANT will be required to top dress the athletic fields a minimum annually with material prescribed by the County.

C. TOP DRESS FIELDS (once annually)

1. October

WEED CONTROL

The fields shall be kept weed free at all times. Weeds are to be sprayed or mechanically removed with each mowing. Seminole Pony Baseball Inc shall provide the County with a weed control program, based on the County's turf grass consultant's monthly recommendations, for review and approval by the Parks and Recreation Manager or designee.

All applications shall be in accordance with Florida Pesticide Laws.

TENANT shall keep records as prescribed by law for the use of pesticides of all operations stating dates, times, methods of application, chemical formulations, applicator's name and weather conditions.

A Certified Pest Control Operator shall be in continuous charge of all work and shall perform site supervision to the maximum extent possible during the scheduled application. Contractor shall provide labels and MSDS (material safety data sheets) for all products used on the fields. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at cost to TENANT.

D. WEED & INSECT CONTROL monthly as prescribed by the County's turf grass consultant.

IRRIGATION SYSTEM

TENANT shall inspect the irrigation system on a weekly basis to check for proper operation and is responsible for cost of all repairs to ensure proper operations of the system.

TURF REPAIR

TENANT shall be responsible for inspection and repair of all wear holes in the playing surface and common ground area between fields.

Quality Assurance. The County's Administrator or designee will monitor the TENANT's performance under this agreement by conducting monthly inspection of the grounds. When problems exist, other inspection dates and times will be scheduled in advance with the TENANT to rectify any identified issues.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Dollard Enterprises Minor Plat**DEPARTMENT:** Planning and Development **DIVISION:** Development Review**AUTHORIZED BY:** Dori DeBord**CONTACT:** Alan Willis**EXT:** 7332**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the minor plat for Dollard Enterprises on 4.325 acres located on Vihlen Road, west of Upsala Road, in Section 33, Township 19 S, Range 30 E (Robert Dollard, applicant).

District 5 Brenda Carey

Alan Willis

BACKGROUND:

The applicant, Robert Dollard, is requesting approval of the minor plat for Dollard Enterprises. The minor plat consists of four (4) lots (minimum of 11,700 Square feet each) containing a total of 4.325 acres. The current zoning is R-1AA and the plat is consistent with the zoning requirements. Each lot will be larger than $\frac{3}{4}$ acres in size and will be served by private well and septic system. The plat meets all applicable requirements of Chapter 35, Section 35.122, Seminole County Land Development Code and Chapter 177, Florida Statutes.

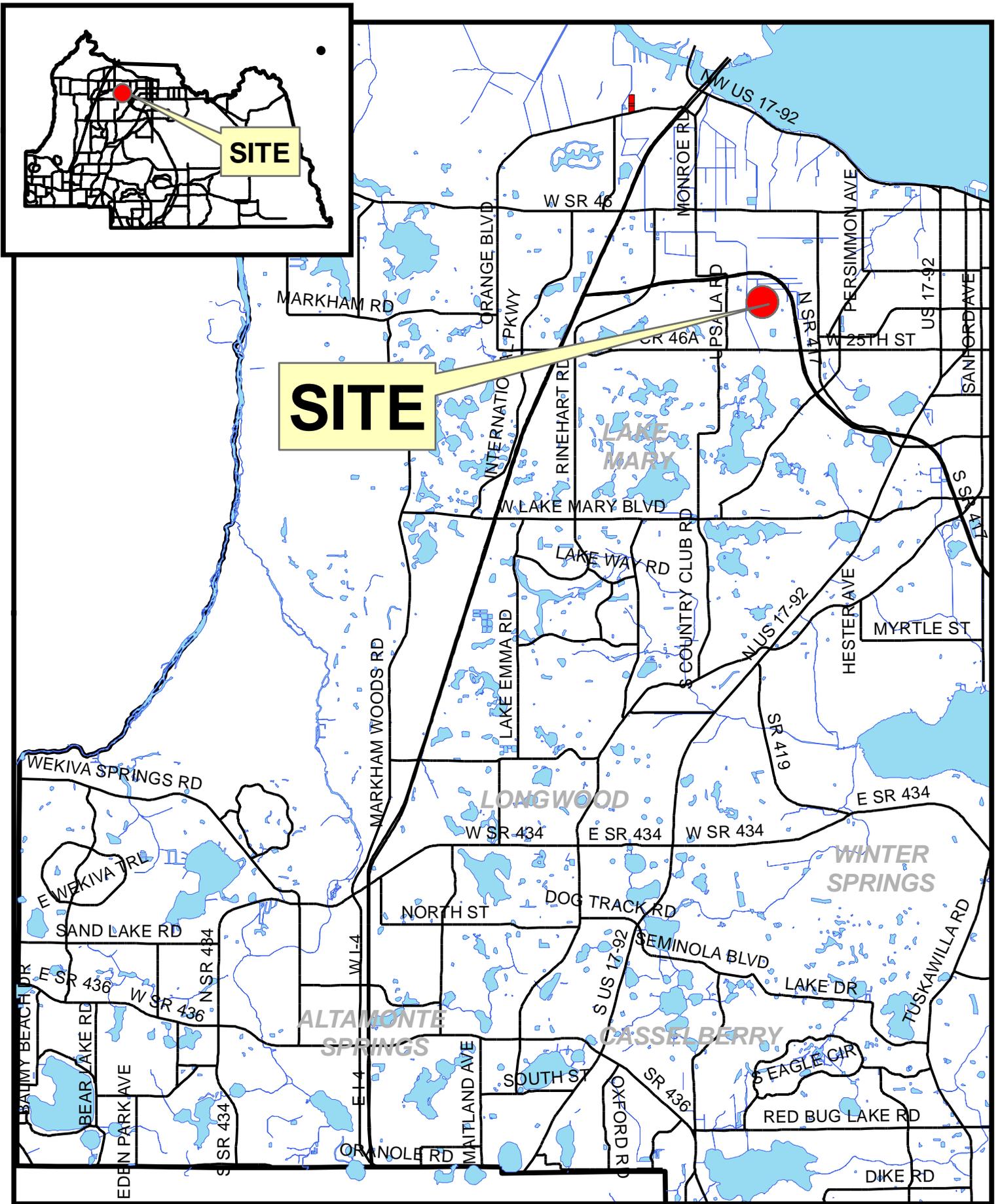
STAFF RECOMMENDATION:

Staff recommends the Board approve and authorizes the Chairman to execute the minor plat for Dollard Enterprises on 4.325 acres located on Vihlen Road, west of Upsala Road, in Section 33, Township 19 S, Range 30 E , as requested by the applicant.

ATTACHMENTS:

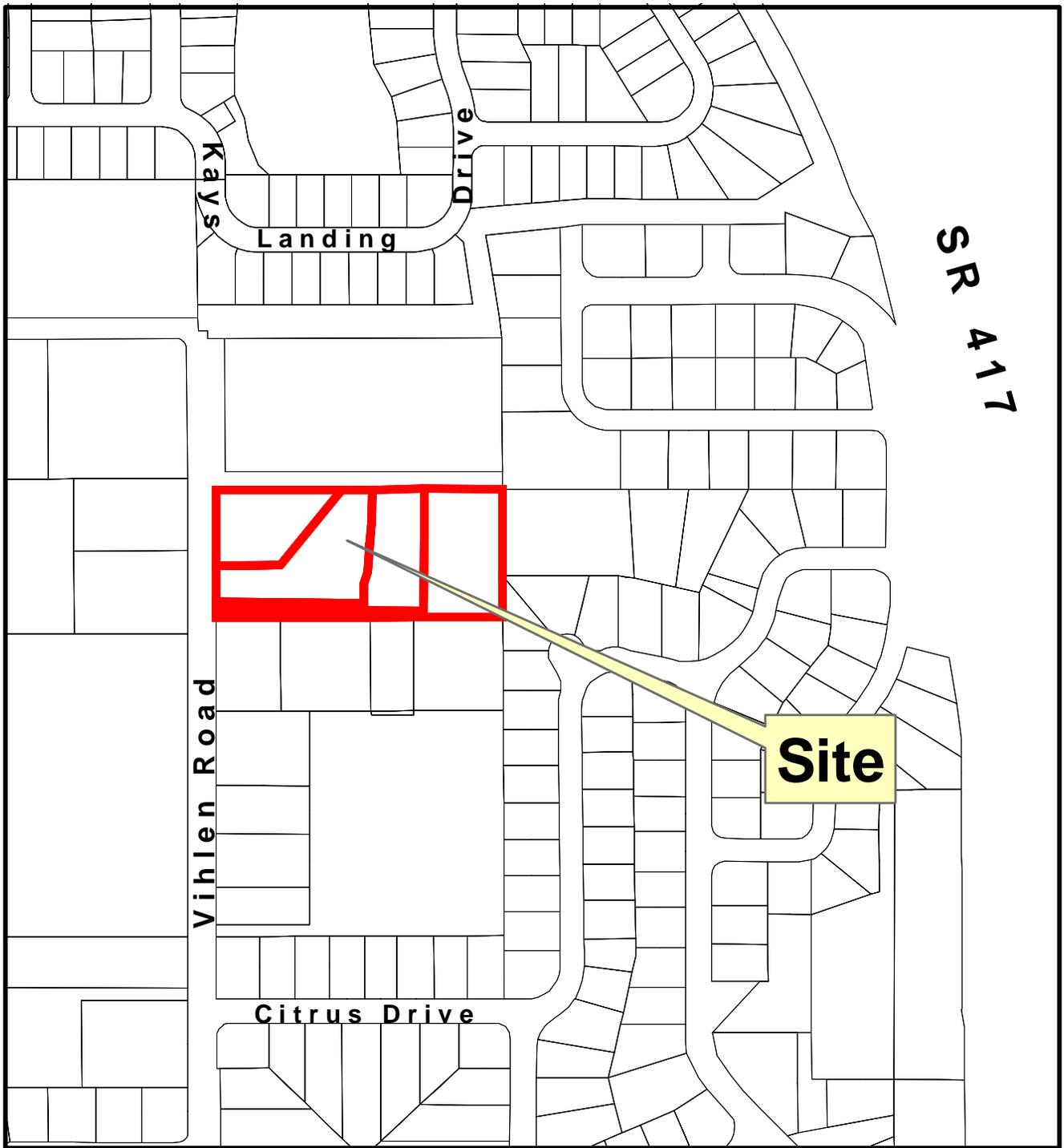
1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Sketch of Description

Additionally Reviewed By: County Attorney Review (Kathleen Furey-Tran)



Dollard Enterprises
Minor Plat

Exhibit A



Dollard Enterprizes Minor Plat





Dollard Enterprizes Minor Plat



DOLLARD ESTATES

REPLATTING OF A PORTION OF LOT 12, NEW UPSULA,
AS RECORDED IN PLAT BOOK 1, PAGE 67,
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
LOCATED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

DESCRIPTION

The North 1/2 and the North 47.5 feet of the South 1/2 (Less the West 10 feet) of Lot 12, NEW UPSULA, according to the Plat thereof as recorded in Plat Book 1, Page 67 of the Public Records of Seminole County, Florida, being more particularly described as follows:

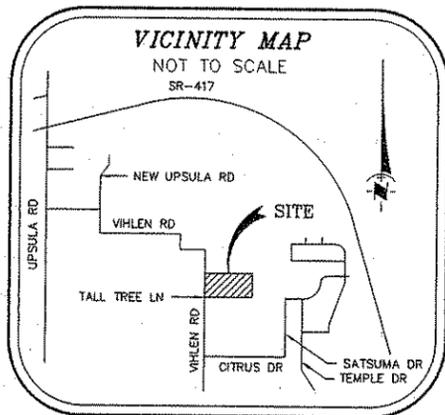
COMMENCE at the East 1/4 corner of Section 34, Township 19 South, Range 30, East, Seminole County, Florida; thence N.89°52'59"W. along the North line of the Southeast 1/4 of said Section 34, a distance of 2631.17 feet to the center of said Section 34 and the POINT OF BEGINNING; thence S.00°03'49"E. along the East line of the Southwest 1/4 of said Section 34, also being the East line of Lot 12, NEW UPSULA, according to the Plat thereof as recorded in Book 1, Page 67 of the Public Records of Seminole County, Florida, a distance of 295.95 feet; thence S.89°47'07"W. along the South line of the North 47.50 feet of the South 1/2 of said Lot 12, a distance of 636.56 feet; thence N.00°06'27"W. along the East Right-of-Way line of Vihlen Road, a distance of 295.85 feet; thence N.89°46'36"E. along the North line of the Southwest 1/4 of said Section 34, also being the North line of said Lot 12, a distance of 636.79 feet to the POINT OF BEGINNING.

Containing 4.325 acres or 188,391 square feet, more or less.

NOTES

- 1.) Bearings are based on the East line of the SW 1/4 of Section 34-19-30, being S00°03'49"E.
- 2.) The Conservation Easement shown together with the 25-foot wide Conservation Buffer is dedicated to Seminole County, Florida.

SHEET 1 OF 2



PLAT BOOK PAGE

DOLLARD ESTATES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner(s) in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicates the conservation easement together with its 25 foot upland buffer to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the individuals named below on July 2 2007.

Robert L. Dollard III Dolleen K. Dollard
ROBERT L. DOLLARD, III DOLLEEN K. DOLLARD

Attest:

Signed in the presence of:

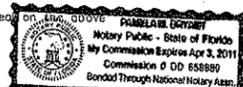
Pamela M. Bryant Rebekah Klinec
WITNESS SIGNATURE WITNESS SIGNATURE
Pamela M. Bryant Rebekah Klinec
WITNESS PRINTED NAME WITNESS PRINTED NAME

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on July 2, 2007 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid personally appeared Robert L. Dollard III and Dolleen K. Dollard known to be the individual(s) described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be (his) (their) free act and deed for the uses and purposes therein expressed.

- The aforesaid person(s) is/are personally known to me
 or has/have produced _____ as identification.
 Did take an oath:
 Did not take an oath:

IN WITNESS WHEREOF, I have set my hand and seal on this July 2, 2007 date.
Pamela M. Bryant
NOTARY PUBLIC
My Commission Expires 4/3/2011



DOLLARD ESTATES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner(s) in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicates the conservation easement together with its 25 foot upland buffer to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the individuals named below on July 2 2007.

Robert Louis Dollard, IV Courtney Sherriese Dollard
ROBERT LOUIS DOLLARD, IV COURTNEY SHERRIESE DOLLARD

Attest:

Signed in the presence of:

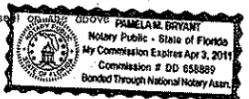
Robert L. Dollard III Pamela M. Bryant
WITNESS SIGNATURE WITNESS SIGNATURE
Robert L. Dollard III Pamela M. Bryant
WITNESS PRINTED NAME WITNESS PRINTED NAME

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on July 2, 2007 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid personally appeared Robert L. Dollard IV and Courtney Dollard known to be the individual(s) described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be (his) (their) free act and deed for the uses and purposes therein expressed.

- The aforesaid person(s) is/are personally known to me
 or has/have produced _____ as identification.
 Did take an oath:
 Did not take an oath:

IN WITNESS WHEREOF, I have set my hand and seal on this July 2, 2007 date.
Pamela M. Bryant
NOTARY PUBLIC
My Commission Expires 4/3/2011



JOINDER AND CONSENT TO PLAT

THE UNDERSIGNED hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the plot to be known as Dollard Estates and that the undersigned hereby joins in and consents to the plotting of the aforesaid subdivision of the lands by the owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Record Book 6724, Page 495, of the Public Records of Seminole County, Florida, shall be subordinate to the above plat.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned officer this July 2 day of July 2007.

Signed and delivered in the presence of:
Heather Roseberry
WITNESS SIGNATURE

Heather Roseberry
WITNESS PRINTED NAME
Anna Smith
WITNESS SIGNATURE
Anna Smith
WITNESS PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on July 10 2007 before me, an officer duly authorized to take Acknowledgments in the State and County aforesaid, personally appeared Lorna L. Slaughter of American Broker/Conduit, incorporated under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent to Plat and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Jacqueline Valenzuela
NOTARY PUBLIC
My Commission Expires: 3-28-2010



SEE ATTACHMENT

JOINDER AND CONSENT TO PLAT

THE UNDERSIGNED hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the plot to be known as Dollard Estates and that the undersigned hereby joins in and consents to the plotting of the aforesaid subdivision of the lands by the owner thereof and agrees that its mortgage, lien or other encumbrance, which is recorded in Official Record Book 6724, Page 495, of the Public Records of Seminole County, Florida, shall be subordinate to the above plat.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its undersigned officer this July 2 day of July 2007.

Signed and delivered in the presence of:
Sharon Jean
WITNESS SIGNATURE

Sharon Jean
WITNESS PRINTED NAME
Wanda S. Williams
WITNESS SIGNATURE
Wanda S. Williams
WITNESS PRINTED NAME

ACKNOWLEDGEMENT

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on July 6th 2007 before me, an officer duly authorized to take Acknowledgments in the State and County aforesaid, personally appeared Cindy McGreen-Calderson of Fairwinds Credit Union, incorporated under the laws of the State of Florida, to me known to be the individual and officer described in and who executed the foregoing Joinder and Consent to Plat and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

Cindy McGreen-Calderson
NOTARY PUBLIC
My Commission Expires: _____
Maryann Holt
MY COMMISSION # DD340413 EXPIRES July 22, 2008 BONDED THROUGH NATIONAL NOTARY ASSN.



Tinklepaugh

SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778

DOLLARD ESTATES DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owner(s) in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicates the conservation easement together with its 25 foot upland buffer to Seminole County, Florida.

IN WITNESS WHEREOF, has caused these presents to be signed and attested to by the individuals named below on July 2 2007.

Seth Lytle Tracy M. Lytle
SETH LYTLE TRACY M. LYTLE

Attest:

Signed in the presence of:

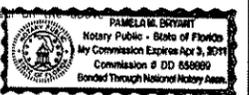
Robert L. Dollard III Pamela M. Bryant
WITNESS SIGNATURE WITNESS SIGNATURE
Robert L. Dollard III Pamela M. Bryant
WITNESS PRINTED NAME WITNESS PRINTED NAME

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on July 2, 2007 before me, an officer duly authorized to take acknowledgements in the State and County aforesaid personally appeared Seth Lytle and Tracy Lytle known to be the individual(s) described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be (his) (their) free act and deed for the uses and purposes therein expressed.

- The aforesaid person(s) is/are personally known to me
 or has/have produced _____ as identification.
 Did take an oath:
 Did not take an oath:

IN WITNESS WHEREOF, I have set my hand and seal on this July 2, 2007 date.
Pamela M. Bryant
NOTARY PUBLIC
My Commission Expires 4/3/2011



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on February 20, 2004 he completed the survey of the lands as shown in the foregoing plat or plan; that said plat is a correct representation of the lands therein described and plotted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida; Prepared in compliance with the provisions of Chapter 177, Florida Statutes.

SIGNATURE Gerald F. Livernoise
NAME Gerald F. Livernoise P.L.S. Reg. No. 3517
TINKLEPAUGH SURVEYING SERVICES, INC.
379 W MICHIGAN STREET, SUITE 208 ORLANDO, FLORIDA 32808
Telephone (407) 422-0957 fax (407) 422-6915
LICENSE BUSINESS No. 3778



CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on _____ the foregoing plat was approved by the Board of County Commissioners of Seminole County, Florida.

BY: _____ BY: _____
CHAIRMAN OF THE BOARD CLERK OF THE BOARD

PRINTED NAME: _____ PRINTED NAME: _____

COUNTY SURVEYOR'S CERTIFICATE

I have reviewed this plat and find it to be in conformity with Chapter 177 Florida Statutes.

Steve L. Wessels, P.L.S.
Florida Registration Number 4589
County Surveyor for Seminole County, Florida

Date: _____

CERTIFICATE OF CLERK OF THE CIRCUIT COURT

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on _____ at _____ File No. _____

Clerk of the Circuit Court
in and for Seminole County, Florida

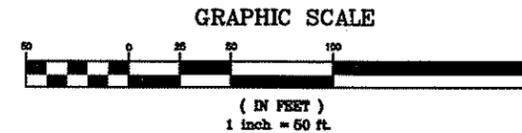
BY: _____
Printed Name: _____

DOLLARD ESTATES

SHEET 2 OF 2

PLAT BOOK PAGE

REPLATTING OF A PORTION OF LOT 12, NEW UPSALA,
AS RECORDED IN PLAT BOOK 1, PAGE 67,
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA
LOCATED IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA



LINE	LENGTH	BEARING
L1	7.39'	N88°00'05"W
L2	60.37'	N87°23'42"W
L3	7.99'	N42°22'53"W
L4	8.42'	N34°13'38"E
L5	63.19'	S87°19'54"E
L6	49.15'	N84°19'53"E
L7	71.75'	N86°29'58"E
L8	52.27'	S88°13'23"E
L9	37.88'	N88°13'23"E
L10	21.67'	S02°14'41"E
L11	20.20'	S74°55'28"E
L12	38.48'	S81°08'45"E
L13	34.46'	S17°07'58"E
L14	38.54'	S57°49'56"W
L15	34.04'	S19°20'13"W

LINE	LENGTH	BEARING
L16	34.24'	S70°50'55"W
L17	40.27'	N54°03'10"W
L18	28.28'	N49°45'05"W
L19	19.78'	S85°57'24"W
L20	40.74'	N89°43'14"E
L21	15.85'	N38°54'53"E
L22	13.84'	N32°51'36"W
L23	47.77'	N82°28'27"W
L24	37.82'	N12°58'38"W
L25	69.87'	N12°47'59"W
L26	38.98'	N23°30'28"E
L27	40.40'	N49°27'05"E
L28	30.18'	N82°08'48"E
L29	2.87'	N04°01'03"E
L30	27.34'	N49°27'05"E

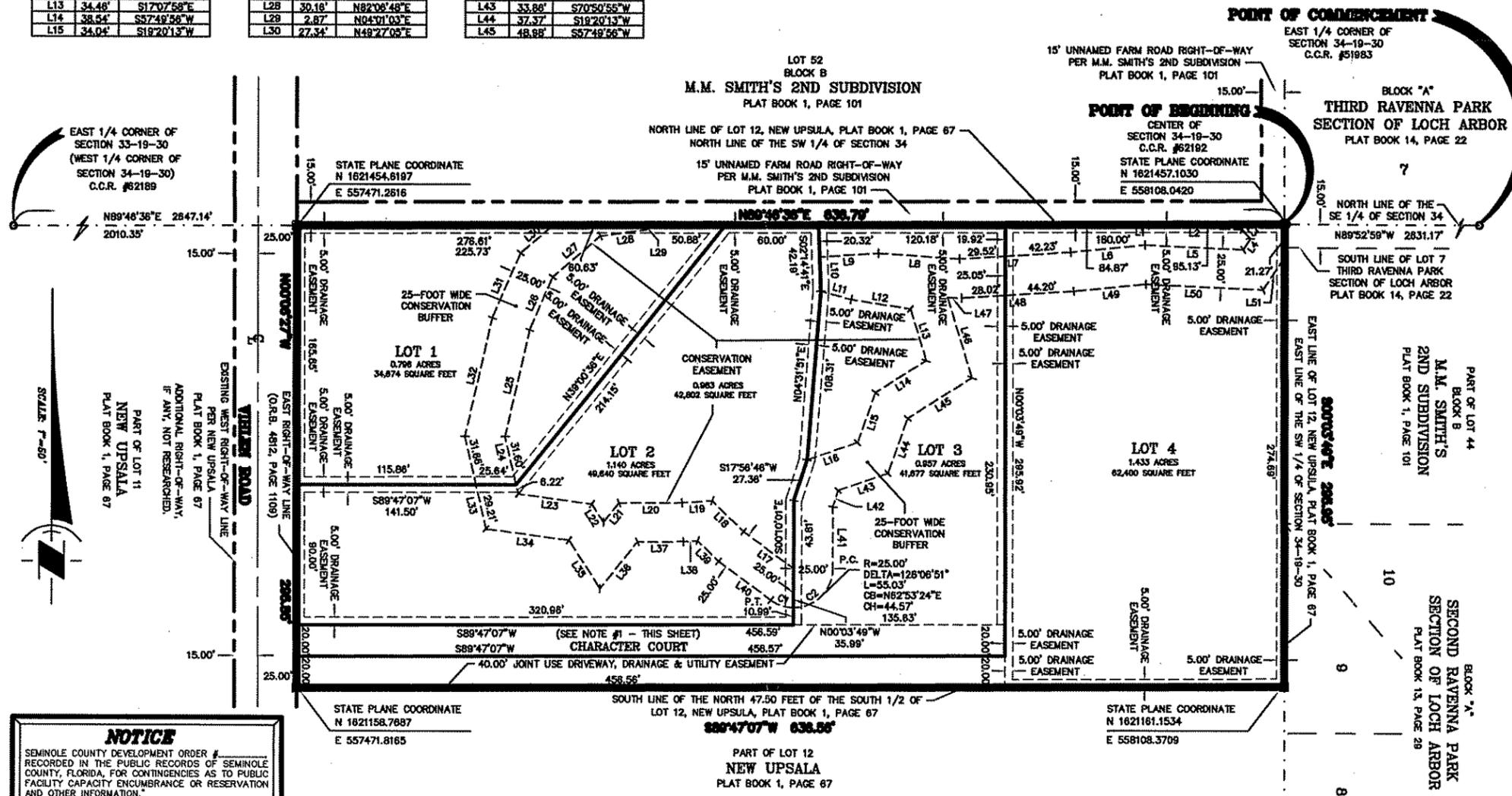
LINE	LENGTH	BEARING
L31	46.08'	N23°30'26"E
L32	78.04'	N12°47'59"E
L33	60.87'	N12°58'38"W
L34	53.55'	N82°28'27"W
L35	36.85'	N32°51'36"W
L36	38.83'	N38°54'53"E
L37	28.68'	N89°43'14"E
L38	9.38'	S85°57'24"W
L39	18.88'	N49°45'05"W
L40	42.08'	N54°03'10"W
L41	39.82'	S00°10'01"E
L42	10.83'	S17°58'48"W
L43	35.88'	S70°50'55"W
L44	37.37'	S19°20'13"W
L45	48.88'	S87°49'56"W

LINE	LENGTH	BEARING
L46	53.81'	S17°07'58"E
L47	6.08'	S88°13'23"E
L48	72.22'	N86°29'58"E
L49	46.80'	N84°19'53"E
L50	75.36'	S87°19'54"E
L51	24.91'	N34°13'38"E

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	25.00'	15.71'	36°00'36"	S72°03'30"E	15.46'
C2	25.00'	39.32'	90°06'12"	N44°53'05"E	35.39'

NOTES

1.) THE JOINT USE DRIVEWAY, DRAINAGE AND UTILITY EASEMENT OVER LOTS 3 AND 4 SHALL BE PRIVATE AND KNOWN AS CHARACTER COURT. IT WILL PROVIDE ACCESS TO LOTS 2, 3 AND 4 AND ITS MAINTENANCE WILL BE SHARED BY THESE LOTS.



EAST 1/4 CORNER OF SECTION 33-19-30 (WEST 1/4 CORNER OF SECTION 34-19-30) C.C.R. #62189



NOTICE
SEMINOLE COUNTY DEVELOPMENT ORDER #... RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, FOR CONTINGENCIES AS TO PUBLIC FACILITY CAPACITY ENCUMBRANCE OR RESERVATION AND OTHER INFORMATION.

NOTICE
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

- LEGEND**
- DENOTES SET CONCRETE MONUMENT (PRM #3517)
 - DENOTES RECOVERED ROUND CONCRETE MONUMENT (NO NUMBER)
 - DENOTES RECOVERED IRON PIPE (NO NUMBER)
 - ⊕ DENOTES CENTERLINE OF RIGHT-OF-WAY
 - ↔ DENOTES CHANGE IN DIRECTION

- ABBREVIATIONS**
- C.C.R. DENOTES CERTIFIED CORNER RECORD
 - CB DENOTES CHORD BEARING
 - CH DENOTES CHORD
 - L DENOTES ARC LENGTH
 - O.R.B. DENOTES OFFICIAL RECORDS BOOK
 - P.C. DENOTES POINT OF CURVATURE
 - P.R.M. DENOTES PERMANENT REFERENCE MONUMENT
 - P.T. DENOTES POINT OF TANGENCY
 - R DENOTES RADIUS

Tinklepaugh SURVEYING SERVICES, INC.
379 W. Michigan Street, Suite 208 • Orlando, Florida 32806
Tele. No. (407) 422-0957 Fax No. (407) 422-8915
LICENSED BUSINESS No. 3778

CONSENT TO PLAT

THE UNDERSIGNED hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the plat to be known as Dollard Estates; and that the undersigned hereby Consents to the platting of the aforesaid subdivision of the lands by the owner, which is recorded in Official Record Book 6724, Page 495 Of the Public Records of Seminole County, Florida.

IN WITNESS WHEREOF, the under signed has caused these presents to be executed by its undersigned officer this 02 day of August 2007.

Signed, sealed and delivered in the presence of:

Mortgage Electronic Registration Systems, Inc.

[Signature]
Witness signature:

[Signature]
BY:

Jamie McTighe
Printed name:

Lorna L. Slaughter
NAME:

[Signature]
Witness signature:

Vice President
TITLE:

Ann M. Smith
Printed name:

ACKNOWLEDGEMENT

STATE OF Maryland COUNTY OF Washington

THIS IS TO CERTIFY, that on August 02, 2007 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Lorna L. Slaughter Of MERS, Inc., incorporated under the laws of the State of U.S., to me known to be the individual and officer described in and who executed the foregoing Consent to Plat and acknowledged the execution thereof to be his/her free act and deed as such officer thereunto duly authorized.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]
NOTARY PUBLIC



My Commission Expires: 08-29-2010 My Comm. Exp. 08/29/2010

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release Performance Bond for Devon Place

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

Authorize the release of Performance Bond # 08773999 in the amount of \$529,559.82 for Devon Place subdivision located on the south side of Wilshire Blvd., approximately 1/4 mile south of SR 436, in Section 20, Township 21 S, and Range 30 E, as requested by Ryland Homes, applicant.

District 4 Carlton D. Henley

Cynthia Sweet

BACKGROUND:

Performance Bond # 08773999 in the amount of \$529,559.82 was required as part of the Land Development Code Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* to secure the construction and completion of the Devon Place subdivision improvements. Staff has conducted the final construction inspection and found that the construction requirements were completed per the approved final engineering plan. The Performance Bond has been replaced with a two-year maintenance bond to insure the performance and maintenance of the subdivision's improvements.

The subdivision is located on the south side of Wilshire Blvd., approximately ¼ mile south of SR 436, in Section 20, Township 21 S, and Range 30 E.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bond # 08773999 in the amount of \$529,559.82 for Devon Place subdivision, located on the south side of Wilshire Blvd., approximately ¼ mile south of SR 436, in Section 20, Township 21 S, and Range 30 E, as requested by Ryland Homes, applicant.

ATTACHMENTS:

1. Performance Bond

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)</p>

PERFORMANCE BOND

Bond Number: 08773999
Devon Place

KNOW ALL MEN BY THESE PRESENTS:

Fidelity and Deposit Company
of Maryland

That we, The Ryland Group, Inc., hereinafter called the "Principal", and _____, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to SEMINOLE COUNTY, a political subdivision of the State of Florida, in the full and just sum of \$529,559.82 lawful money of The United States of America, to be paid to the Board of County Commissioners of SEMINOLE COUNTY, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by SEMINOLE COUNTY of a plat of a certain subdivision known as Devon Place has covenanted and agreed with SEMINOLE COUNTY to construct roads, streets, drainage, water distribution system and sewer system as well as sidewalks, and other improvements based upon development plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 4th day of May, 2004, and being on file with SEMINOLE COUNTY, Florida.

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with the development plans and specifications dated August, 2003, and shall in every respect fulfill its, his, their obligations under the development plans and specifications, and shall indemnify and save harmless SEMINOLE COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which SEMINOLE COUNTY may sustain on account of the failure of the Principal to perform in accordance with the development plans and specifications then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the development plans and specifications above referred to, the Surety upon forty-five (45) days written notice from SEMINOLE COUNTY, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, SEMINOLE COUNTY, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that SEMINOLE COUNTY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal shall fail or refuse to do so. In the event SEMINOLE COUNTY should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse SEMINOLE COUNTY the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 2nd day of May, 2005.

Address:

The Ryland Group INC. (SEAL)
Principal (PRINT NAME)

By: [Signature], Its ASSISTANT Vice President
(If Corporation) (PRINT NAME) (TITLE)

ATTEST: [Signature], Its LAND
(If Corporation) (PRINT NAME) (TITLE)
BRIAN J. REESE

CORPORATE

SEAL

Address: 801 No. Brand Blvd., Penthouse
Glendale, CA 91203
TITLE)

Fidelity and Deposit Company of Maryland
Surety (PRINT NAME)

By: [Signature]
Its Attorney-in-Fact (PRINT NAME AND
Natalie K. Trofimoff, Attorney-in-Fact

Witness: [Signature]
~~XXXXXX~~ (PRINT NAME)

Cesar F. Javier

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On MAY 02 2005 before me, Kristine Mendez, Notary Public

personally appeared Natalie K. Trofimoff

personally known to me - OR -

proved to me on the basis of satisfactory evidence the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Notary Public Seal

WITNESS my hand and official seal.

Kristine Mendez
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

DESCRIPTION OF ATTACHED DOCUMENT:

TITLE OR TYPE OF DOCUMENT: _____

DOCUMENT DATE: _____

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: _____

Signer's Name _____

INDIVIDUAL

INDIVIDUAL

CORPORATE OFFICER
Title(s) _____

CORPORATE OFFICER
Title(s) _____

PARTNER(S) LIMITED GENERAL

PARTNER(S) LIMITED GENERAL

ATTORNEY-IN-FACT

ATTORNEY-IN-FACT

TRUSTEE(S)

TRUSTEE(S)

GUARDIAN/CONSERVATOR

GUARDIAN/CONSERVATOR

OTHER: _____

OTHER: _____

Signer is representing:

Signer is representing:

NAME OF PERSON(S) OR ENTITY(IES)

NAME OF PERSON(S) OR ENTITY(IES)

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Natalie K. TROFIMOFF, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 12th day of May, A.D. 2003.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



T. E. Smith

T. E. Smith

Assistant Secretary

Paul C. Rogers

By:

Paul C. Rogers

Vice President

State of Maryland }
City of Baltimore } ss:

On this 12th day of May, A.D. 2003, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came PAUL C. ROGERS, Vice President, and T. E. SMITH, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Sandra Lynn Mooney

Sandra Lynn Mooney

Notary Public

My Commission Expires: January 1, 2004



ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, Zurich American Insurance Company, and American Guarantee and Liability Insurance Company are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is \$ waived. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after an insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed \$100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed \$5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Donation of Perpetual Stormwater Easements and a Temporary Construction Easement for Sweetwater Cove Lake Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Robert Walter

EXT: 5753

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute nineteen (19) Perpetual Stormwater Easements and one (1) Temporary Construction Easement for the Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:

As part of the Sweetwater Cove Tributary Surface Water Restoration Project, Phase IIIB, Perpetual Stormwater Easements and Temporary Construction Easements from property owners adjacent to the project will be required for construction and future maintenance. Twenty (20) property owners have indicated their willingness to donate nineteen (19) Perpetual Stormwater Easements and one (1) Temporary Construction Easement, at no cost, as evidenced by the attached documents.

(Capital Improvement Project #00008302).

1. Peter and Janet M. Baumgartner, 105 Coveridge Lane, Longwood, Florida
2. Edward S. and Edna S. Cox, 605 Riverbend Blvd, Longwood, Florida
3. Donald G. and Jill M. Gary, 106 Coveridge Lane, Longwood, Florida
4. David L. and Karen L. Hertlein, 131 Laurel Oak Drive, Longwood, Florida
5. Robert and Joan Hindes, 100 Coveridge Lane, Longwood, Florida
6. Louis and Patricia M. Maranzana, 112 Coveridge Lane, Longwood, Florida
7. Bassam H. and Maha T. Mnayarji, 137 Laurel Oak Drive, Longwood, Florida
8. Rine and Craig Moore, 123 Laurel Oak Drive, Longwood, Florida
9. Jay L. Parker, 701 Riverbend Blvd., Longwood, Florida

10. James A. and Sharon Payne, 135 Laurel Oak Drive, Longwood, Florida
11. David B. and Lisa C. Peterson, 202 Sweetwater Cove Blvd, N., Longwood, Florida
12. Sam D. and Beth C. Raulerson, 109 Coveridge Lane, Longwood, Florida
13. Sweetwater Oaks Homeowners Assoc. Inc., PO Box 915589, Longwood, Florida
14. Sweetwater Oaks Homeowners Assoc. Inc., PO Box 915589, Longwood, Florida
15. Sweetwater Oaks Homeowners Assoc. Inc., PO Box 915589, Longwood, Florida
16. James A. and Denise A. Diroff, 304 Sweetwater Cove Blvd N., Longwood, Florida
17. Thomas R. and Rosanne M. Ruriani, 125 Laurel Oak Dr., Longwood, Florida
18. Christina A. Ludwig and Robert Fink, 400 Coveridge Ct., Longwood, Florida
19. Michael D. and Robin A. Asher, 102 Coveridge Lane, Longwood, Florida
20. Sweetwater Oaks Homeowners Assoc. Inc., PO Box 915589, Longwood, Florida

STAFF RECOMMENDATION:

Staff recommends the Board accept and authorize the Chairman to execute the Nineteen (19) Perpetual Stormwater Easements and One (1) Temporary Construction Easement.

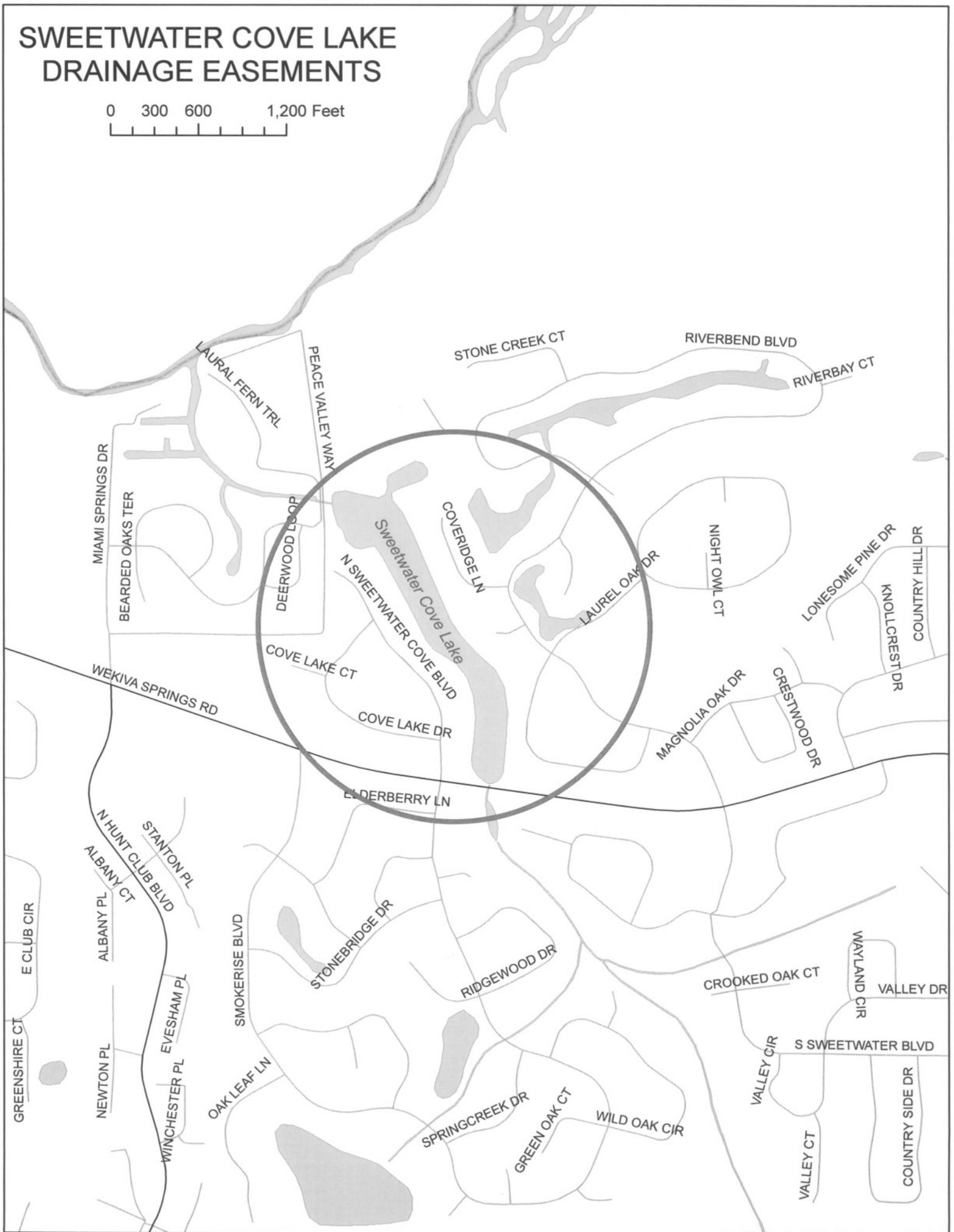
ATTACHMENTS:

1. Location Map
2. Perpetual Stormwater Easements - 9
3. Perpetual Stormwater Easements - 10
4. Temporary Construction Easement - 1

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

SWEETWATER COVE LAKE DRAINAGE EASEMENTS



THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 9th day of AUGUST, 2007, by PETER & Janet M Baumgartner, whose address is 105 COVERIDGE LN, LONGWOOD, FL, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 8, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52 of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-DB00-0080

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Brian M. Schuchter
SIGNATURE

Richard M Schumacher
PRINT NAME

John P. Klein
SIGNATURE

John P. Klein
PRINT NAME

PROPERTY OWNER(S):

Peter Baumgartner

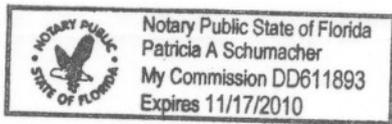
Janet Baumgartner

ADDRESS: 105 COVERIDGE LANE
LONGWOOD, FL 32779

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PETER BAUMGARTNER and JANET BAUMGARTNER, who are personally known to me or who have produced FL DL #8526-660-38-224-0 as identification and who executed the acknowledged before me that they executed the same.
FL DL #8526-433-41-840-0

EXECUTED and sealed by me in the County and State last aforesaid this 7th day of AUGUST, 2007.



Patricia A. Schumacher
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 11/17/2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this _____ day of _____, 200__, by Edward S. & Edna S. Cox, whose address is 405 Riverbend Blvd, Longwood FL 32779 hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 21, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0100-0240

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

SIGNATURE

Alain Girard
PRINT NAME

SIGNATURE

Sarah Piloian Girard
PRINT NAME

PROPERTY OWNER(S):

[Signature]

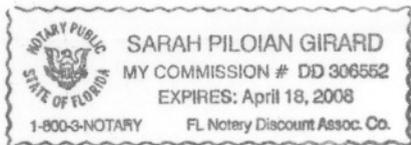
Edward S. Cox

ADDRESS: 605 Riverbend Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Edward S. Cox and Edna S. Cox, who are personally known to me or who have produced Florida drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 28 day of January, 2007.



Sarah Piloian Girard

Notary Public

in and for the County and State
Aforementioned

My Commission Expires: April 18, 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 31ST day of July, 2007, by Donald G & Jill M. GARY, whose address is 106 COVERIDGE LN, LONGWOOD, FL, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 20, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0800-0200

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

PROPERTY OWNER(S):

Donald I. Mangini
SIGNATURE DONALD I. MANGINI

PRINT NAME

SIGNATURE

PRINT NAME

Robert Walter
SIGNATURE
ROBERT WALTER
PRINT NAME

Jill M. Gary
SIGNATURE

ADDRESS: 106 Coveridge Ln
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Donald G. Gary and _____, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 31st day of July, 2007.



Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 22 day of January, 2007, by David L. & Karen L. Hertlein, whose address is 131 Laurel Oak Dr, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 4, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-508-0100-0040

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Donna M. Large
SIGNATURE

Donna M. Large
PRINT NAME

Robert W. Large
SIGNATURE

Robert W. Large
PRINT NAME

PROPERTY OWNER(S):

David L. Hertlein

Karen C. Hertlein

ADDRESS: 131 Laurel Oak Dr.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David L. Hertlein and KAREN C. HERTLEIN who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 22 day of January, 2007.

Donna M. Large
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 7/21/07



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

Jean
THIS EASEMENT is made and given this 15th day of January, 2007, by Robert & Jean Hinder, whose address is 100 Coveridge Ln., Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 22, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0220

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Dominic Ferrante
SIGNATURE

Mary E. Brabham

DOMINIC R. FERRANTE Mary E. Brabham
PRINT NAME

Robert Walter
SIGNATURE

Robert Walter
PRINT NAME

PROPERTY OWNER(S):

J Hindes

J Hindes

J Hindes

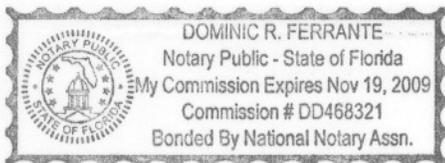
J Hindes

ADDRESS: 100 Coveridge Ln.
Longwood FL 32779

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOAN and ROBERT HINDES, who are personally known to me or who have produced FDL as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 19th day of JAN, 2007.



Dominic Ferrante

Notary Public
in and for the County and State
Aforementioned

My Commission Expires: 11-19-09

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this _____ day of _____, 200__, by Louis & Patricia M. MARANZANA, whose address is 112 Coveridge Ln, Longwood, FL 32771, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 18, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0800-0180

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Peter A. Walters
SIGNATURE

PETER A. WALTERS
PRINT NAME

Barbara Walters
SIGNATURE

Barbara Walters
PRINT NAME

PROPERTY OWNER(S):

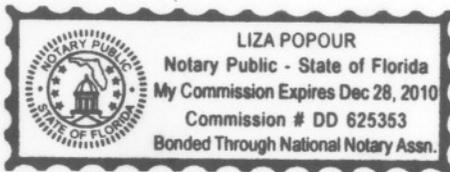
[Signature]

ADDRESS: 112 Coveridge Ln
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Patricia M. M... and _____, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 16 day of July, 2007.



[Signature]
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 12/28/2010

SIGNATURE BLOCK CONTINUES ON PAGE 4

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Peter A Walters
SIGNATURE

PETER A WALTERS
PRINT NAME

Barbara Walters
SIGNATURE

Barbara Walters
PRINT NAME

PROPERTY OWNER(S):

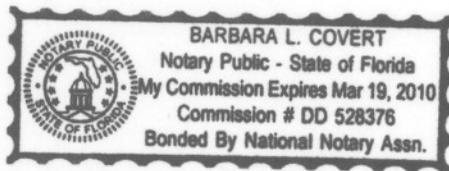
Rou Maranzan

ADDRESS: 112 Coveridge Ln
Longwood, FL

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Louis Maranzan and N/A, who are personally known to me or who have produced Arms License as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 18 day of July, 2008.



Barbara L Covert
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 3/19/10

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this _____ day of _____, 200__, by Bassam H & Maha T. Mnayarji, whose address is 137 Laurel Oak Dr, Longwood, FL, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 1, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-508-0000-0010

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

[Signature]
SIGNATURE Lori Lawson
Yonha Maa Witness
PRINT NAME

PROPERTY OWNER(S):

[Signature]
Maha M. Nayarji
Property Owner

[Signature]
SIGNATURE
Bassam H. M. Nayarji
PRINT NAME Property Owner

[Signature]
GAIL BLACKWELDER
Witness

ADDRESS: 137 LAUREL OAK DR
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Maha M. Nayarji and Bassam M. Nayarji, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 1 day of August, 2007.

Marcia M. Chaffin
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: June 3, 2010



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 29 day of January, 2007, by Rine and CRAIG MOORE, whose address is 123 LAUREL OAK DR, Longwood, FL 32779, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 8, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-508-0100-0080

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above-written.

~~WITNESSES:~~ Property Owner:

Rine Moore
SIGNATURE

RINE MOORE
PRINT NAME

[Signature]
SIGNATURE

CRAIG MOORE
PRINT NAME

~~PROPERTY OWNER(S):~~ WITNESSES

[Signature]
Gail Blackwelder
Gail Blackwelder

[Signature]
ROBERT WARTEN

ADDRESS: 123 LAUREL OAK DR
Longwood, FL 32779

STATE OF Florida)
COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Rine Moore and Craig Moore, who are [personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 1st day of February, 2007.

[Signature]
Notary Public
in and for the County and State
Aforementioned
My Commission Expires



Noel W. Bridgett
My Commission DD309508
Expires May 30, 2008

SIGNATURE BLOCK CONTINUES ON PAGE 4

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 22nd day of December, 2006, by by L. Parker, whose address is 701 Riverbend Blvd, Longwood FL 32779, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 27, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0270

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Shantell Boyett
SIGNATURE

Shantell Boyett
PRINT NAME

Heather Coiro
SIGNATURE

Heather Coiro
PRINT NAME

PROPERTY OWNER(S):

J. Z. Paul

ADDRESS: 701 Parkbend Blvd.
Longwood FL 32779

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Jay Parker and _____, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 22nd day of December 2006.

SHANTELL BOYETT
Notary Public, State of Florida
My comm. exp. Nov. 17, 2007
Comm. No. DD 442951

Shantell Boyett
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 11/17/07

*Witness same as
Notary*

SIGNATURE BLOCK CONTINUES ON PAGE 4

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 10th day of August, 2007, by JAMES A & SHARON PAYNE, whose address is 1135 LAUREL OAK DR, LONGWOOD, FL 31, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 2, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-508-0D00-0020

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Donna M. Eggars
SIGNATURE

DONNA M. EGGARS
PRINT NAME

Robert A. Eggars
SIGNATURE

ROBERT A. EGGARS
PRINT NAME

PROPERTY OWNER(S):

[Signature]

[Signature]

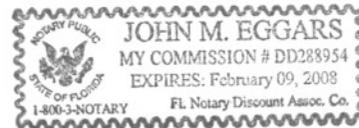
ADDRESS: 135 LAUREL OAK DR
Longwood, FL

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES PAYNE and SHARON PAYNE, who are personally known to me or who have produced [Signature] as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 10th day of Aug, 2007.

[Signature]
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: _____



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200 __, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by DAVID B & LISA C PETERSON, whose address is 202 Sweetwater Cove Blvd N, Longwood, FL 31, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 3, Block A, Sweetwater Cove, Section 1, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0A00-0030

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

PROPERTY OWNER(S):

Mary E. Brabham
SIGNATURE

[Signature]

Mary E. BRABHAM
PRINT NAME

[Signature]
SIGNATURE

[Signature]

ROBERT WALTER
PRINT NAME

ADDRESS: 202 Sweetwater Cove Blvd N
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID R. Peterson and LISA C. Peterson, who are personally known to me or who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 24th day of July, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

SIGNATURE BLOCK CONTINUES ON PAGE 4



ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06
P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 2nd day of Aug, 2007, by SAM D & BETH C RAULERSON, whose address is 109 COVERIDGE LN, LONGWOOD, FL, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 10, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 27, Pages 51 & 52 of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0100

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Jean J. Collock
SIGNATURE

Sean J. Collock
PRINT NAME

Robert J. Walt
SIGNATURE

ROBERT WALTER
PRINT NAME

PROPERTY OWNER(S):

Sammy D. Rawlson

Beth C. Rawlson

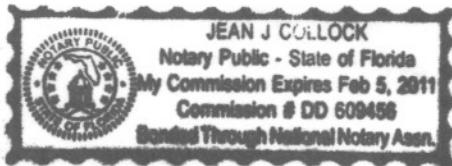
ADDRESS: 109 Coveridge Ln
Longwood FL

STATE OF Florida
COUNTY OF Seminole

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sammy D. Rawlson and Beth C. Rawlson, who are personally known to me or who have produced FL DL # R462-784-59-296-0 (Mrs) as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 2 day of Aug, 20007

Jean J. Collock
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 2/5/11



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre

11/02/06

P:\USERS\DEDGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P. E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 26th day of July, 2007, by Sweetwater Oaks Homeowners Assn Inc, whose address is P.O. Box 915589, Longwood, FL 32791, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot __, Block __, Sweetwater Oaks, Section 18, according to the plat thereof as recorded in Plat Book 23, Pages 9 to 11, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 29-20-29-5EY-0P00-0000

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

PROPERTY OWNER(S):

Robert J. Walter
SIGNATURE

Wayne Chilton
President - Sweetwater HOA

Robert J. Walter
PRINT NAME

Leslie A. Fairall
SIGNATURE

Leslie A. FAIRALL
PRINT NAME

ADDRESS: P O Box 915589
Longwood, FL 32791

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wayne Chilton and _____, who are [] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 26th day of July, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08



SIGNATURE BLOCK CONTINUES ON PAGE 4

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 26th day of July, 2007, by Sweetwater OAKS Homeowners ASSN INC, whose address is P.O. Box 915589, Longwood, FL 32791, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot --, Block D, Sweetwater Cove, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-0D00-0000

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Robert J. Walter
SIGNATURE

Robert J. Walter
PRINT NAME

Leslie A. Fairall
SIGNATURE

Leslie A. FAIRALL
PRINT NAME

PROPERTY OWNER(S):

Wayne Chilton
President, Sweetwater HOA

ADDRESS: P.O. Box 915589
Longwood, 3132791

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wayne Chilton and _____, who are [] personally known to me or [] who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 26th day of July, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 26th day of July, 2007, by Sweetwater Oaks Homeowners Assn Inc, whose address is P.O. Box 915589, Longwood, FL 32791, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

See attachment "A"

Parcel I.D. No. 32-20-29-300-002A-0000

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

[Signature]
SIGNATURE

Robert J. Walker
PRINT NAME

[Signature]
SIGNATURE

Leslie A. FAIRALL
PRINT NAME

PROPERTY OWNER(S):

[Signature]
President, Sweetwater HAA

ADDRESS: P.O. Box 915589
Longwood, FL 32791

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wayne Chilton and _____, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 26th day of July, 2007.



Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

SIGNATURE BLOCK CONTINUES ON PAGE 4

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by James A & Denise A. Diroff, whose address is 304 SWEETWATER COVE BLVD, N., LONGWOOD, FL, hereinafter collectively referred to as GRANTOR(S); to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Lands situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 11, Block A, Sweetwater Cove, Section —, according to the plat thereof as recorded in Plat Book 20, Pages 3 & 4, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-509-DA00-0110

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said easement right-of-way all trees, undergrowth, and other obstructions, including structures that may interfere with the location, stormwater capacity, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said easement and right-of-way that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the easement and right-of-way; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except restrictions, and easements of record, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Leslie A. Fairall
SIGNATURE

Leslie A. FAIRALL
PRINT NAME

Robert J. Watten
SIGNATURE

ROBERT J. WATTEN
PRINT NAME

PROPERTY OWNER(S):

James A. Diroff

Denise A. Diroff

ADDRESS: 304 Sweetwater Cove Blvd N
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared James A Diroff and Denise A Diroff, who are [] personally known to me or [] who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 17th day of August, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre

11/02/06

P:\USERS\DEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 4 day of APRIL, 2007, by Thomas R. & Rosanne M. Ruriani, whose address is 125 LAUREL OAK DR., LONGWOOD, FL 32771, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 7, Block D, Sweetwater Oaks, Section 11, according to the plat thereof as recorded in Plat Book 20, Pages 40 & 41, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-508-0D00-0070

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

~~_____~~
Thomas R. Ruciani
SIGNATURE

THOMAS R. RUCIANI
PRINT NAME

Rosanne M. Ruciani
SIGNATURE

ROSANNE M. RUCIANI
PRINT NAME

~~PROPERTY OWNERS~~: Witnesses

Richard Justice
Richard JUSTICE witness

Gail Blackwelder
GAIL BLACKWELDER witness

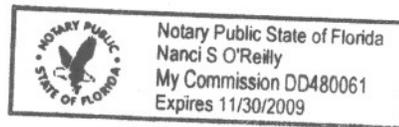
ADDRESS: 125 LAUREL OAK DR
Longwood, FL 32779

STATE OF Florida)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared THOMAS R. RUCIANI and ROSANNE M. RUCIANI who are personally known to me or who have produced personally known as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 4th day of April, 2007.

Nanci S. O'Reilly
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: _____



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this ____ day of _____, 200__, by Christina A Ludwig and Robert Fink, whose address is 400 Coveridge Ct, Longwood, FL 32773, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 4, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0040

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

[Signature]
SIGNATURE

ROBERT WALTER
PRINT NAME

[Signature]
SIGNATURE

Gail Blackwelder
PRINT NAME

PROPERTY OWNER(S):

Christina A Ludwig
Christina A Ludwig

[Signature]
ROBERT FINK

ADDRESS: 400 COVERIDGE CT
Longwood, FL

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Christina A Ludwig and Robert Fink, who are personally known to me or who have produced drivers license as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 20th day of August, 2007.



Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08

SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200____, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

PERPETUAL STORMWATER EASEMENT

THIS EASEMENT is made and given this 1st day of January, 2007, by Michael D. & Robin A. Asher, whose address is 102 COVERIDGE LN. LONGWOOD FL 32779, hereinafter collectively referred to as GRANTOR(S), to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as GRANTEE.

THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration, which the Grantor has received, grants, sells and conveys to the Grantee and its successors and assigns, a perpetual and non-exclusive easement and right-of-way for drainage purposes ("Easement"), with full authority to enter upon, excavate, construct and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, and percolation or any combination thereof, together with any and all appurtenant drainage and renew, a stormwater management system over, under, upon, and through the following described Land ("Land") situated in Seminole County, State of Florida, to wit:

That part of the uplands, submerged lands, and lands between them, if any, which lies at, or below, elevation 25.8 NGVD29 (National Geodetic Vertical Datum of 1929) of Lot 21, Block B, Sweetwater Oaks, Section 17, according to the plat thereof as recorded in Plat Book 21, Pages 51 & 52, of the Public Records of Seminole County, Florida.

Parcel I.D. No. 32-20-29-510-0B00-0210

TO HAVE AND TO HOLD the same unto GRANTEE, its successors and assigns forever.

THE GRANTEE herein and its successors and assigns shall have the right to access to and to clear, keep clear and remove from said Easement all trees, undergrowth, and other obstructions, including structures that may interfere with the stormwater capacity, location, excavation, construction, operation and/or maintenance of the drainage

facilities installed thereon by the GRANTEE and its successors and assigns. The GRANTOR, and its successors and assigns, covenant not to build, construct or create, or permit others to build, construct or create any buildings or other structures on said Easement that may interfere in any way with the location, construction, excavation, operation and/or maintenance of the drainage, retention, or detention structures, or any structures or appurtenant facilities installed thereon. The GRANTEE, and its successors and assigns, shall also have the right to connect and use such stormwater facilities with those on or under other lands and access over, upon and through the easement area to other stormwater facilities on or under other lands.

The GRANTOR shall be permitted to install sod, irrigation pipes/sprinklers, lighting wire/fixtures and other landscaping provided that it does not interfere with the use, operation, and maintenance of the drainage structures/facilities described herein. Notwithstanding the issuance of any permit to construct a fence, or other structure, the GRANTOR recognizes and consents to the right of the GRANTEE or its successors or assigns, if applicable, to remove the fence or other structure from the Easement area without compensation or reimbursement to the GRANTOR if the fence or other structure is deemed to impede the purpose or utility of the Easement.

The GRANTOR contracts with the GRANTEE that: the GRANTOR lawfully owns the Land in fee simple; the GRANTOR has good, right, and lawful authority to sell and convey the Easement; the GRANTOR fully warrants the title to the Land and will defend the Land against the lawful claims of all persons; the Land is free and clear of all liens and encumbrances except matters recorded in the public records, if any, and further agrees to provide further assurances as to title to the property.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

Property Owners:
~~WITNESSES:~~

Witness:
~~PROPERTY OWNER(S):~~

Michael D. Asher
SIGNATURE

Paul Blackwelder

Michael D. Asher
PRINT NAME

Linda Moscato

Robin A. Asher
SIGNATURE

Robin A. Asher
PRINT NAME

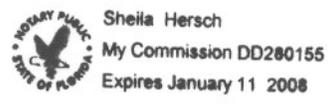
ADDRESS: 102 COVERIDGE LN
Langwood, FL 32779

STATE OF FL)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael D. Asher and Robin A. Asher, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 1ST day of JAN., 2007.

Sheila Hersch
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 1/11/08



SIGNATURE BLOCK CONTINUES ON PAGE 4

ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
11/02/06

P:\USERS\DEDEGE\MY DOCUMENTS\INSTRUMENTS\SWEETWATERSTORMWATEREASEMENTFINAL.DOC

THIS INSTRUMENT PREPARED UNDER DIRECTION OF:
ROBERT WALTER, P.E.
REFLECTIONS PLAZA
520 W. LAKE MARY BLVD., STE 200
SANFORD, FL 32773
(407) 665-5753

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and given this 17th day of August, 2007, by Sweetwater Oaks Homeowners Assn Inc, whose address is PO Box 915589, Longwood, FL, hereinafter collectively referred to as **GRANTOR(S)**, to SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **GRANTEE**.

WITNESSETH: THE GRANTOR, in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable consideration paid, receipt of which is hereby acknowledged, does hereby grant unto the **GRANTEE** and its successors and assigns, the permission to enter upon the following described lands:

LEG SEC 32 TWP 20S RGE 29E BEG NW COR BLK D SWEETWATER COVE
RUN E 357.63 FT S 70 DEG 16 MIN 09 SEC E 29.65 FT S 26 DEG
02 MIN 04 SEC E 146.15 FT N 35 DEG 09 MIN 44 SEC E 724.24
FT N 03 DEG 01 MIN 17 SEC E 89.13 FT N 80 DEG 22 MIN 24 SEC
W 20.89 FT NWLY ON CURVE 68.55 FT N 35 DEG 11 MIN 00 SEC W
131.78 FT NWLY ON CURVE 30.77 FT WLY NLY & ELY ON CULDESAC
OF COVE PARK PLACE 166.27 FT N 36 DEG 05 MIN 40 SEC W 103
FT N 35 DEG 20 MIN 12 SEC E 92 FT E 128.35 FT N 35 DEG 11
MIN 00 SEC W 27.75 FT N 262 FT WLY ON SLY LI OF CREEK 450
FT NELY TO A PT 25 FT ELY OF C/L OF CREEK NWLY PARA TO C/L
CREEK TO SHORE LI OF WEKIVA RIVER SWLY ON WEKIVA RIVER TO A
PT 25 FT WLY OF C/L OF CREEK SELY PARA TO C/L CREEK TO A PT
510 FT WLY ON SLY LI OF CREEK OF THE NW COR SWEETWATER OAKS
SEC 19 SLY ON ELY LI OF CREEK FLOWING NLY 1135 FT TO A PT N
OF BEG S 365 FT TO BEG

Parcel I.D. No. 32-20-29-300-002A-0000

for the purpose of accessing, installing temporary erosion controls including silt fencing, removing debris and silt, temporary placement of pumps, pipes, drainage and debris/silt removal systems, debris and silt staging, re-grading and sloping, and construction of minor berms, as necessary to remove any such silt and debris to restore said property at the completion of the work to be undertaken by the **GRANTEE**, as the **GRANTEE** and its successors and assigns may deem necessary, of a drainage and stormwater management system as part of the Sweetwater Cove Restoration Project consisting of pipes, ditches, detention, debris and silt removal, and percolation or any combination thereof, together with any and all appurtenant drainage and renew.

THIS EASEMENT is granted upon the condition that the above-mentioned uses granted by this EASEMENT shall not extend beyond the limits outlined above, and that any and all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to all the aforementioned uses to which the property is put by the **GRANTEE**, at, or upon the completion of work provided herein, with the exception of any debris and silt removed, the easement area will be restored by the **GRANTEE**, to the conditions prior to this easement.

THIS EASEMENT shall expire upon completion of this stormwater project, but not later than three (3) years from date of commencement of Sweetwater Cove Restoration project.

GRANTOR covenants that **GRANTOR** is lawfully seized and possessed of the real estate above described and has the right to convey this easement. **GRANTOR** agrees to provide further assurances to the **GRANTEE** if necessary.

SIGNATURE BLOCK BEGINS ON PAGE 3

IN WITNESS WHEREOF, the GRANTOR(S) have executed this deed of easement on the day and year first above written.

WITNESSES:

Leslie A. Fairall
SIGNATURE

Leslie A. FAIRALL
PRINT NAME

Robert J. Walter
SIGNATURE

ROBERT J. WALTER
PRINT NAME

PROPERTY OWNER(S):

W. Chilton

WAYNE CHILTON, PRESIDENT
SWEETWATER HOME OWNERS ASSOC.

ADDRESS: PO Box 915589
Longwood, FL 32791

STATE OF Florida)
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Wayne Chilton and —, who are personally known to me or who have produced _____ as identification and who executed the acknowledged before me that they executed the same.

EXECUTED and sealed by me in the County and State last aforesaid this 17th day of August, 2007.

Linda Gail Blackwelder
Notary Public
in and for the County and State
Aforementioned
My Commission Expires: 4/6/08



ACCEPTED ON BEHALF OF GRANTEE BY:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200___, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

AHS/dre
7/25/07

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**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to the Agreement between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility, Phase I

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Robert Walter

EXT: 5753

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a First Amendment to the Agreement (Contract #S1433AA) between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility, Phase I Project to extend the date of completion to August 18, 2009.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

This project will construct a regional stormwater facility on the former Institute of Food and Agriculture Service site on Celery Avenue that will serve the Midway Drainage Basin and provide flood attenuation and water quality treatment prior to discharging to the St. Johns River. (Capital Improvement Project #00241701).

The funding for construction of Phase I will be provided by the Water Management District Cost-Share Agreements #SJ456AA for \$2,200,000 and #S1433AA for \$400,000. The primary agreement has a current expiration date of November 5, 2008. The smaller funding agreement was scheduled to expire on August 18, 2007. On August 15, 2007, the District executed an extension to August 18, 2009, which now needs to be executed by Seminole County.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a First Amendment to Agreement #S1433AA between the St. Johns River Water Management District and Seminole County for the Seminole County Midway Regional Stormwater and Recreational Facility, Phase I Project to extend the date of completion to August 18, 2009.

ATTACHMENTS:

1. Location Map
2. First Amendment-Midway Regional Stormwater & Recreational Facility Phase I
3. Cost Share Agreement - Contract #SJ456AA-Midway
4. Cost Share Agreement - Contract #SI433AA-Midway

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



SCALE 1"=2000'

LAKE MONROE

MONROE CANAL

ST. JOHN'S RIVER

PROJECT AREA

MELLYNUE AVE

MOROUCHED-TR.

CELERY AVE (CR-415)

BEARDALL AVE

BRISSON AVE

SPES AVE

SR-48

SANFORD MUNICIPAL AIRPORT



MIDWAY REGIONAL STORMWATER & RECREATIONAL FACILITY

LOCATION MAP

FIGURE D-3

Project No. 22001.10

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR THE SEMINOLE COUNTY MIDWAY REGIONAL
STORMWATER AND RECREATIONAL FACILITY PHASE 1**

THIS AMENDMENT is entered into this _____ day of _____, 2007, by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose mailing address is 4049 Reid Street, Palatka, Florida and SEMINOLE COUNTY ("County"), whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, FL 32773.

WHEREAS, the District and County entered into Agreement SI433AA on August 18, 2005, for the Seminole County Midway Regional Stormwater and Recreational Facility Phase 1; and

WHEREAS, the District and County desire to modify the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the District and County hereby agree to the following amendments:

1. **ARTICLE I – TERM, SCHEDULE AND TIME OF PERFORMANCE:** Paragraph A.2 shall be deleted and replaced with the following:

“2. **Completion Date.** The Completion Date of this Agreement shall be no later than August 18, 2009, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.”

2. **ARTICLE III – COMPENSATION AND COST SHARE:** Paragraph A shall be deleted and replaced with the following:

“A. **District Funding.** The District agrees to reimburse County a sum in the amount not to exceed \$400,000 (the “Total Compensation”). If, at the completion of the project, County’s actual expenditure is less than the amount stated in the Project Budget, the District’s obligation shall be reduced proportionately. If County fails to satisfactorily implement the project, County shall return any funds reimbursed by the District.

Upon expenditure of at least \$800,000 by the County for work described in Exhibit A – County’s Program Application included in the original Agreement, County may, with prior approval of District’s Project Manager, submit an invoice for reimbursement of project costs not to exceed \$400,000 at the District’s discretion. Documentation may be submitted for expenditures prior to the effective date of this Agreement, but in no case shall the date of expenditure occur prior to November 9, 2004, the date the Governing Board approved the resolution to allow funds to be transferred to the Stormwater Cost Share Program. All required supporting

documentation shall be submitted in detail sufficient for a proper pre-audit and post-audit review.”

The District and County agree that all other terms and conditions of the original Agreement are hereby ratified and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the date set forth below.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

By: 
Kirby B. Green III, Executive Director, or
Designee

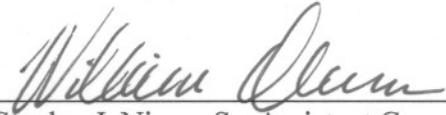
By: _____

Typed Name and Title

Date: 8/15/07

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J. Niego, Sr. Assistant General Counsel
092304

Attest: _____

Typed Name and Title

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Carlton D. Henley, Chairman

Date: _____

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

For Use and Reliance of Seminole County Only
Approved as to Legal Form and Sufficiency

County Attorney

**First Amendment to the Agreement between the
St. Johns River Water Management District and Seminole County
for the Seminole County Midway Regional Stormwater and Recreation Facility Phase I**

**COST SHARE AGREEMENT BETWEEN
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY
FOR LAKE MONROE RESTORATION - MIDWAY REGIONAL STORMWATER FACILITY**

THIS COST SHARE AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Fla. Stat., whose geographical boundaries encompass Seminole County; and

WHEREAS, the District has determined that its needs will be best served by entering into a Cost Share Agreement for services that can be provided by County (hereafter "the Work").

NOW THEREFORE, in consideration of the payments herein specified, and which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for Lake Monroe Restoration - Midway Regional Stormwater Facility, Contract #SJ456AA. County agrees to complete the Work in conformity with this Agreement and all attachments and other items specifically incorporated by reference are part of this Agreement as fully and with the same effect as if set forth herein.

This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; Exhibit "A" - Statement of Work; Exhibit "B" - Comptroller's Memorandum; and all attachments hereto.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than twenty-eight (28) months from the Effective Date hereof, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
- B. **Schedule of Work.** County shall commence the Work:
- Within fifteen (15) days after the Effective Date; or
 - Upon the issuance of a Notice to Proceed by the District; or
 - Within fourteen (14) days of issuance of a Work Order by the District; or

Within three (3) months after execution of the lease with the Florida Department of Environmental Protection for the Midway Regional Stormwater Facility site; or

On _____ (insert specific date).

This date shall be known as the "Commencement Date." County shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Statement of Work and the time stated for completion therein. The time stated for completion shall include the final cleanup of the premises, as applicable. A fifteen (15) day period has been included in the allotted time for completion to allow for mailing of this Agreement and County's submission of any required submittals. County will not be allowed to commence the Work until any required submittals are received and approved.

- C. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** The Work is specified in the attached Statement of Work. County shall deliver all products and deliverables as stated therein. County is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. County shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when they are completed and finished in all respects in accordance herewith. The parties may at any time agree in the form of a written amendment to make changes within the general scope of this Agreement to the Work to be provided hereunder. Neither party shall unreasonably withhold consent to any such amendment.
- B. **Progress Reports.** County shall submit monthly progress reports to the District's Project Manager in a form approved by the project manager. The progress report shall provide an updated progress schedule, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.
- C. **Ownership.** All deliverables are the property of the District, including Work that has not been accepted by the District, when County has received compensation, in whole or in part, for the performance of the Work. All specifications and copies thereof furnished by the District are District property. They shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request after expiration or termination of this Agreement. Any source documents or other documents, materials, reports, or accompanying data developed, secured, or used in the performance of this Agreement are District property and shall be safeguarded by County. The original documents or materials, excluding proprietary materials, as outlined in the Statement of Work, shall be provided to the District upon

the expiration or termination of this Agreement, or upon request. County shall include language in all subcontracts that so provides.

- D. **County Computer Codes.** If the existing computer codes required for the development of a model selected by County and necessary for use in completing the Work are deemed proprietary by the County, then County grants to the District and its assignees a non-exclusive license to use the proprietary computer model codes and agrees to indemnify and hold the District harmless from all costs, damages, and expenses, including attorney's fees, arising from any claim, right, or suit over the proprietary interests in the computer codes developed for the Work. Documentation of County's proprietary rights shall be provided to the District upon request. County's computer codes may be public records subject to the provisions of Section 119.07, Fla. Stat. If a third party seeks access to this proprietary information, the District shall notify County in writing of the request in order to give County the right to protect its proprietary interest. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.
- E. **District Computer Codes.** County shall not be entitled to claim any proprietary right to computer codes that are developed by County in fulfilling the requirements of the Work, which shall be considered "work for hire" under applicable copyright and/or patent law. Such computer codes, which constitute a Deliverable hereunder, are the sole and exclusive property of the District. The District may copyright or patent such computer codes in its own name to the full extent authorized by law.

ARTICLE III - COMPENSATION

- A. **Amount of Funding.** For satisfactory performance of the Work, the District agrees to pay County a sum in the amount not to exceed \$2,200,000 (the "Total Compensation").
- B. **In-Kind Services.** Through this Cost Share Agreement, County agrees to provide \$1,081,485 in the form of matching funds and in-kind services for this project. In the event project costs exceed this amount, County shall be responsible for providing and/or securing from other sources any additional funding required to complete the project.
- C. **Invoicing Procedure.** All invoices shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit quarterly itemized invoices based upon the actual portion of the Work performed and shall bill as per the budget contained in Exhibit A, attached hereto and by reference made a part hereof. The invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit review and shall comply with the document requirements described in the Comptroller's Memorandum, dated October 7, 1997, attached hereto and made a part hereof as Exhibit B to this Agreement.

All payment requests submitted by County shall include the following information:

1. Contract number
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable
 - (b) Deliverables submitted and approved
 - (c) Project completion documentation
 - (d) Summary Sheet of all quarterly invoice costs and associated explanation for the costs

6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all women and minority-owned business enterprises (W/MBEs) and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- D. **Payments.** The District shall pay County one hundred percent (100%) of each approved invoice.
- E. **Payments Withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective Work not remedied; (2) failure of County to make payments when due to subcontractors or suppliers for materials or labor; (3) the District's determination that the Work cannot be completed for the remaining or unpaid funds; (4) failure to maintain adequate progress in the Work; (5) damage to another contractor; or (6) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- F. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the District provides a written statement to County accepting all deliverables. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- G. **Travel.** In the event the cost schedule for the Work includes travel costs, travel expenses must be submitted on District or State of Florida travel forms. The District shall pay County all travel expenses pursuant to the District's Administrative Directive 2000-02. Travel expenses shall not be considered additional compensation, but shall be drawn from the amount provided in the project budget.
- H. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District, or any of its members, agents, and employees, arising from or by reason of the Work done and materials furnished hereunder.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

This Agreement is at all times contingent upon funding, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one (1) year are subject to annual appropriation of funds, in the sole discretion and judgment of the District's Governing Board, for each succeeding year. Should the Work provided for hereunder not be approved, in whole or in part, for funding by an external funding source, or the Governing Board in succeeding years, the District shall so notify the County, and this Agreement shall be deemed terminated for convenience in accordance with **TERMINATION FOR CONVENIENCE** five (5) days after receipt of such notice, or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as Project Manager:

DISTRICT

Regina Lovings, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 386-329-4819
 E-mail: rlovings@sjrwmd.com

COUNTY

Mark Flomerfelt, Project Manager
 Seminole County Public Works Division
 177 Bush Loop
 Sanford, Florida 32773
 407-665-5569
 E-mail: mflomerfelt@seminolecountyfl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Work. The District's Project Manager shall have the authority to approve minor deviations in the Work that do not affect the Total Compensation or the Completion Date. County shall not make changes authorized by the District's Project Manager without issuance of a Change Order or a District's Supplemental Instructions (DSI) form (see Attachment 1) and approval by County. All supplemental instructions shall be incorporated into the Agreement. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.
- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) working days prior written notice of the change to the other party. The District reserves the right to request County to replace its project manager if said manager is unable to carry the Work forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.
- D. **Supervision.** County shall provide efficient supervision of the Work, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified

above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - TERMINATIONS

- A. **Termination for Default.** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days written notice delivered by certified mail, return receipt requested, and (2) an opportunity to consult with the other party prior to termination and remedy the default.
- B. **Termination for Convenience.** This Agreement may be terminated in whole or in part in writing by the District, provided County is given: (1) not less than thirty (30) calendar days written notice by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination.
- C. If termination for County's default is effected by the District, any payment due to County at the time of termination shall be adjusted to cover all services, materials, and costs, including prior commitment incurred by the District, up to the termination date. If termination for the District's default is effected by County, or if termination for convenience is effected by the District, an equitable adjustment shall provide for payment of all services, materials, and costs, including prior commitment incurred by County, up to the termination date.
- D. Upon receipt of a termination action under paragraphs "A" or "B" above, County shall:
 - 1. Promptly discontinue all affected work (unless the notice directs otherwise), and
 - 2. deliver or otherwise make available all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by County in performing this Agreement, whether completed or in process.
- E. Upon termination under Paragraphs "A" or "B" above, the District may take over the Work or may award another party a contract to complete the Work. County's shall provide the District with any licenses to enter real property interests owned by County necessary for completion of the Work.
- F. If, after termination for failure of County to fulfill contractual obligations, it is determined that County had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of District. In such event, the adjustment of compensation shall be made as provided in Paragraph "C" of this section.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. **Assignment and Subcontracts.** County shall not sublet, assign, or transfer any Work, in whole or in part, or assign any moneys due or to become due hereunder, which involves more than fifteen percent (15%) of the total cost of the Work, to any one contractor, without the prior written consent of the District. As soon as practicable after signing this Agreement, but in no event not less than ten (10) calendar days prior to the effective date of any such subcontracts, County shall notify the District's Project Manager in writing of the names of such subcontractors. County shall not employ any such subcontractors until they are approved in writing by the

District, which approval shall not be unreasonably withheld. Upon receipt of such consent, when a written work product is involved, County shall cause the names of the firm(s) responsible for such portions of the Work to appear thereon. County shall provide the District with an executed copy of any such subcontracts within ten (10) calendar days after the effective date of the subcontract. Neither District approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the District.

County shall be responsible for the fulfillment of all Work elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. County shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. County shall hold the District harmless from any liability or damages arising under or from any subcontract to the extent allowed by law. Nothing herein shall create any contractual relationship between any subcontractor and the District. Further, nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat, as amended.

- B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing any necessary employee training for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.
- D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- E. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

- F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three (3) years after final expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three (3) years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until any audit, commenced within three (3) years of final expenditure of funds hereunder, has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event the County receives a request for any such records, County shall notify the District's Project Manager within three (3) workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.
- H. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Work and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto, and each party is subject to the provisions of Section 768.28, Fla. Stat., as amended.
- I. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and encourages its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Jacksonville Division.
- L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- M. **Conflicting Provisions.** If any provision hereof is found to be in conflict with the General Conditions, Special Conditions, or any attachments hereto, the terms in the body of this Agreement shall prevail.

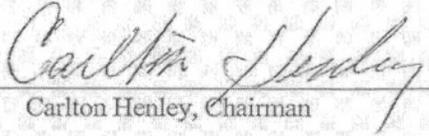
- N. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.
- O. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- P. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- Q. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

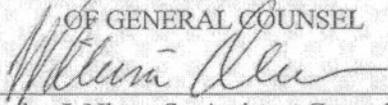
By: 
Kirby B. Green III, Executive Director

By: 
Carlton Henley, Chairman

Date: 7/5/06

Date: 6-27-06

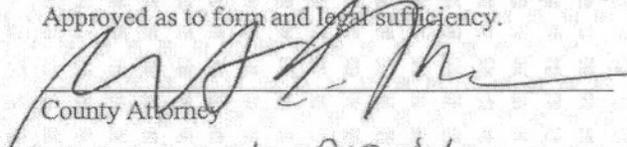
APPROVED BY THE OFFICE
OF GENERAL COUNSEL


for Stanley J. Niego, Sr. Assistant General Counsel

As authorized for execution by the Board of County Commissioners at their June 27, 2006 regular meeting.

Attest: 
Maryanne Morse, Clerk to the Board of County Commissioners of Seminole County, Florida

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


County Attorney
Date: 6-27-06

- Documents attached:
- Exhibit A — Statement of Work
- Exhibit B — Comptroller's Memorandum
- Attachment 1 — District's Supplemental Instructions Form (sample)

EXHIBIT "A" – STATEMENT OF WORK
THE MIDDLE BASIN INITIATIVE:
Lake Monroe Watershed Plan Implementation

Lake Monroe Restoration – Midway Regional Stormwater Facility

I. Introduction/ Background

Water quality and flooding problems are inherent within the Lake Monroe sub-basin. Much of the basin was developed before current stormwater regulations and requirements and there is direct discharge of untreated stormwater to Lake Monroe, and thus, the St. Johns River. Seminole County Master Planning efforts resulted in targeting areas for treatment of flows to the lake and river. Seminole County in coordination with the St. Johns River Water Management District completed the Final Design for the Construction of the Midway Regional Stormwater Facility in 2005. Based on the Master Plan, the final design will result in retrofit and improvement in the surface water quality and quantity issues of the watershed.

The project area watershed currently drains into Lake Monroe, which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. Records indicate that total nitrogen and total phosphorus concentrations in the lake have been increasing in recent years. The objective of the proposed project is to reduce the pollutant load to the lake including nutrients, suspended solids, organic matter, and metals and contribute to the improvement of the receiving waters in Lake Monroe and downstream in the St. Johns River.

II. Project Description

A 22-acre regional stormwater facility consisting of two to four wet detention ponds will be constructed to reduce pollutant loads to Lake Monroe and reduce flooding along Celery Avenue. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds. Currently, the farm ditches serve as the stormwater conveyance system and discharge directly into wetlands adjacent to Lake Monroe. This facility will divert the existing ditches into the stormwater pond system treating the water prior to entering the wetlands and Lake Monroe. The project is to construct the stormwater facility including the ponds, control and diversion structures, berms, and culverts. A future, unfunded phase could include a recreational aspect, with a park, trail, and trailhead. It is also envisioned to include an educational/environmental aspect that would be several educational kiosks with explanations of stormwater pollution and removal.

III. Objectives

Objective 1: Provide stormwater treatment to a 22-acre site along Celery Avenue by constructing two to four wet detention ponds to serve as a Regional Stormwater Facility.

Objective 2: Retrofit the existing drainage infrastructure in the vicinity of the project area and construct facility to accommodate additional drainage areas for future retrofits and provide treatment for areas without any existing forms of treatment facilities.

IV. Scope of Work

Construction of two to four wet detention ponds are to be completed with associated infrastructure on the 22-acre site owned by the state of Florida. The major tasks include material testing, construction engineering and inspection, and construction of the ponds.

V. Task Identification

1. Material testing
2. Construction Engineering and Inspection
3. Construction

VI. Time Frames and Deliverables

1. Project construction to be completed in accordance with Article I, A.2 of the Cost Share Agreement.
2. Provide monthly Progress Reports (the first week of each month).
3. Submit quarterly invoice with a Summary Sheet describing basis for costs (submittal the last week of each quarter).
4. Provide at least three (3) days advance notification to District's Project Manager of project related meetings.

VII. Budget

Total Budget By Task

	Task	District Funding	Matching Funds	Source of Funds
1	Material testing	\$5,000*	See below	SJRWMD
2	Engineering and Inspection	\$75,000*		SJRWMD
3	Construction	\$2,120,000*		SJRWMD
	Total	\$2,200,000		
	Project Total	\$2,200,000		

1) * Funding can be transferred between tasks as needed and agreed upon between SJRWMD and Seminole County.

Project matching funds

Amount	Source	Description Status
\$2,500,000	FDEP	Site Cleanup - complete
\$265,485	Seminole Co.	Design & Permitting -Complete
\$250,000	Seminole Co.	Building Demolition - pending lease
\$50,000	Seminole Co.	Monitoring
\$166,000	Seminole Co.	Project Administration - In-kind
\$250,000 (estimate)	Seminole Co.	Site O & M (5 years)
\$100,000 (estimate)	Seminole Co.	Midway Basin Study - Complete
\$3,581,485	Total	

Contract Amount: \$2,200,000

Note: Originally \$1,000,000 was set aside in planning the current budget to construct this project. Seminole County Schools planned to use part of the 22-acre parcel to construct an elementary school. The school construction plans included one of the treatment ponds. Due to concerns with contaminated soils at the site, the school construction site was relocated. As a result, costs for the entire project increased and \$2,200,000 is now needed for this project.

Pursuant to reference note (1) to the project budget above, any internal funding transfers between tasks shall require the issuance of a District Supplemental Instructions Form (DSI) (see Attachment 1) which shall be approved by the District and County.

EXHIBIT "B"

Comptroller Contract Payment Requirements
Department of Banking and Finance, Bureau of Auditing Manual (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.
- Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.
- Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

ATTACHMENT 1 — DISTRICT'S SUPPLEMENTAL INSTRUCTIONS (sample)

Date: _____; Contract Number: SJ456AA

Contract name: Lake Monroe Restoration – Midway Regional Stormwater Facility

To: _____

From: _____; Project Manager

The Work shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement. The District's Project Manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the District's Project Manager.

- 1. Contractor's supplemental instructions:
- 2. Description of Work to be changed:
- 3. Description of supplemental instruction requirements:

Approved: _____ Date: _____
 District Project Manager

Contractor approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____
 (Contractor agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Acknowledged: _____ Date: _____
 Madeline Northcutt, Contracts Administrator

cc: Financial Management

**STORMWATER MANAGEMENT COST-SHARING AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND SEMINOLE COUNTY FOR THE SEMINOLE COUNTY MIDWAY REGIONAL
STORMWATER AND RECREATIONAL FACILITY - PHASE 1**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY ("County"), whose address is 520 West Lake Mary Boulevard, Suite 200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the waters of the State of Florida are among its basic resources and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to Chapter 373, Florida Statutes, the District is responsible for the management of water resources within its geographical area, and proper management of stormwater is necessary to protect the public health, safety and welfare and extend the life of surface and ground water resources; and

WHEREAS, the District's Governing Board has established the Stormwater Management Projects Cost-Share Program ("the Program") to support stormwater management efforts that contribute toward the improvement of water quality by achieving pollutant load reduction goals (PLRGs) or total maximum daily load (TMDL) allocations for identified priority pollutants. The District may also consider projects that protect or preserve water quality in designated Surface Water Improvement and Management (SWIM) water bodies; and

WHEREAS, County has applied for and is qualified to participate in the Program, and the parties have agreed to jointly fund the stormwater management project ("the Project"), which is described as follows:

The project watershed currently drains to Lake Monroe, which is included on the Section 303(d) list of impaired water bodies for nutrients and dissolved oxygen. The Midway Regional Stormwater Facility will remove pollutants through a series of meandering interconnected wet detention ponds prior to reaching Lake Monroe. The design will incorporate a recreational component including a trailhead connecting to a future trail project in the area. Pollutant load reduction will therefore also be encouraged by educating the local public through the use of educational kiosks along the pedestrian/bike trail around the facility. It is expected that this project will serve as a component of the future TMDL Implementation Plan.

NOW, THEREFORE, in consideration of the aforesaid premises, which are hereby made a part of this Agreement, and the payments herein specified, which the District agrees to make, County agrees to furnish and deliver all materials, to do and perform all work and labor required to be furnished and delivered, done and performed for the Seminole County Midway Regional Stormwater and Recreational Facility - Phase 1, Contract #SI433AA ("the Work"). County agrees to complete the Work in conformity with this Agreement. This Agreement consists of the following documents, including all modifications incorporated therein before their execution: Agreement; EXHIBIT "A" - County's Program Application.

ARTICLE I - TERM, SCHEDULE AND TIME OF PERFORMANCE

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be N/A
 2. **Completion Date.** The Completion Date of this Agreement shall be upon satisfactory completion of the stormwater management project and subsequent cost reimbursement to County; or twenty-four (24) months from the Effective Date, whichever comes first, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
 3. **Time is of the Essence.** The Commencement Date and Completion Date are essential conditions hereof. In addition, time is of the essence in execution of this Agreement by County. If County fails to execute this Agreement within sixty (60) days of receipt, the Project shall be removed from the District's list of approved cost-share projects and the District shall seek to provide funding to other stormwater management projects that have been approved by the Governing Board.

ARTICLE II - STATEMENT OF WORK AND DELIVERABLES

- A. **Deliverables.** County shall fully implement the Project, as described in County's Program Application, attached as Exhibit "A." County is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, County shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the completion of the Project. The District shall provide the professional and technical support necessary to properly address all aspects of the Agreement. The District's project manager shall make a final acceptance inspection of the Project when completed. The parties may at any time agree in the form of a written amendment to make changes to the Project within the general scope of this Agreement.
- B. **Progress Reports.** When requested, County shall submit progress reports to the District's project manager in a form approved by the project manager. The progress report shall provide an updated progress schedule with each payment request, taking into account all delays, changes in the nature of the Work, etc. In addition to hard copies, all written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the District's standard software products. The District's standard office automation products include the Microsoft® Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if mutually agreed upon by the District's Project Manager and chief information officer. Timely submittal of progress reports shall be a condition precedent to payment of invoices.

ARTICLE III - COMPENSATION AND COST-SHARE

- A. **District Funding.** For satisfactory completion of the Project, the District agrees to reimburse County a sum in the amount not to exceed \$400,000 (the "Total Compensation"). Work eligible for reimbursement must have started after execution of this Agreement. If, at the completion of the Project, County's actual expenditure is less than the amount stated in the Project Budget, the District's obligation shall be reduced proportionately. Reimbursement shall be made no later than 30 days after receipt of an invoice, as provided below. If County fails to satisfactorily implement the Project, County shall not be eligible for any reimbursement.
- B. **County Funding.** County shall obligate monies to fund the Project. County shall be responsible for any additional funding in excess of the anticipated total project cost of \$4,266,485.
- C. **Invoicing Procedure.** One invoice shall be submitted to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177. County shall submit one invoices based upon the actual portion of the Work performed and shall bill as per the Project Budget included in Exhibit "A" County's Program Application, attached hereto and by reference made a part hereof.

All payment requests submitted by the County shall include the following information:

1. Contract number, SI433AA.
2. County's name and address (include remit address if necessary)
3. Name of District's Project Manager
4. Name of County's Project Manager
5. Cost data (utilize the appropriate method for payment request per the contract)
 - (a) Supporting documentation and copies of invoices if cost reimbursable; or
6. Progress Report (as per contract requirements)
7. Diversity Report (The report shall include company names for all W/MBEs and amounts spent with each at all levels. The report will also denote if there were no W/MBE expenditures.)

The above information and reports shall be submitted by the County and approved by the District as a condition precedent to payment. Payment requests that do not correspond to the Project Budget or other requirements of this paragraph will be returned to the County without action within twenty (20) business days of receipt and shall state the basis for rejection of the invoice. Payments for construction (design-build) contracts shall be made within twenty-five (25) business days of receipt of an invoice that conforms to this Article. Payments for all other contracts shall be made within forty-five (45) days of receipt of an invoice that conforms to this Article.

- D. **Forfeiture of Final Payment.** County shall submit the final invoice to the District not later than 90 days after the Completion Date. COUNTY'S FAILURE TO SUBMIT THE FINAL INVOICE TO THE DISTRICT WITHIN THE TIME FRAME ESTABLISHED HEREIN SHALL BE A FORFEITURE OF ANY REMAINING AMOUNT DUE UNDER THE AGREEMENT.
- E. **Release.** Upon the satisfactory completion of the Work, the District will provide a written statement to County accepting all deliverables. Acceptance of the final payment shall be considered as a release in full of all claims against the District pursuant to this Agreement.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof. In addition, each party is subject to the provisions of Section 768.28, Fla. Stat., as amended. Nothing in this Agreement shall be construed as a waiver of sovereign immunity by any party hereto.
- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - FUNDING CONTINGENCY

- A. This Agreement is at all times contingent upon availability of funding in future years, which may include a single source or multiple sources. Agreements extending for more than one fiscal year are subject to annual appropriation of funds, in the sole discretion and judgment of the parties for each succeeding year. Should the Project not be approved for funding in succeeding years, the party not approving the Project shall so notify the other party, and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the notifying party may allow.
- B. In the event the District is notified at any time that funds from an external funding source will not be available, or are no longer available, in whole or in part, the District shall so notify County and this Agreement, upon the election of the District, shall be deemed terminated for convenience five days after receipt of such notice or within such additional time as the District may allow.

ARTICLE VI - PROJECT MANAGEMENT

- A. **Project Managers.** The project managers shall be responsible for overall coordination, oversight, and management of the Work. The parties agree to the following persons being designated as project manager:

DISTRICT

David Watt, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177
 (386) 329-4435
 E-mail: dwatt@sjrwmd.com

COUNTY

Ed Torres Project Manager
 Seminole County
 520 West Lake Mary Boulevard, Suite 200
 Sanford, FL 32773
 (407) 665-5715
 E-mail: etorres@seminolecountyfl.gov

- B. **District Project Manager.** The District's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the Project. The District's project manager shall have the authority to approve minor deviations in the Project that do not affect the Total Compensation or the Completion Date. The District's Project Manager and, as appropriate, other District employees, shall meet with County when necessary in the District's judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

Bk 326 Pg 410

- C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three working days prior written notice of the change to the other party.
- D. **Supervision.** County shall provide efficient supervision of the Project, using its best skill and attention.
- E. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified above. All notices shall be considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

ARTICLE VII - MISCELLANEOUS PROVISIONS

- A. **Termination.** Either party may terminate this Agreement at any time by giving the other party 30 days written notice prior to the date of termination. Upon termination by the District, the District shall reimburse County for all allowable costs incurred prior to the date of termination.
- B. **Interest of County.** County certifies that no officer, agent, or employee of the District has any material interest, as defined in Chapter 112, Fla. Stat., either directly or indirectly, in the business of County to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
- C. **Independent Contractor.** County is an independent contractor. Neither County nor County's employees are employees of the District. County shall have the right to control and direct the means and methods by which the Work is accomplished. County may perform services for others, which solely utilize its facilities and do not violate any confidentiality requirements of this Agreement. County is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws. County's duties with respect to itself, its officers, agents, and employees, shall include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring of any employees, assistants, or subcontractors necessary for performance of the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes income or employment taxes, and, if County is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime in accordance with the requirements of said Act; (6) providing employee training for all functions necessary for performance of the Work; (7) providing equipment and materials necessary to the performance of the Work; and (8) providing office or other facilities for the performance of the Work. In the event the District provides training, equipment, materials, or facilities to meet specific District needs or otherwise facilitate performance of the Work, this shall not affect any of County's duties hereunder or alter County's status as an independent contractor.
- D. **Non Lobbying.** Pursuant to Section 216.347, Fla. Stat., as amended, the County hereby agrees that monies received from the District pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.

- E. **Civil Rights.** Pursuant to Chapter 760, Fla. Stat., County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- F. **Audit: Access to Records.** County agrees that the District or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of County's books, documents, papers, and other records involving transactions related to this Agreement. County shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. County shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. County will provide proper facilities for access to and inspection of all required records.
- G. **Release of Information.** Records of County that are made or received in the course of performance of the Work may be public records that are subject to the requirements of Chapter 119, Fla. Stat. In the event County receives a request for any such records, County shall notify the District's project manager within three workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of Chapter 119, Fla. Stat., as amended.
- H. **Royalties and Patents.** Unless expressly provided otherwise herein, County shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss on account thereof, provided, however, that the District shall be responsible for all such loss when the utilization of a particular process or the product of a particular manufacturer is specified by the District. If County at any time has information that the process or article so specified is an infringement of a patent, it shall be responsible for such loss unless it promptly provides such information to the District. County hereby certifies to the District that the Work to be performed pursuant to this Agreement does not and will not infringe on any patent rights.
- I. **Diversity.** The District is committed to the opportunity for diversity in the performance of all procurements, and expects its prime vendors (contractors and suppliers) to make good faith efforts to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation, as the prime, second- and lower-tier participants. The District will assist its vendors (contractors and suppliers) by sharing information on W/MBEs to encourage their participation.
- J. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- K. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings, if in state court, shall be in Duval County, Florida, and if in federal court, shall be in the Middle District of Florida, Duval Division.
- L. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- M. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, County hereby consents to trial by the court and waives its right to seek a jury trial in such proceedings, provided, however, that the parties may mutually agree to a jury trial.

- N. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- O. **Entire Agreement.** This Agreement, upon execution by County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. County agrees that no representations have been made by the District to induce County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- P. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its executive director, and County has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY

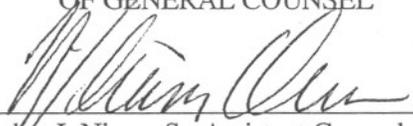
By: 
Kirby B. Green III, Executive Director

By: _____

Date: 8/18/05

Date: _____

APPROVED BY THE OFFICE
OF GENERAL COUNSEL


Stanley J. Niego, Sr. Assistant General Counsel

Attest: _____

Typed Name and Title

Attachment: Exhibit "A" – County's Program Application

Bk 326 Pg 413

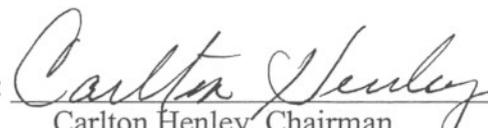
Accepted By:

ATTEST



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 

Carlton Henley, Chairman
Board of County Commissioners

Date: 8/11/05

As authorized for execution by the
Board of County Commissioners at their
8-9, 2005 regular meeting.

Agreement Between
The St. Johns River Water Management District
And Seminole County
For the Seminole County Midway Regional Stormwater and Recreational Facility – Phase I
Contract #SI433AA

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Locally Funded Agreement - Memorandum of Agreement for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard (Financial Management Number 419369-1-(4B, 41, 43 & 45)-01

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar, P.E.

EXT: 5707

MOTION/RECOMMENDATION:

Adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard.

Approve and authorize the Chairman to execute a Memorandum of Agreement with the Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, to establish an interest-bearing escrow account to provide funds for work performed on the project.

Authorize issuance of a check in the amount of \$7,000,000 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2007.

Authorize issuance of a check in the amount of \$16,435,000 from funds in the County's 2008/2009 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2008.

District 1 Bob Dallari

District 2 Michael McLean

District 4 Carlton D. Henley

Jerry McCollum, P.E., County Engineer

BACKGROUND:

Under the 2nd Generation (2001) Sales Tax Program, the County administers and funds certain State road projects (State Road 434 and the Red Bug Lake Road/State Road 436 Interchange) from design through construction, with the agreement that the Florida Department of Transportation (FDOT) acquires right-of-way. As part of the 2nd Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. At the April 26, 2005, Board of County Commissioners hearing, the Board adopted the recommended design alternative for the proposed improvement at this intersection. Subsequently, the County's consultant completed the Project Development and Environment (PD&E) study and obtained approval from the Federal Highway Administration and FDOT. The project is now in final design, which will be completed in March of 2008.

At this time, Seminole County has \$7,500,000 budgeted in Fiscal Year (FY) 2006/2007 to fund advanced acquisitions of property for this project through approximately mid-November (Capital Improvement Project # 00226301). The balance remaining after those advanced acquisitions would carry forward to supplement right-of-way funds programmed in future fiscal years for this project. In the upcoming two Fiscal Years, a total of \$23,300,000 is programmed for right-of-way needs subsequent to the acquisitions currently in process (\$7,000,000 in FY 2007/2008 and \$16,300,000 in FY 2008/2009).

In order to facilitate the right-of-way acquisition, FDOT is amending their approved Work Program in order to receive lump-sum transfers from Seminole County so that right-of-way purchases can be administered directly by FDOT through the attached Locally Funded Agreement (LFA). Under the attached LFA, the County will provide FDOT with \$7,000,000 in the County's FY 2007/2008 and \$16,435,000 in the County's FY 2008/2009.

Once the LFA and the Work Program amendment are both in place, FDOT will be responsible for directly acquiring the necessary right-of-way to construct this project using the funds transferred to them through this agreement. As on other State road projects, the County will be responsible for any acquisition costs over the total right-of-way fund estimates contained in this agreement.

STAFF RECOMMENDATION:

Staff recommends the Board adopt a Resolution and authorize the Chairman to execute a Locally Funded Agreement with the Florida Department of Transportation (FDOT) for the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Road to Wilshire Boulevard.

Approve and authorize the Chairman to execute a Memorandum of Agreement with the Florida Department of Transportation and the State of Florida Department of Financial Services, Division of Treasury, to establish an interest-bearing escrow account to provide funds for work performed on the project.

Authorize issuance of a check in the amount of \$7,000,000 from funds in the County's 2007/2008 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2007.

Authorize issuance of a check in the amount of \$16,435,000 from funds in the County's 2008/2009 Fiscal Year Budget to be paid to the Florida Department of Transportation by November 1, 2008.

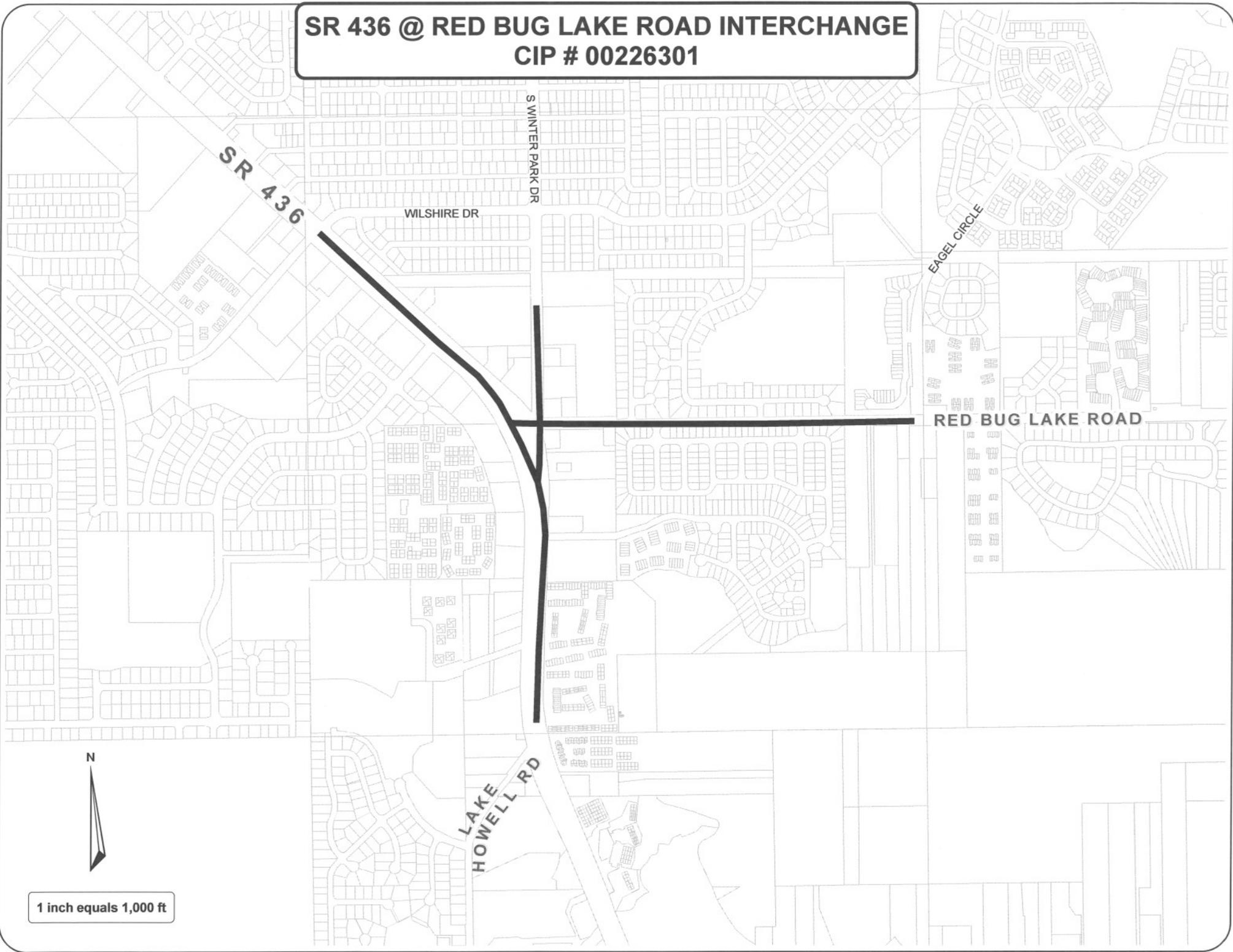
ATTACHMENTS:

1. Location Map
2. Resolution
3. Locally Funded Agreement SR 436-RBLR Interchange2
4. Memorandum of Agreement-SR 436-RBLR Interchange2

Additionally Reviewed By:

- Budget Review (Fredrik Coulter, Lisa Spriggs)
- County Attorney Review (Matthew Minter)

SR 436 @ RED BUG LAKE ROAD INTERCHANGE
CIP # 00226301



SR 436

WILSHIRE DR

S WINTER PARK DR

EAGEL CIRCLE

RED BUG LAKE ROAD

LAKE HOWELL RD



1 inch equals 1,000 ft

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE 25th DAY OF SEPTEMBER, 2007.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to facilitate the acquisition of right-of-way for the State Road 436/Red Bug Lake Road Interchange Project from Lake Howell Branch Road to Wilshire Boulevard beginning in Fiscal Year 2007/2008; and

WHEREAS, The State of Florida Department of Transportation has requested Seminole County to execute and deliver to the State of Florida Department of Transportation a Locally Funded Agreement and a Memorandum of Agreement for the aforementioned project, (FDOT Financial Management Number 419369-1-(4B, 41, 43 & 45)-01.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the Chairman is hereby authorized to make, execute and deliver to the State of Florida Department of Transportation the Locally Funded Agreement and a Memorandum of Agreement for the aforementioned project, (FDOT Financial Management Number 419369-1-(4B, 41, 43 & 45)-01.

ADOPTED THIS 25th DAY OF SEPTEMBER, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

**MARYANNE MORSE, Clerk to the
Board of County Commissioners in
and for Seminole County, Florida.**

Carlton D. Henley, Chairman

Financial Project No: 419369-1-(4B, 41, 43 & 45)-01 County CIP No.: 2263-01 SR 436/Red Bug Lake Road Project	Fund: LF	Agency: Seminole County Vendor No.: F596000856-065
---	-----------------	---

**LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
SEMINOLE COUNTY**

This **AGREEMENT**, made and entered into this ____ day of _____, 2007, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the COUNTY, by Resolution, a copy attached hereto as Exhibit "C," has accepted said grant and authorized its officers to execute this Agreement on its behalf.

WHEREAS, the Project is not revenue producing and is contained in the Adopted Five Year Work Program; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project described as, Acquisition of Right of Way for SR 436/Red Bug Lake Road from Lake Howell Road to Wilshire Boulevard in Seminole County, beginning in Fiscal Year 2007/2008, said Project being known as Financial Management Number 419369-1-(4B, 41, 43 & 45)-01, hereinafter referred to as the "Project"; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to provide the funds for the acquisition phases of the Project;

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the

COUNTY. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall be responsible to acquire, clear and certify the Right-of-Way necessary to construct the Project for the SR 436/Red Bug Lake Road Project from Lake Howell Road to Wilshire Boulevard. The Department shall acquire title to all real property necessary for the Project in the name of the State of Florida Department of Transportation. The necessary Right-of-Way shall be defined by the Design Plans and Right-of-Way Maps.

3. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The COUNTY shall not have any jurisdiction or control over the DEPARTMENT's activities, except as specifically stated in this Agreement. The COUNTY shall be entitled to be advised of the progress of the Project at reasonable intervals upon request. After construction is complete the DEPARTMENT shall convey, in Fee Simple, the parcels acquired off of the State Highway System for the Red Bug Lake Road Improvements herein to the COUNTY reserving unto the DEPARTMENT any necessary drainage easements within these parcels.

4. Participation by the COUNTY and the DEPARTMENT of the funds for the acquisition phases of the Project shall be made as follows:

(A) The current estimated cost for fiscal years 2007/2008 and 2008/2009 for the acquisition of the Project is \$23,435,000.00 (Twenty Three Million Four Hundred Thirty Five Thousand Dollars and No/100). The COUNTY agrees to bear all expenses of the total cost of the Project.

(B) The COUNTY agrees to provide the DEPARTMENT an advance deposit, in the amount of **\$23,435,000.00 (Twenty Three Million Four Hundred Thirty Five Thousand Dollars and No/100)**. The COUNTY agrees to provide the funding according to the following schedule: **\$7,000,000.00 (Seven Million Dollars and No/100)** will be due and payable by November 1, 2007 and **\$16,435,000.00 (Sixteen Million Four Hundred Thirty Five Dollars and No/100)** will be due and payable no later than November 1, 2008. The advance deposit may be used on any phase of the Project.

(D) Both parties further agree that in the event the right of way is not acquired, or the Agreement is terminated prior to commencement of acquisition of the Project, the funds provided by the COUNTY for the Project will be returned to the COUNTY.

(E) If the actual acquisition costs are in excess of the advance deposit, the COUNTY will provide an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT so that the total deposit is adequate to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT will notify the COUNTY as soon as it becomes apparent the actual acquisition costs are in excess of the advance deposit amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation on final accounting as provided herein below. If the COUNTY cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to the DEPARTMENT'S Project Manager indicating when the deposit will be made. The COUNTY understands the request and approval of the additional time could delay the Project, and additional costs may be incurred due to delay of the Project.

(F) Should Project modifications or changes occur that increase the total Project costs, the COUNTY will be notified by the DEPARTMENT accordingly. The COUNTY agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Project. The DEPARTMENT shall notify the COUNTY as soon as it becomes apparent the actual costs will overrun the estimated amount; however, failure of the DEPARTMENT to so notify the COUNTY shall not relieve the COUNTY from its obligation to pay for its full participation during the Project and on final accounting as provided herein below.

(G) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment for land acquisition. The DEPARTMENT considers the Project complete when the final payment has been made. All Project cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after final close out of the Project. The COUNTY will be notified of the final cost. Both parties agree that in the event the final accounting of total Project costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess deposit will be made

by the DEPARTMENT to the COUNTY. If the final accounting is not performed within three hundred and sixty (360) days, the COUNTY is not relieved from its obligation to pay.

(H) In the event the final accounting of total Project costs is greater than the total deposits, the COUNTY will pay the additional amount within forty (40) calendar days from the date of the invoice from the DEPARTMENT. The COUNTY agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes, on any invoice not paid within forty (40) calendar days until the invoice is paid.

(I) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached MOA between the COUNTY, the Department and the State of Florida, Department of Financial Services, Division of Treasury. All interest earned will remain in the account for purposes of the Project.

(J) The DEPARTMENT and the COUNTY agree that the payment shall be an asset of the DEPARTMENT for the cost of the work.

(K) Contact Persons:

Florida Department of Transportation

Shirley Matthews	Todd Long
JPA Coordinator/MS 4-522	Project Manager/MS 542
719 South Woodland Boulevard	719 South Woodland Boulevard
DeLand, Florida 32720-6834	DeLand, Florida 32720-6834
PH: (386) 943-5452	PH: (386) 943-5492
shirley.matthews@dot.state.fl.us	todd.long@dot.state.fl.us

Seminole County

Brett Blackadar, P.E.
Seminole County
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773
(407) 665-5702
BBlackadar@seminolecountyfl.gov

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The COUNTY may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party 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 by such party in conjunction with this Agreement.

7. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

8. This Agreement shall be governed by the interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body have jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the **COUNTY** has executed this Agreement this ____ day of _____, 2007, and the **DEPARTMENT** has executed this Agreement this ____ day of _____, 2007.

SEMINOLE COUNTY, FLORIDA
By: BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Carlton Henley
Title: Chairman - BOCC

By: _____
Name: George S. Lovett
Title: Director of Transportation Development

Date: _____

Date: _____

Attest:

Attest:

Maryanne Morse
Clerk to the Board of County Commissioners
of Seminole County Florida

Executive Secretary

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

Legal Review:

Legal Review:

Seminole County Attorney

Financial Provision Approval by
Department of Comptroller on:

Exhibit “A”

SCOPE OF SERVICES

Right of Way Acquisition

Financial Management Number: 419369-1-(41, 4B, 43 & 45)-01

Seminole County is funding the design, right of way acquisition, and construction phases of the SR 436/Red Bug Lake Road Project from Lake Howell Road to Wilshire Boulevard. Seminole County is currently administering the design phase of the project, including the preparation of the Right of Way Control Maps and Right of Way Maps, and the County will be administering the construction phase of the project, potentially beginning in Fiscal Year 2011. In order for the County to meet all federal requirements and be eligible for obtaining federal funds if they become available, the right of way acquisition phase must be performed in accordance with federal requirements. Since the County does not have the resources to perform this phase of the project, the Department has committed to performing the right of way acquisition phase for Seminole County using County funds.

This LFA is for the transfer of local funds from Seminole County in the Department's fiscal years 2007/2008 and 2008/2009 which is programmed in the Department's Work Program, so that the Department's Right of Way staff can perform the right of way acquisition phase for the County. The specific parcel numbers and acquisition areas will be defined as the Right of Way Mapping phase is completed over the next year.

Exhibit “C”

RESOLUTION/MINUTES

Financial Management Number: 419369-1-(4B, 41, 43, 45)-01

MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this _____, day of _____, 2007, by and between the State of Florida, Department of Transportation, hereinafter referred to as "FDOT" and the State of Florida, Department of Financial Services, Division of Treasury and Seminole County referred to as the "County".

WITNESSETH

WHEREAS, "FDOT" will be acquiring Right-of-Way the following project:
Main Financial Project Number: 419369-1-43-01
County: Seminole County
hereinafter referred to as the "Project".

WHEREAS, FDOT and the County entered into a **Locally Funded Agreement** dated _____, 2007, wherein DOT agreed to perform certain work on behalf of the County in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the County to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the County by the FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit in the amount of **\$7,000,000.00 (Seven Million Dollars and No/100)** will be made by the County into an interest bearing escrow account established by the DEPARTMENT for the purposes of the project. The remaining deposit from the COUNTY in the amount of **\$16,435,000.00 (Sixteen Million Four Hundred Thirty Five Thousand Dollars and No/100)** is due and payable to the DEPARTMENT no later than November 1, 2008. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.

2. Other deposits will be made only by the County as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements or Amendments.

3. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT Office of Comptroller for appropriate processing at the following address:

Florida Department of Transportation
Office of Comptroller
ATTN: LFA Section
Mail Station 42B
605 Suwannee Street
Tallahassee, Florida 32399

4. The FDOT's Comptroller or designee shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.

5. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the LFA.

6. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.

7. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY

Carlton D. Henley, Chairmen

Date: _____

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES,
DIVISION OF TREASURY

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

Attest:

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

For use and Reliance of Seminole County Only.
Approved as to Legal Form and Sufficiency.

County Attorney

520 West Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

PARTICIPANT ADDRESS

F596000856-065
FEDERAL EMPLOYER I.D. NUMBER

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Dennis R. Ely property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Dennis R. Ely property. Approval of the proposed negotiated settlement relating to Parcel Number 104, County Road 15 road improvement project. The proposed settlement is at the total sum of \$108,000.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge John D. Galluzzo.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed negotiated settlement relating to Parcel Number 104, County Road 15 road improvement project. The proposed settlement is at the total sum of \$108,000.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Dennis R. Ely property

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David Nichols, Principal Engineer/Engineering Division *David Nichols* 0000581 8-31-07

DATE: August 30, 2007

RE: Settlement Authorization
County Road 15
Parcel No. 104; Dennis R. Ely
Seminole County v. Seminole Co. State Road 46, Ltd., et al.
Case No. 2007-CA-1605-101C-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel No. 104 on the County Road 15 road improvement project. The recommended settlement is at the total sum of \$108,000.00 inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case.

I. THE PROPERTY:

A. Location Data

The subject property is located along the east side of County Road 15 (Monroe Road) north of State Road 46, within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 145 Monroe Road, Sanford, FL 32771-6519. A parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel No. 104. The County Road 15 road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 13, 2007, with title vesting in Seminole County on August 21, 2007, the date of the good faith deposit in the amount of \$60,000.00.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 104 is 3,399 square feet in fee simple. The acquisition of this parcel will leave a remainder of 17,611 square feet from a parent tract of 21,010 square feet. The taking is a rectangular strip of land that will be taken from the subject's frontage on County Road 15.

IV APPRAISED VALUES

The County's original report dated July 5, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be \$49,600.00. The updated report dated July 18, 2007, opines the same value.

The owner's report prepared by Florida Real Estate Analysts, Inc., dated February 9, 2007, opined full compensation to be \$125,200.00.

V BINDING OFFER/NEGOTIATION

The County's initial written offer was \$60,000.00, exclusive of costs and fees. The owner originally accepted the County's initial written offer provided that we relocate the driveway as far north on the property line as possible and accept all future stormwater run-off from any future development of the subject's remainder into the County's stormwater retention system, plus pay nominal attorney's fees and costs on an hourly rate not based upon non-monetary benefits.

The County was not able to accept the owner's counteroffer with the contingencies because the driveway has already been moved as far north as possible and it cannot be relocated any further due to safety reasons. The County cannot accept future stormwater run-off from any future development of the property because the property is not within the drainage basin for the road.

VI ATTORNEY'S FEES AND COSTS

Attorney's fees and costs are inclusive in this settlement. As such, the attorney fees are not based on a statutory computation and the attorney fees and costs are not specifically allocated.

VII COST AVOIDANCE

The difference between the County's \$49,600.00 appraisal value and the owner's \$125,200.00 appraisal value is \$75,600.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the two appraisals is \$87,400.00. The difference between the settlement at \$108,000.00 and the appraisal midpoint of \$87,400.00 is \$20,600.00. If the case were not to settle at this early stage, it is reasonable to predict the owners' attorney fees and expert costs could exceed this \$20,600.00 difference.

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

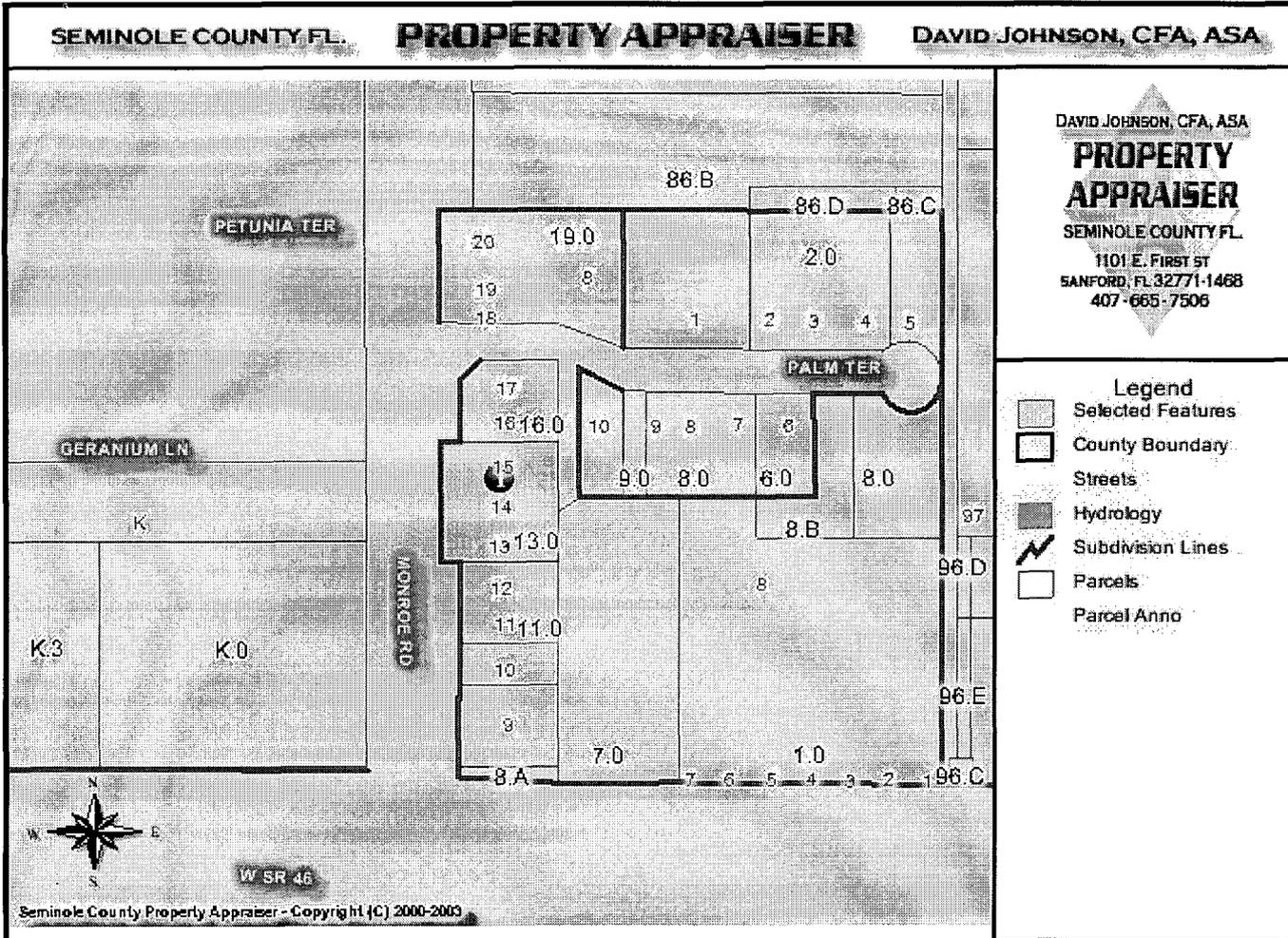
County staff recommends that the BCC approve this negotiated settlement in the total sum of \$108,000.00, inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

DGS/dre

Two (2) Attachments:

Exhibit A - Location Map

Exhibit B – Sketch



Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	28193050300000130	ELY DENNIS R	692 GOLDEN OAKS LN	SANFORD	FL	32771

EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Richards property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Richards property. Approval of proposed settlement relating to Parcel Number 124C on the Bunnell Road improvement project. The proposed settlement is at the sum of \$32,394.00 inclusive of all land value, improvements, cost to cure, severance damage, statutory interest, total statutory attorney's fees, expert fees and cost reimbursements. Judge John D. Galluzzo.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board approve the proposed settlement relating to Parcel Number 124C on the Bunnell Road improvement project. The proposed settlement is at the sum of \$32,394.00 inclusive of all land value, improvements, cost to cure, severance damage, statutory interest, total statutory attorney's fees, expert fees and cost reimbursements.

ATTACHMENTS:

1. Richards property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David Nichols, Principal Engineer/Engineering Division

8-28-07

DATE: August 27, 2007

RE: Settlement Authorization
Bunnell Drive
Parcel No. 124C; Richards
Seminole County v. Richards, et al.
Case No. 2005-CA-1096-13-L

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) as to Parcel No. 124C on the Bunnell Road project. The proposed negotiated settlement is \$32,394.00. The total sum is allocated as follows:

- \$20,000.00 land value, severance damage and statutory interest
- \$ 3,894.00 statutory attorney's fee
- \$ 8,500.00 experts' fees and costs
- \$32,394.00

I. THE PROPERTY:

A. Location Data

The subject property is located at the northeast corner of Bunnell Road and Eden Park Avenue within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 1285 Bunnell Road, Altamonte Springs, Florida 32714. A Parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2004-R-72 on April 13, 2004, authorizing the acquisition of Parcel No. 124C. The Bunnell Road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 15, 2005 for Parcel No. 124C. Seminole County obtained title to Parcel No. 124C on August 23, 2005, the date of deposit of the good faith amount for Parcel No. 124C.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 124C is 851 square feet in fee simple from a parent tract of 35,779 square feet with a remainder of 34,928 square feet.

IV APPRAISED VALUES

The County's original report dated January 21, 2005, was prepared by Clayton, Roper & Marshall, Inc. and reported full compensation to be \$8,200.00. An additional report updated for the order of take hearing dated July 13, 2005, opines the value to be \$8,800.00 for Parcel No. 124C.

The owners' report by Florida Real Estate Analysts, Inc. was received by the County in March 2007 and opines full compensation at \$32,300.00 as of August 23, 2005, the date of the good faith deposit.

V BINDING OFFER/STATUS OF THE CASE/ANALYSIS

The County's initial written offer was \$8,200.00. On February 14, 2007, the County served an Offer of Judgment on the owners at \$12,000.00, exclusive of fees and costs.

The owners on February 19, 2007, demanded \$31,700.00, exclusive of fees and costs. The County countered at \$21,754.00, inclusive of fees and costs, for land and severance damage. The owners then served a formal Reverse Offer of Judgment for \$21,400.00, exclusive of fees and costs.

Through further negotiations, the parties agreed to compensation of \$20,000.00 for all land value, severance damages, and statutory interest.

The difference between the County's \$8,800.00 appraisal value and the owners' \$32,300.00 appraisal value is \$23,500.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation, though perhaps the property owners' appraisal was on the high end of what might be considered "reasonable." When faced with two "reasonable," but differing appraisals, juries tend to return a verdict around midpoint. The midpoint of the two appraisals is \$20,550.00. A settlement at \$20,000.00 is below midpoint and reasonable under the circumstances of the case.

Due to the relatively low magnitude of the amount in controversy and the difference between the two positions, there is a significant concern that continued litigation of this matter may result in additional costs that would negate any reduction in the compensation awarded at trial. As discussed below, the owners' costs and attorney fees are still reasonably low. Thus, the settlement is in the best interest of the County economically.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$3,894.00. The sum is statutorily computed based upon a settlement sum of \$20,000.00 less the written offer of \$8,200.00 to produce a benefit of \$11,800.00.

B. Cost Reimbursements. The owners' cost claim of \$8,500.00 for expert fees and cost reimbursements is reasonable.

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

County staff recommends that the BCC approve the proposed settlement in the amount of \$20,000.00 for land, severance damage and statutory interest, \$3,894.00 statutory attorney's fee and \$8,500.00 for experts' fees and costs for a total settlement of \$32,394.00.

DGS/dre

Two (2) Attachments:

Exhibit A - Location Map

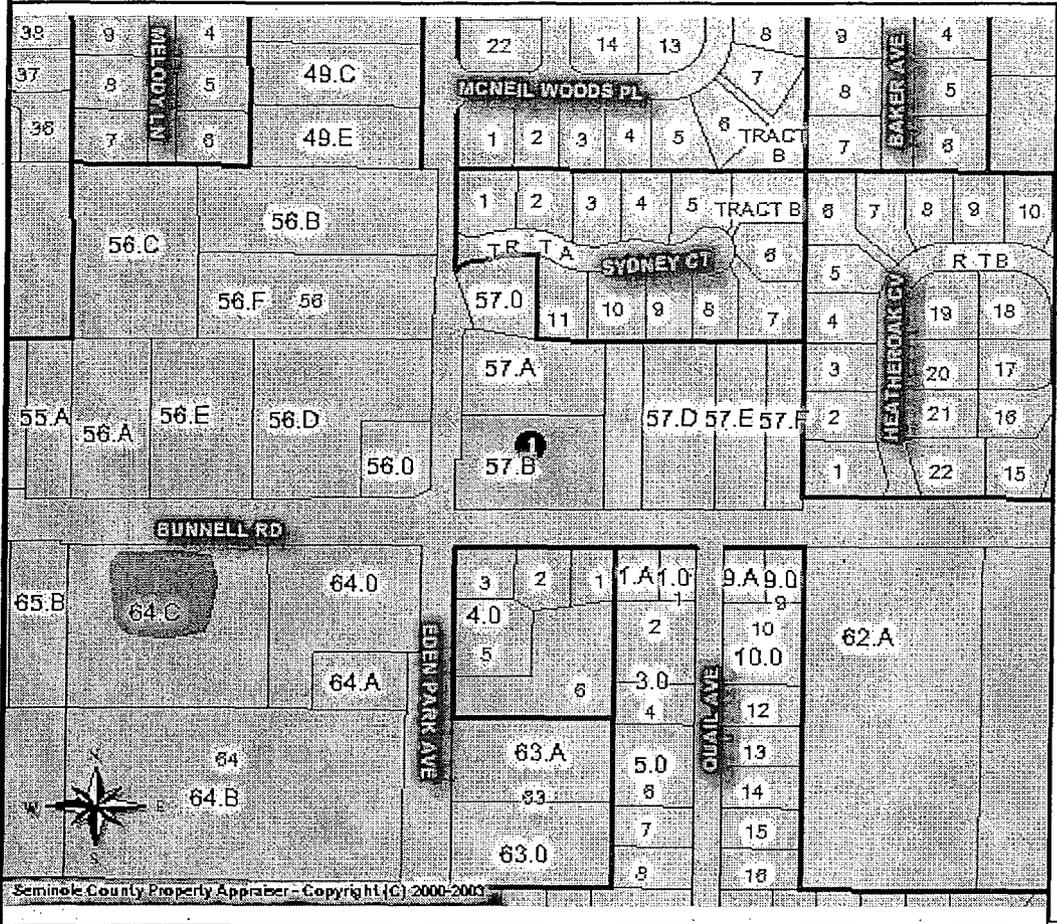
Exhibit B - Sketch

P:\Users\Dedge\My Documents\Mem\Agenda Item Bunnell Road 124c Richards.Doc

SEMINOLE COUNTY FL

PROPERTY APPRAISER

DAVID JOHNSON, CFA, ASA

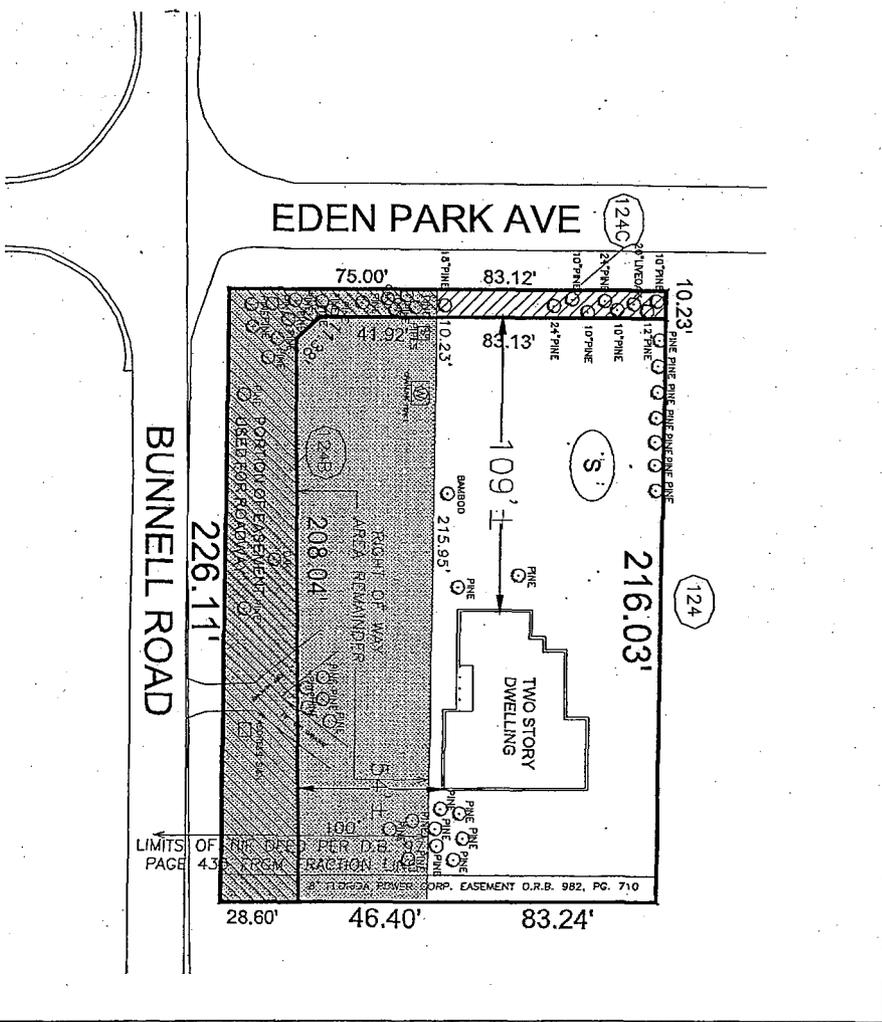
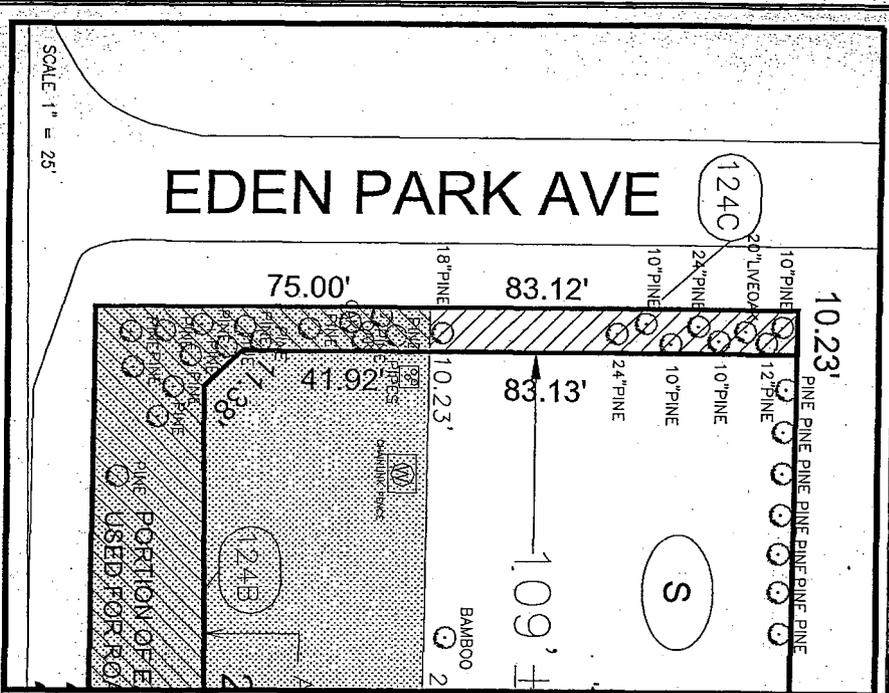


DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
 SEMINOLE COUNTY FL
 1101 E. FIRST ST
 SANFORD, FL 32771-1468
 407-665-7508

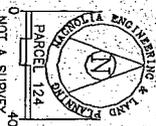
- Legend**
- Selected Features
 - County Boundary
 - Streets
 - Hydrology
 - Subdivision Lines
 - Parcels
 - Parcel Anno

Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1721295BG0000057B	RICHARDS DOROTHY E	1285 BUNNELL RD	ALTAMONTE SPRINGS	FL	32714



BEFORE TAKING: 35,779 SF±
 AREA TAKEN 124 C: 851 SF±



M:\2004\04-263 Bunnell\124\parcel124.DWG

MAGNOLIA ENGINEERING & LAND PLANNING, INC.
 344 N. WESMONT ST. SUITE 404
 ALMONT, FLORIDA 32714
 PHONE: 407-772-1329 FAX: 407-772-1340

04-263 BUNNELL ROAD
 PARCEL 124 - AREA TAKEN
 SEMINOLE COUNTY
 FLORIDA

SHEET 2

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Adopt Resolution

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Adopt Resolution rescinding previous resolutions relating to major road improvement projects for which acquisition is complete. Before acquiring property, authority is obtained from the Board of County Commissioners by resolutions. All property needed for the projects listed in this Resolution were acquired through donations, purchase agreements or litigation. Adoption of this Resolution is requested in order to clear title for all property not needed by the County for the respective projects listed in the previously adopted resolutions.

County-wide

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends that the Board adopt this Resolution rescinding previous resolutions relating to major road improvement projects for which acquisition is complete. Before acquiring property, authority is obtained from the Board of County Commissioners by resolutions. All property needed for the projects listed in this Resolution were acquired through donations, purchase agreements or litigation. Adoption of this Resolution is requested in order to clear title for all property not needed by the County for the respective projects listed in the previously adopted resolutions.

ATTACHMENTS:

1. Rescinding Resolution

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

From: Matthew G. Minter, Deputy County Attorney 

Concur: Pam Hastings, Administrative Manager, Public Works Department

Date: August 31, 2007

Subject: Rescinding Resolution
Southeast Regional Consumers Water Treatment Plant/Lake Hayes Water
Transmission Main
Cross Seminole Trail/S.R. 426
Seminole Wekiva Trail

This memorandum requests the Seminole County Board of County Commissioners to approve and adopt the resolution rescinding the previous resolutions relating to construction projects for which acquisition is complete.

Thank you for your attention to this matter.

MGM/lpk

Attachment:
Rescinding Resolution

RESOLUTION NO. 2007-R-_____

SEMINOLE COUNTY, FLORIDA

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT ITS REGULARLY SCHEDULED MEETING OF _____, 2007.

WHEREAS, the Board of County Commissioners of Seminole County approved and adopted Resolutions relating to construction of a water transmission main to connect the Southeast Regional Consumers Water Treatment Plant and the Lake Hayes Water Treatment Plant, Cross Seminole Trail along State Road 426, Cross Seminole Trail Phase III and the Seminole Wekiva Trail underpass at State Road 434; and

WHEREAS, acquisition for these major road improvement projects has been completed; and

WHEREAS, the Board of County Commissioners of Seminole County desires to adopt this Resolution of Necessity in order to remove from the public records any cloud on the title of property taken that might result from the Resolutions specified herein,

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

Section 1. The above recitals are adopted as findings and incorporated into the text of this Resolution.

Section 2. This Resolution hereby rescinds and repeals the following Resolutions of Necessity adopted for the referenced projects:

RESOLUTION

<u>PROJECT</u>	<u>NUMBER</u>	<u>DATE</u>	<u>OR BOOK/PAGE</u>
Southeast Regional Consumers Water Treatment Plant/Lake Hayes Water Treatment Plant	03-R-118 04-R-74 05-R-118	7/22/03 4/13/04 6/28/05	04949/1488-1515 05278/0989-0997 05812/0578-0581
Cross Seminole Trail/S.R. 426	04-R-100 05-R-238	5/25/04 12/20/05	05352/0145-0166 06054/1933-1950
Seminole Wekiva Trail	05-R-237	12/20/05	06054/1926-1932

Section 3. This Resolution does not rescind the findings of public purpose and necessity for the property acquired pursuant to the Resolutions of Necessity herein repealed or be deemed to affect the validity of any acquisition made pursuant thereto, whether obtained by donation, purchase, order of take or any other means.

ADOPTED this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: April Boswell

CONTACT: Sandy McCann

EXT: 7662

MOTION/RECOMMENDATION:

Approval of Expenditure List dated August 27, 2007; Approval of Payroll List dated August 23, 2007; Approval of BCC Official Minutes dated August 28, 2007.

County-wide

Dave Godwin

BACKGROUND:

See attached.

ATTACHMENTS:

1. Clerks Report 9 25 07

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes

DEPARTMENT Clerk's Office *DCB* **DIVISION:** County Commission Records

AUTHORIZED BY Dave Godwin *DCB* **CONTACT:** Sandy McCann **EXT.** 7662

Agenda Date 09-25-2007 **Regular** **Consent** **Work Session** **Briefing**

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval List dated August 27, 2007; and Payroll Approval List dated August 23, 2007.
2. BCC Official Minutes dated August 28, 2007.
3. Clerk's "Received and Filed" - for information only.

Reviewed by:	_____
Co. Att	_____
OMB	_____
Other	_____
DCM	_____
CM	_____

CLERK'S REPORT
SEPTEMBER 25, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL LIST AND PAYROLL LIST

Expenditure Approval List dated August 27, 2007; and Payroll Approval List dated August 23, 2007, presented.

ACTION REQUESTED: Motion approving same.

II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated August 28, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Change Order #1 to Work Order #9 to CC-1075-06.
2. Work Order #15 to PS-5182-05.
3. Work Order #13 to CC-1075-06.
4. Memorandum to Sandy McCann, County Commission Records, from Denes Balo, Director of Clerk's Finance, submitting the Clerk's Budget for Fiscal Year 2007/2008.
5. Memorandum to Denes Balo, Director of Clerk's Finance, from Sandy McCann, County Commission Records, acknowledging receipt of Clerk's Budget for Fiscal Year 2007/2008.
6. Memorandum to Ann Colby, Assistant County Attorney, from David Shields, Assistant County Attorney, re: Basic Service Agreement Requests for Seminole County v. Sobik's of Airport Blvd., Inc. and Seminole County v. Seminole Co. State Road 46, Ltd.
7. Amendment #1 to Work Order #51 to PS-5150-03.

8. Performance Bond, Payment Bond and Power of Attorney for CC-2244-07.
9. Work Order #5 to PS-5177-05.
10. M-600259-07 Miscellaneous Contract with ZHA, Inc.
11. Work Orders #50 and #51 to RFP-4214-07.
12. Work Order #14 to CC-1075-06.
13. Amendment #1 to Work Order #2 to PS-0381-05.
14. Title Opinions for the following: Provenance (Townhomes); Aloma Park Center; and River Pine Estates.
15. Title Opinion and Performance Bond in the amount of \$60,550 for the project known as Hanover Pointe (Townhomes).
16. Title Opinion and Performance Bonds for Markham Woods Enclave in the amount of \$8,250 and \$2,970.
17. Maintenance Bond #929373721MTC in the amount of \$22,400 for the project known as Chuluota Waste Water Treatment Plant (Tenth Street).
18. Bond Rider extending Bond #21328 for Talman Mews Phase II.
19. Performance Bond #54-167317 in the amount of \$83,493.88 for the project known as Aloma Park Center Lot 89.
20. Letters from Blue Cross Blue Shield and United Healthcare reflecting 2nd Best and Final offer for RFP-600209-07.
21. Amendment #5 to RFP-4147-02.
22. Change Order #2 to Work Order #4 to CC-1284-06.
23. Amendment #1 to Work Order #4 to PS-5152-03.
24. Amendment #1 to Work Order #71 to PS-5165-04.
25. Amended Notice to Proceed for RFQ-M-2199-07.

26. Letter to The Budd Group re: Vendor Material/Service Issue Form #001 for RFP-1091-06.
27. Response from The Budd Group relating to Vendor Material/Service Issue Form #001 for RFP-1091-06.
28. Change Orders #3, #4, and #5 to CC-1636-06.
29. Change Order #1 to Work Order #11 to CC-1075A.
30. Litigation Consultant Services Agreement with Gerson, Preston, Robinson & Company.
31. Bids as follows: 600236-07; CC-2324-07; and PS-2249-07.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Heroes Memorial Update**DEPARTMENT:** Administrative Services**DIVISION:** Support Services**AUTHORIZED BY:** Frank Raymond**CONTACT:** Cindy Coto**EXT:** 7211**MOTION/RECOMMENDATION:**

Staff is seeking direction from the Board regarding the following items for the Heroes Memorial (Law Enforcement, Fire Fighters, and Veterans):

- Identification of the proposed location for the memorial;
- Authorization to prepare and advertise a request-for-proposal (RFP) for design services;
- Authorization to utilize funds from the \$300,000 currently budgeted in the General Fund for the design phase.

County-wide

Cindy Coto

BACKGROUND:

In July 2000, the Sheriff's Office and Seminole County staff began working on developing plans for the Eugene Gregory Law Enforcement Memorial Park. During the first public hearing in September 2001, the Board of County Commissioners recommended placing \$140,000 in reserve for this Park. On November 13, 2001, the Board directed staff to return with a plan for staging the development of the proposed Park with committed funds from private sources, in-kind services and a contribution from the Sheriff's Law Enforcement Trust Fund for construction of a substation on the Park site.

On August 13, 2002, Library and Leisure Services staff presented an update of the proposed site plan, financial plan, construction management update, operation and maintenance proposal and staff conclusions. The Board approved the development of the Park based upon the Phase I recommendation of staff with the cooperative management of the Park by Seminole County Parks and Recreation Division and the Sheriff's Office and authorized \$100,000 of reserve funds providing the project was approved by regulatory authorities.

Between 2002 and 2005, staff worked with the Sheriff's Office in contacting homeowners, conducting community meetings, conducting fund raising events and locating possible site alternatives. On February 8, 2005, staff presented an agenda item to the Board that requested authorization for the acquisition of forty-four (44) acres located on Lake Harney for \$187,608. The Board did not authorize negotiation for the entire 44 acres and instead directed staff to negotiate for 20 acres and bring back at a later date.

On July 26, 2005, staff presented the negotiated price of \$359,000 for 20 acres and sought direction of the acquisition. The Board instructed staff to discontinue negotiating for the 20 acres and to put the Park on hold and explore other ways to appropriately recognize not only Officer Gregory but other fallen officers as well. The Board suggested the Five Points area may be better due to the central location within the County and higher visibility.

On March 28, 2006, the County's consultant, ZHA presented a conceptual plan for the Five Points Master Plan. On this Plan, the location of the memorial was proposed to be placed in front of the Criminal Justice Center. On June 27, 2006, staff presented the negotiated purchase for property (Auto World) located adjacent to Five Points and the Board directed staff to complete the purchase. Additionally, the Board directed staff to develop a request-for-proposal (RFP) for a consultant to develop a memorial to include law enforcement, fire fighters and veterans. Further direction included that the memorial be county-wide and a reflective type park.

On February 13, 2007, staff requested direction from the Board and were given authorization to form a committee, begin researching names of veterans, and to develop a timeline for the project. The committee has representation from the Sheriff's Office, Public Safety, Seminole County Veterans Office, volunteers and staff. A firm location for the memorial was not identified.

On May 22, 2007, the Board approved establishing a 501(c) 3 corporation for the Heroes Memorial Fund and authorized Commissioner Van Der Weide to work with the County Manager and County Attorney offices to look at creating the non-profit heroes memorial. The Seminole County Heroes Memorial Association, Inc. (SCHMA) was incorporated with the State of Florida on August 1, 2007. On August 29, 2007, the first meeting was held to handle housekeeping items for the corporation. The application to the IRS for tax exempt status is complete.

The current funding available in the General Fund for the project is \$300,000. Through the Seminole County Heroes Memorial Association, Inc., additional funds may be received from donations. These donations will be used for costs of design and construction of the Heroes Memorial, with any remaining funds used for maintenance.

STAFF RECOMMENDATION:

Staff is seeking direction from the Board regarding the following items for the Heroes Memorial (Law Enforcement, Fire Fighters, and Veterans):

- Identification of the proposed location for the memorial;
- Authorization to prepare and advertise a request-for-proposal (RFP) for design services;
- Authorization to utilize funds from the \$300,000 currently budgeted in the General Fund for the design phase.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement (Shane Kelly Park)

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: Cindy Coto

CONTACT: Don Fisher

EXT: 7212

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement as proposed by the City; or

Do not approve and authorize the Chairman to execute the attached revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement as proposed by the City.

District 1 Bob Dallari

Don Fisher

BACKGROUND:

At the July 24, 2007 meeting, the Board approved the Second Amendment to Seminole County and City of Oviedo Community Park Agreement (County Agreement). The main focus of the County Agreement was to extend the time frame to construct bathroom facilities and to provide funding toward the construction of equestrian elements at Shane Kelly Park.

The Board made clarifications to the County Agreement in that the County's contribution would not exceed \$250,000 for equestrian elements (trailhead and trail) and that costs would be shared equally with the City. Further, the Board clarified that the City shall expend a minimum of \$250,000 for completion of the approved master plan for the Park and that the City's shall use general funds and not grants or other funding sources for its match.

The County Agreement was sent to the City for its consideration. The City did not execute the County Agreement and instead, proposed its own Second Amendment to Seminole County and City of Oviedo Community Park (City Agreement). The City proposes the following changes:

- Eliminate the specification for a minimum trail width of 8' wide mulch or 10' wide boardwalk in Section 15 (a). The City Agreement does reference a trail connection; however it is silent to a width;
- Delete Section 15 (f) requiring the City to expend a minimum of \$250,000 for completion of the approved master plan paid from the City's general fund and not from grants or other funding sources;
- Section 15 (g) of the County Agreement is now 15 (f) of the City Agreement and proposes to extend the time to construct the trailhead and trail connection from June 1, 2008 to December 31, 2008;

- A new Section 15 (g) provides: "Following completion of the construction of the Trailhead and Trail contemplated herein, the parties agree that the City's obligations, commensurate with the City's 2001 original intent to develop an equestrian element as part of the planned public improvements at Shane Kelly Park, are deemed to be fulfilled."

Also attached is City of Oviedo Resolution 1641-07 that:

- Repeals all previous resolutions and Council direction regarding equestrian uses at Shane Kelly Park;
- Expresses an intent to collaborate with the Board of County Commissioners in the construction of 20 unpaved parking spaces, trailhead, and trail connection equally with the County and at an amount not to exceed \$250,000 in City funds;
- Requests that a fully executed agreement be returned to the City within 45 days of receipt by the County Commission; and,
- The City will consider its obligations, commensurate with the City's original intent to develop an equestrian element as part of the planned public improvements at Shane Kelly Park fulfilled; and
- Development of additional equestrian uses at Shane Kelly Park will be decided by the City Council, and reserves the right to determine the types of future facilities to be constructed.

Attachments:

- County Agreement
- Letter from City Manager
- City Agreement
- City Resolution 1641-07

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**SECOND AMENDMENT TO SEMINOLE COUNTY AND CITY OF OVIEDO
COMMUNITY PARK AGREEMENT**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on January 30, 2001, as amended January 30, 2006, between **CITY OF OVIEDO, FLORIDA**, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, CITY and COUNTY entered into the above-referenced Agreement on January 30, 2001, as amended January 30, 2006, for the development and operation of a multipurpose community park; and

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

WHEREAS, Section 7 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 2(b) of the Agreement is amended to read:

(b) In the event that the WINTER MILES PROPERTY is not developed in accordance with Section 2(a) by December 31, 2007, CITY agrees to repay COUNTY the full amount of COUNTY's contribution as described in Section 3 below; provided, however, that in the event substantial completion, as determined by COUNTY, has occurred by December 31, 2007, CITY agrees to repay COUNTY fifty percent (50%) of COUNTY's contribution

as described in Section 3 below. Substantial completion shall include, at a minimum, the three (3) lighted multi-purpose fields (minimum three (3) acres each).

2. Section 15 is hereby added to the Agreement, to read:

SECTION 15. ADDITIONAL TRAILHEAD AND TRAIL CONSTRUCTION.

(a) CITY agrees to provide design and construction services for a Trailhead consisting of an unpaved, stabilized access drive, twenty (20) unpaved equestrian parking spaces and a Trail section which will provide connection to Lockwood Boulevard to allow access to the County's Trail System and which shall be an eight (8) foot wide, mulch-covered, firm unyielding surface and/or a ten (10) foot wide boardwalk.

(b) CITY shall be responsible for managing and directing the preparation of the design and engineering construction plans for the Trailhead and Trails, including the preparation and submittal of the application for all required permits and approvals therefore. CITY may utilize one of its continuing ~~services~~ contract consultant's for the preparation of the design and engineering construction plans. CITY shall provide COUNTY with construction plans which include a summary of pay items, cost, and scope for County Engineer's review and approval. County Engineer's Office shall complete its review process and respond to CITY within thirty (30) days after its receipt of the plans. Failure to provide written response within such period shall be deemed approval.

(c) COUNTY and CITY shall equally share all costs, fees, and expenses incurred for the design and construction of the Trailhead and Trail, including without limitation construction plan preparation, engineering, surveying, soils investigation, environmental, and permitting costs and fees, in an amount not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for the COUNTY and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for the CITY. In no

case shall the amount of reimbursement money from COUNTY exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or the actual cost of design and construction of the improvements described in Section 15(a) above, whichever is less.

Payment of the COUNTY's share to the CITY shall be on a monthly basis, within thirty (30) days after receipt by COUNTY of a written invoice request from CITY and inspection, approval, and acceptance by COUNTY of the portion of work for which payment is requested. The costs of obtaining the bonds and insurance required for construction shall be deemed a cost of construction.

(d) CITY shall cause construction of the Trailhead and Trail to be in accordance with the approved construction plans and permits. Construction changes and deviations from the approved construction plans will not be permitted unless prior approval from COUNTY is obtained. COUNTY shall have the right to withhold payment in the event that construction is not performed in accordance with the approved construction plans. Written notice shall be provided to CITY identifying the deficient construction. If the deficiency is not corrected, COUNTY has the right to subtract payment of the items from its portion of the funding.

(e) Upon completion of construction of the Trailhead and Trail, CITY shall be responsible for the day-to-day operations and all maintenance and repair of both. All maintenance and repair of the COUNTY Trailhead and Trail includes both the ground maintenance and the structural integrity in a manner consistent with CITY's parks.

(f) CITY shall expend a minimum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for completion of the approved master plan for Shane Kelly Park with said funds to be paid from CITY's general fund and not from grants or other funding sources.

(g) In the event the Trailhead and Trail are not completed in accordance with the approved construction plan on or before June 1, 2008, CITY agrees to repay COUNTY the full amount of COUNTY's contribution as of that date, not to exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

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

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

ATTEST:

CITY OF OVIEDO

BARBARA BARBOUR, City Clerk

(CORPORATE SEAL)

By: _____
THOMAS G. WALTERS, Mayor

Date: _____

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr/dg/jjr
1/10/07; 1/23/07; 7/24/07; 7/25/07
P:\Users\jroyal\Library & Leisure Services\Sem Cty-Oviedo-Community Park Agr-2am.doc

AUG 27 2007

SEMINOLE COUNTY
COUNTY MANAGER



400 ALEXANDRIA BOULEVARD • OVIEDO, FLORIDA 32765

August 23, 2007

Mr. Don Fisher
Assistant County Manager
Seminole County
1101 East First Street
Sanford, FL 32771

**RE: Second Amendment to Seminole County and City of Oviedo Community Park Agreement-
Equestrian Uses**

Dear Mr. Fisher:

At its July 24, 2007 meeting, the Board of County Commissioners approved a Second Amendment to the Seminole County and City of Oviedo Community Park Agreement. You provided that agreement to me on July 26th. In turn, I shared those documents with the members of the Oviedo City Council.

The issue was discussed by our City Council at a special meeting on Monday, July 30th and subsequently, the City Council took up consideration of a resolution regarding the proposed equestrian element at the Shane Kelly Park. That Resolution, No.1641-07, was adopted by the City Council at its August 20th regular meeting. A copy of the resolution is enclosed.

As part of that resolution, the City Council did approve a *revised* Second Amendment to the Seminole County and City of Oviedo Community Park Agreement. The content of that agreement is slightly different than what was approved by the County Commission in late July. I am enclosing a copy of the signed resolution and the executed agreement between the City and the County.

As part of its policy direction in this matter, the City Council has asked that the Board of County Commissioners take up consideration of this Second Amendment Agreement and provide the City with a response within forty five (45) days. The City has halted design of the trail, trailhead, and parking facility improvements until such time as a mutually satisfactory agreement has been executed by all parties.

In its resolution and in this agreement, the City Council has reaffirmed its commitment to participate with the Board of County Commissioners in the construction of an equestrian element at the Shane Kelly Park and to share equally the costs of the trail, trailhead, and parking facilities to serve this use. The City has included the project in its Capital Program in the current fiscal year and implementation of the project is ready to proceed, once a signed agreement has been received by the City.

Should you or other members of the staff have any questions regarding the City Council's action in this matter, please do not hesitate to contact me directly at (407) 971-5558.

Sincerely yours,

Gerald J. Seeber
City Manager

Mr. Don Fisher
August 23, 2007
Page 2 of 2

cc: City Council
Barbara Barbour
Tony Segreto
Dru Boulware

***Second Amendment to Seminole County and City of Oviedo
Community Park Agreement***

This Second Amendment is made and entered into this _____ day of _____, 2007, and is to that certain Agreement made and entered into on January 30, 2001, as amended January 30, 2006, between **City of Oviedo, Florida**, a municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "City," and **Seminole County**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, CITY and COUNTY entered into the above-referenced Agreement on January 30, 2001, as amended January 30, 2006, for the development and operation of a multipurpose community park; and

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

WHEREAS, Section 7 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties.

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

1. Section 2 (b) of the Agreement is amended to read:
(b) In the event that the WINTER MILES PROPERTY is not developed in accordance with Section 2(a) by December 31, 2007, CITY agrees to repay COUNTY the full amount of the COUNTY'S contribution as described in Section 3 below; provided, however, that in the event substantial completion, as determined by COUNTY, has occurred by December 31, 2007, CITY agrees to repay COUNTY fifty percent (50%) of COUNTY'S contribution as described in Section 3 below. Substantial completion shall include, at a minimum, the three (3) lighted multi-purpose fields (minimum three (3) acres each).

2. Section 15 is hereby added to the Agreement, to read:

SECTION 15. ADDITIONAL TRAILHEAD AND TRAIL CONSTRUCTION.

(a) CITY agrees to provide design and construction services for a Trailhead consisting of a stabilized access drive, twenty (20) unpaved equestrian parking spaces for horse trailers and trucks, and a Trail section which will provide connection to Lockwood Boulevard to allow access to the County's Trail System.

(b) City shall be responsible for managing and directing the preparation of the design and engineering construction plans for the Trailhead and Trails, including the preparation and submittal of the application for all required permits and approvals therefore. CITY may utilize one of its continuing services contract consultant's for the preparation of the design and

engineering construction plans. CITY shall provide COUNTY with construction plans which include a summary of pay items, cost, and scope for County Engineer's review and approval.

County Engineer's office shall complete its review process and respond to CITY within thirty (30) days after its receipt of the plans. Failure to provide written response within such period shall be deemed approval.

(c) COUNTY and CITY shall equally share all costs, fees, and expenses incurred for the design and construction of the Trailhead and Trail, including without limitation construction plan preparation, engineering, surveying, soils investigation, environmental, and permitting costs and fees, in an amount not to exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for the COUNTY and TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) for the CITY. In no case shall the amount of reimbursement money from COUNTY exceed TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or the actual cost of design and construction of the improvements described in Section 15 (a) above, whichever is less.

Payment of the COUNTY'S share to the CITY shall be on a monthly basis, within thirty (30) days after receipt by COUNTY of a written invoice request from CITY and inspection, approval, and acceptance by COUNTY of the portion of work for which payment is requested. The costs of obtaining the bonds and insurance required for construction shall be deemed a cost of construction.

(d) CITY shall cause construction of the Trailhead and Trail to be in accordance with the approved construction plans and permits. Construction changes and deviations from the approved construction plans will not be permitted unless prior approval from COUNTY is obtained. COUNTY shall have the right to withhold payment in the event that construction is not performed in accordance with the approved construction plans. Written notice shall be provided to CITY identifying the deficient construction. If the deficiency is not corrected, COUNTY has the right to subtract payment of the items from its portion of the funding.

(e) Upon completion of construction of the Trailhead and Trail, CITY shall be responsible for the day-to-day operations and all maintenance and repair of both. All maintenance and repair of the COUNTY Trailhead and Trail includes both the ground maintenance and the structural integrity in a manner consistent with CITY'S parks.

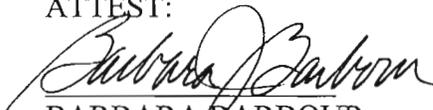
(f) In the event the Trailhead and Trail are not completed in accordance with the approved construction plan on or before December 31, 2008, CITY agrees to repay COUNTY the full amount of COUNTY'S contribution as of that date, not to exceed the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00).

(g) Following completion of the construction of the Trailhead and Trail contemplated herein, the parties agree that the City's obligations, commensurate with the City's 2001 original intent to develop an equestrian element as part of the planned public improvements at the Shane Kelly Park, are deemed to be fulfilled.

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

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

ATTEST:

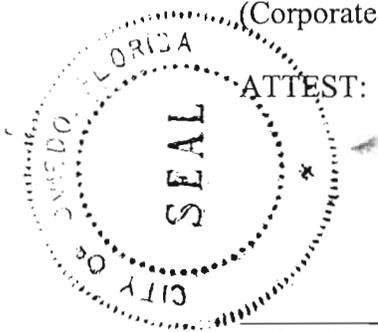

BARBARA BARBOUR
City Clerk

CITY OF OVIEDO

By: 
THOMAS G. WALTERS
Mayor

(Corporate Seal)

ATTEST:



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

For the use and reliance of
Seminole County only.

Approved as to form and legal
sufficiency.

County Attorney

Date: _____

BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY,
FLORIDA

By: _____
CARLTON HENLEY, Chairman

Date: _____

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

RESOLUTION NO. 1641-07

**A RESOLUTION OF THE CITY OF OVIEDO, FLORIDA, REGARDING
PROPOSED EQUESTRIAN USES AT THE SHANE KELLY PARK.**

WHEREAS, the City Council has previously adopted Resolutions Nos. 811-04, 1183-05, 1419-06 and 1545-07 setting forth the Council's policy intentions regarding the development of an equestrian element at the Shane Kelly Park; and

WHEREAS, the Board of County Commissioners has collaborated successfully with the City in the provision of public safety services, such as emergency medical response and fire service dispatching, to our mutual constituents in Oviedo; and

WHEREAS, the Board of County Commissioners has collaborated successfully with the City in the provision of public works services, such as traffic safety operations, transportation planning and funding for the SR 426/CR 419 improvement project, traffic signal maintenance, right of way maintenance along county roads, and school zone safety improvements for the benefit of the residents of Oviedo; and

WHEREAS, in an effort to fulfill the City's original intent to partner with an equestrian group that would raise the necessary funds to design and construct an equestrian element at the Shane Kelly Park, the City held a number of discussions with the members of the Friends of Winter Miles over the past three years to develop a collaborative plan for the development of an equestrian element; and

WHEREAS, the City Council has previously agreed to designate an area of approximately 20 acres at the Shane Kelly Park for the development of an equestrian element at the Park; and

WHEREAS, the City Council has previously agreed to earmark funds from its discretionary account in the General Fund to match the amounts raised by the Friends of Winter Miles at its fund raising events held at the Shane Kelly Park; and

WHEREAS, since 2001, the City Council has expended \$6,108,975 from various sources for the acquisition and development of public recreational facilities at the Shane Kelly Park and the Board of County Commissioners has generously contributed \$1 million of that total; and

WHEREAS, the City Council and the Board of County Commissioners met in a joint work session on August 8, 2006 to discuss issues of mutual concern and interest, including the development of an equestrian element at the Shane Kelly Park, at which time the Board of County Commissioners and the City Council agreed to collaborate by each contributing \$250,000 for the development of an equestrian trail, a trailhead and parking facilities at the Shane Kelly Park; and

WHEREAS, on February 5, 2007, the Board of County Commissioners provided the City with a document entitled "Second Amendment to the Seminole County and City of Oviedo Community Park Agreement" setting forth the County's formal offer of \$250,000 in financial assistance for the development of an equestrian trail, a trailhead and 20 unpaved parking spaces at the Shane Kelly Park, and

WHEREAS, four weeks later on March 5, 2007, the City Council approved the same "Second Amendment to the Seminole County and City of Oviedo Community Park Agreement" without making any changes, to provide for, among other things, the design and construction an equestrian trail, a trailhead, and 20 unpaved parking spaces at the Shane Kelly Park; and

WHEREAS, both the City Council and the Board of County Commissioners are charged this summer with developing a budget for the upcoming fiscal year in the face of significant cutbacks in local property tax income, arising from the legislation adopted this past June to provide property tax relief to Florida taxpayers; and

WHEREAS, at its July 24, 2007 meeting, the Board of County Commissioners elected to modify and amend the "Second Amendment to the Seminole County and City of Oviedo Community Park Agreement" that had been previously approved by the Oviedo City Council and to adopt that newly revised agreement that included a requirement that the City commit \$250,000 in funding for "completion of the approved master plan for Shane Kelly Park."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OVIEDO, FLORIDA, AS FOLLOWS:

SECTION 1. Resolutions No. 811-04, No. 1183-05, No. 1419-06 and No. 1545-07, all of which addressed proposed equestrian uses at the Shane Kelly Park, are hereby repealed. Furthermore, all previous actions of the City Council that provided policy direction for approval for specific equestrian use improvements at the Shane Kelly Park are hereby repealed.

SECTION 2. It is the City's intent to collaborate with the Board of County Commissioners in the construction of twenty (20) unpaved parking spaces, a trailhead, and a trail facility at the Shane Kelly Park. To that end, the City will agree to share equally with the Board of County Commissioners, up to a maximum of \$250,000 in City funds, the costs of design, permitting, and construction of these specific equestrian improvements. Furthermore, the revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 3. The City Manager is hereby directed to forward a copy of the revised Second Amendment to Seminole County and City of Oviedo Community Park Agreement to the Board of County Commissioners with a request that a fully executed agreement be returned to the City within forty five (45) days after receipt by the County Commission.

SECTION 4. Following completion of the construction of such improvements as are contemplated in the approved Second Amendment to Seminole County and City of Oviedo

Community Park Agreement, or the rejection of the revised agreement by the Board of County Commissioners, the City will consider its obligations, commensurate with the City's 2001 original intent to develop an equestrian element as part of the planned public improvements at the Shane Kelly Park, fulfilled. Notwithstanding, the City may consider collaborative partnerships with other private or public partners for the development of additional equestrian uses at the Park in the future.

SECTION 5. The development of additional equestrian uses at the Shane Kelly Park will be decided upon by the City Council. It is the City's intent to minimize its additional capital construction and long term operating costs for the development and operation of equestrian uses at the Shane Kelly Park.

SECTION 6. The City Council reserves the right to determine the types of facilities that will be constructed in the future at the Shane Kelly Park and the level of City funding that may be required in future years to implement the City Council's plans for development of recreational uses at the facility.

This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 20th day of August, 2007.

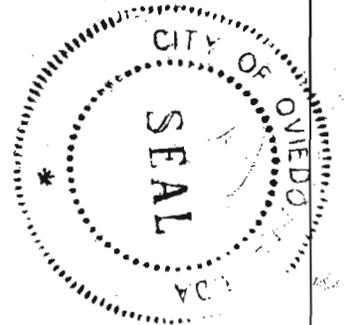


THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

ATTEST:



Barbara J. Barbour
City Clerk



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFQ-600187-07/TLR – Investment Banking Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Review the qualification submittals and Qualification Committee's comments for RFQ-600187-07/TLR – Investment Banking Services; select pre-qualified investment banking firms.

County-wide

Ray Hooper

BACKGROUND:

On July 26, 1994, the Board of County Commissioners directed staff to present Professional Services that fall into the following categories unranked to the BCC: (a) major space initiatives; (b) audit services; (c) bond counsel; (d) financial adviser; and other major projects designated by the BCC.

RFQ-600187-07/TLR will provide for qualified Underwriting Firm(s) to provide investment banking services in connection with the authorization, sale and delivery of obligations as listed in the Scope of Services and authorized by the County. The senior manager and co-manager (s) will be appointed by the Board of County Commissioners on an issue by issue basis for no less than three (3) years or as directed by the Board.

This RFQ was publicly advertised and the County received thirteen (13) submittals, one of which was considered non-responsive.

The Qualification Committee comprised of Gary Akers, (financial advisor for Seminole County), Lisa Spriggs, Fiscal Services Director; Arnold Schneider, Assistant County Attorney; Angela Singleton, Financial Manager, Fiscal Services; and Bob Briggs, Finance Manager, Environmental Services. The Qualification criteria included the following:

Qualifications/ Experience of the Firm and Key Personnel

- Qualifications of the firm as a whole
- Experience and expertise of key personnel
- Experience with similar governmental agencies
- References

Methodology/Approach to Work

- Understanding County needs
- Innovative Concepts

Other

- Workload/availability
- Any other pertinent information regarding capability to perform

The Qualification Committee has provided comments included in the backup documentation in regards to the following:

Highly Acceptable: Submittal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features which benefit the County.

Acceptable: Submittal meets the County requirements. Any weakness is minor.

Marginal: Submittal contains weaknesses or minor deficiencies which could have an impact, if accepted.

Unsatisfactory: Submittal does not comply substantially with the requirements.

Highly Acceptable

- Citigroup Global Markets, Orlando

Acceptable

- Banc of America Securities, Clearwater
- Raymond James & Associates, St. Petersburg
- RBC Capital markets, St. Petersburg
- UBS Securities LLC, Orlando

Marginal

- A.G. Edwards, St. Petersburg
- Fifth Third Securities, Orlando
- J.P. Morgan Securities, Orlando
- Morgan Keegan & Co., Birmingham, AL
- Suntrust Capital Markets, Inc., Orlando

Unsatisfactory

- Estrada Hinojosa Investment Bankers, Miami
- Gardnyr Michael Capital Inc., Winter Park

Non-Responsive

- Fidelity Investments, Boston, MA

STAFF RECOMMENDATION:

Staff requests that the Board of County Commissioners select a team of investment banking firms (minimum of 3 - 4) for RFQ-600187-07/TLR – Investment Banking Services. The senior manager and co-manager(s) will be appointed by the Board of County Commissioners on an issue by issue basis for no less than three (3) years or as directed by the Board.

ATTACHMENTS:

1. Tabulation Sheet
2. Committee Comments

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

BID NUMBER: RFQ-600187-07/TLR

PROJECT TITLE: Investment Banking Services

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

PAGE: 1 of 1

Response 1	Response 2	Response 3	Response 4	Response 5
A.G. Edwards & Sons, Inc. 3637 4 th St. North Ste. 330 St. Petersburg, FL 33704 Ph. 800-289-2405 Fx. 727-895-4837 Dennis E. Golem, Mg Dir.	Banc of America Securities LLC 1640 Gulf-to-Bay Blvd. Clearwater, FL 33755 Ph. 727-462-5817 Fx. 727-462-5813 Patti Garrett, Principal	Citygroup Global Markets Inc. 200 S. Orange Ave. Ste. 2170 Orlando, FL 32801 PH. 407-999-7948 FX. 407-999-7951 Margaret Lezcano, Director	Estrada Hinojosa Investment Bankers 201 S. Biscayne Blvd. Ste. 2826 Miami, FL 33131 Ph. 800-676-5352 Fx. 350-913-4601 Lourdes Reyes Abadin, SrVP	Fidelity Investments 164 Northern Ave. Boston, MA 02219 Ph. 800-771-4340 727-443-4010 Timothy J. Coffin, VP Municipal Finance
Response 6	Response 7	Response 8	Response 9	Response 10
Fifth Third Securities 200 E. Robinson St. 10 th Fl Orlando, FL 32801 Ph. 407-999-3142 Fx. 407-999-3251 John White, VP	Gardnyr Michael Capital Inc. 22281 Lee Rd., Ste. 105 Winter Park, FL 32789 Ph.407-629-4600 Fx. 407-629-0314 Anthony Grey, VP	J.P. Morgan Securities, Inc. 390 N. Orange Ave., Ste. 1800 Orlando, FL 32801 PH. 407-206-3560 Fx. 407-506-3566 Jon Eichelberger, VP	Morgan Keegan & Co., Inc. 2900 Hwy 280, Ste. 100 Birmingham, AL 35223 Ph. 800-753-6619 Fx. 205-802-4277 Rick Coad, Sr. VP	Raymond James & Assoc. 880 Carillon Parkway St. Petersburg, FL 33715 Ph. 800-248-8863 Fx. 727-567-8315
Response 11	Response 12	Response 13		
RBC Capital Markets 100 2 nd Ave. S. #800 St. Petersburg, FL 33701 PH. 727-895-8871 FX.727-895-8895 Julie Santamaria, Director	Suntrust Capital Markets, Inc. 200 S. Orange Ave. Orlando, FL 32801 Ph. 407-237-4108 Fx. 407-237-4877 Leif Chase, VP	UBS Securities LLC 200 S. Orange Ave. Ste. 2000 Orlando, FL 32801 Ph. 407-418-2470 Fx. 407-648-4529 Phillip Brown, Ex. Director		

Non-responsive

Tabulated by T. Roberts, Sr. Procurement Analyst (Posted 6/6/2007 @ 4:00 PM)

REVISED Qualification Committee Meeting: 8/16/2007 @ 9:00 AM – CSB, 1101 E. 1st St.
Rm. 3223, Sanford, FL

BCC for Recommended Selection: September 25, 2007

Evaluation Criteria:

- Qualifications and Experience
- Methodology – Approach to Work
- Other

Evaluations

RFI-600187-07/TLR - Investment Banking Services

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

Yes

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

Yes

>>Response #1: A.G. EDWARDS & SONS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

No comments.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Experience on similar Florida deals lacking. Disclosure of purchase of Company by Wachovia was not mentioned in the proposal.

>>Response #2: BANC OF AMERICA SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Fully Qualified - with demonstrated ability to perform as Senior Manager.

Strong distribution capabilities

Florida presence

Strong Capital position.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

No comments.

>>Response #3: CITYGROUP GLOBAL MARKETS, INC.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Fully Qualified - with demonstrated ability to perform as Senior Manager.

Regional underwriting desk in Tampa.

Depth and experience of team.

Command of National and Florida Market in all types of transactions.

Strong capital position.

Specialized knowledge of team and resources offered in the area of rating.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No comments.

>>Response #4: ESTRADA HINOJOSA INVESTMENT BANKERS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Ability to perform as Senior Manager not evident.

Low Capital position

>> Response #5 - FIDELITY INVESTMENTS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #5 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #5 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Non-responsive Proposal - questions of the RFP not answered.

>> Response #6 - FIFTH THIRD SECURITIES:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #6 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #6 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Ability to perform as Senior Manager not evident.

Experience on similar Florida deals lacking.

>> Response #7 - GARDNYR MICHAEL CAPITAL, INC.:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #7 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #7 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

:

Ability to perform as Senior Manager not evident.

Low Capital position

>> Response #8 - J.P. MORGAN SECURITIES, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #8 - Strengths: Those areas in which the proposal exceeds the County's requirements.

:

No comments.

Respondent #8 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Heavy institutional vs. retail distribution.

Previous litigation pertaining to SWAP transactions.

>> Response #9 - MORGAN KEEGAN & CO.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #9 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #9 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Lack of Florida presence.

Proposing office Memphis vs. Gainesville with no explanation of why.

>> Response #10 - RAYMOND JAMES & ASSOCIATES:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #10 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Fully Qualified - ability to perform as Senior Manager.

Strong distribution capabilities

Florida presence

Strong Capital position.

Respondent #10 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

:

No comments.

>> Response #11 - RBC CAPITAL MARKETS:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #11 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Fully Qualified - with demonstrated ability to perform as Senior Manager.

Strong distribution capabilities

Florida presence

Strong Capital position.

Respondent #11 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Committee noted transmittal language contained information reflective of combined past performance and historical performance of all companies that have been purchased by RBC.

>> Response #12 - SUNTRUST CAPITAL MARKETS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #12 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comments.

Respondent #12 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Ability to perform as Senior Manager not evident.

Experience on similar Florida deals lacking.

>> Response #13 - UBS SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #13 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Fully Qualified - ability to perform as Senior Manager.

Central Florida trading desk.

Company is strongly capitalized and carries a Aaa/AA+ credit rating.

Strong depth of assigned Team

Respondent #13 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No comments.

Created at 8/16/2007 5:05 PM by [Spriggs, Lisa](#)

Last modified at 9/5/2007 11:17 AM by [Spriggs, Lisa](#)

Evaluations

RFI-600187-07/TLR - Investment Banking Services

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Yes

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

Yes

>>Response #1: A.G. EDWARDS & SONS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

No comment.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract
Limited Florida Senior Manager experience. AG Edwards was recently purchased by Wachovia Securities - this information was not disclosed in the proposal.

>>Response #2: BANC OF AMERICA SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Extensive Florida Senior Manager experience. Experience with Seminole County.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract
No comment.

>>Response #3: CITYGROUP GLOBAL MARKETS, INC.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Extensive experience of assigned personnel, including former Managing Director of Moody's rating agency. Experience, long-term relationship with

Seminole County and rating support services. Extensive Florida Senior Manager experience.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No comment.

>>Response #4: ESTRADA HINOJOSA INVESTMENT BANKERS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comment.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Limited capital and limited Florida Senior Manager experience.

>> Response #5 - FIDELITY INVESTMENTS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #5 - Strengths: Those areas in which the proposal exceeds the County's requirements:

No comment.

Respondent #5 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Non responsive. Did not provide requested information in the RFQ.

>> Response #6 - FIFTH THIRD SECURITIES:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #6 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Experienced Senior Banker (although new to the firm).

Respondent #6 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

The firm has limited Senior Manager experience in Florida.

>> Response #7 - GARDNYR MICHAEL CAPITAL, INC.:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #7 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comment.

Respondent #7 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Limited Florida Senior Manager experience and limited capital.

>> Response #8 - J.P. MORGAN SECURITIES, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #8 - Strengths: Those areas in which the proposal exceeds the County's requirements.

No comment.

Respondent #8 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Swap litigation and conviction. Limited Florida Senior Manager experience.

>> Response #9 - MORGAN KEEGAN & CO.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #9 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comment.

Respondent #9 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Limited Florida Senior Manager experience.

>> Response #10 - RAYMOND JAMES & ASSOCIATES:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #10 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Experienced personnel and Florida experience.

Respondent #10 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No comment.

>> Response #11 - RBC CAPITAL MARKETS:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #11 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Experienced assigned personnel and Florida experience.

Respondent #11 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No comment.

>> Response #12 - SUNTRUST CAPITAL MARKETS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #12 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

No comment.

Respondent #12 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Very limited Florida Senior Manager experience. 2 sales tax, 0 water & sewer, 0 solid waste and 0 tourist development issues as senior manager since 2004.

>> Response #13 - UBS SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #13 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Florida experience. Primary contact has extensive investment banking experience.

Respondent #13 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
No comment.

Created at 8/17/2007 9:09 AM by Singleton, Angela
Last modified at 9/5/2007 11:09 AM by Singleton, Angela

Evaluations

RFI-600187-07/TLR - Investment Banking Services

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Congratulations on your selection as an Evaluation Team member!

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

Yes

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

Yes

>>Response #1: A.G. EDWARDS & SONS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Historically a good Florida presence.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Failed to disclose acquisition efforts by Wachovia. Any impact as a result of the transaction cannot be determined from submitted information.

>>Response #2: BANC OF AMERICA SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Meets all requirements.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

No weakness in the ability to perform at the requested level.

>>Response #3: CITYGROUP GLOBAL MARKETS, INC.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Excellent performance with recent water and sewer bond issue. Very well co-ordinated, excellent support and preparation with rating agencies. All activities performed in a timely manner through closing.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
None.

>>Response #4: ESTRADA HINOJOSA INVESTMENT BANKERS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

South Florida presence with some experience in Central Florida.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
No Sr. experience in the Tax area. Only water and sewer noted was related to refunding, no new money issue. Modest staffing in the state. Limited cap capabilities.

>> Response #5 - FIDELITY INVESTMENTS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #5 - Strengths: Those areas in which the proposal exceeds the County's requirements:

None.

Respondent #5 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Interest in Co-Manager position only. Lacks significant experience to play a major role in bond issue process.

>> Response #6 - FIFTH THIRD SECURITIES:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #6 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

None as a firm. Individuals of the firm have some experience with local credits including water and sewer, tax and UCF med school.

Respondent #6 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Only operating in the requested capacity as a firm for less than a year.

>> Response #7 - GARDNYR MICHAEL CAPITAL, INC.:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #7 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

None.

Respondent #7 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Intrested in Co-Manager position only. Experience in small transactions, Capitalization capabilities seem limited.

>> Response #8 - J.P. MORGAN SECURITIES, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #8 - Strengths: Those areas in which the proposal exceeds the County's requirements.

Has performed on some sizable issues. Stressed secondary market support for County issues. No Florida TIF issues detailed.

Respondent #8 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
No Florida TIF issues detailed. Firm has some history of issues related to criminal activities taking place with the public finance group.

>> Response #9 - MORGAN KEEGAN & CO.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #9 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

None.

Respondent #9 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Assigned personnel located in Tennessee.

>> Response #10 - RAYMOND JAMES & ASSOCIATES:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #10 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Meets all requirements.

Respondent #10 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No weakness in the ability to perform at the requested level.

>> Response #11 - RBC CAPITAL MARKETS:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #11 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Hough, the predecessor firm to RBC has provided I/B services to the County in the area of Solid Waste refunding in 1993. RBC/Hough stresses importance of good secondary market support.

Respondent #11 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
History presented of the firm pertains to acquired capabilities of WR Hough. More detail would have been helpful in this regard for those of limited knowledge of County issues.

>> Response #12 - SUNTRUST CAPITAL MARKETS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #12 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

None.

Respondent #12 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
Slight experience on the type of bond issues requested by the County as well as material Sr. experience.

>> Response #13 - UBS SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #13 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Meets all requirements.

Respondent #13 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.
No weakness in the ability to perform at the requested level.

Created at 8/22/2007 4:32 PM by Briggs, Bob

Last modified at 9/5/2007 11:19 AM by Briggs, Bob

Evaluations

RFI-600187-07/TLR - Investment Banking Services

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

Yes

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

Yes

>>Response #1: A.G. EDWARDS & SONS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Strong retail marketing capability, very likely also good at institutional sales. Long established firm and well capitalized. Significant experience in TIF financing albeit for deals outside of Florida. Public finance office in Florida.

Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Many parts of the response are nominal in nature. For example, no significant discussion of litigation or licensing matters that may affect services to the County. Instead, we are given a glib response that it is public information and to go look it up on our own. Learned in meeting on 8/16 that Edwards is being bought out by Wachovia which was pending at the time the proposal was submitted. This material event was not disclosed and is troubling.

>>Response #2: BANC OF AMERICA SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements:

Very strong track record in all areas of public finance specified in the RFP. Third ranked nationally in Sales Tax bonds according to par value of issues. 1 Florida TIF/assessment financings totaling \$1.36 BB. Over \$4 BB experience in P3 deals. Significant track record with recent Seminole County offerings. Florida public finance offices, good resumes of assigned personnel.

Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract

Underwriting and trading personnel are scattered around the nation, no Florida presence. Retail sales has been spun off to sister subsidiary - may lead to a little disconnect in this aspect of the marketing strategy. Reports of past pressure on County officials to consider derivatives financing which were of

marginal or no value to the County.

>>Response #3: CITYGROUP GLOBAL MARKETS, INC.:

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Past experience with Seminole County, most importantly having acted a senior manager for Seminole County's 2005 Series A and B Sales Tax Bonds. County personnel involved with their past underwriting expressed high satisfaction with the services rendered. Superior capitalization. Interesting description of a fully integrated underwriting operation with both institutional and retail under unified command structure. Reasonably good experience in TIF and CR deals. Florida and local public finance presence better assures availability.

Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Substantial amounts of past regulatory proceedings and civil litigation with huge settlements, one being more than \$2 billion. This may be function of the size of the CITI organization but is indicative of supervisory/ oversight problems.

>>Response #4: ESTRADA HINOJOSA INVESTMENT BANKERS:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

A Texas based W/MBE firm with a limited South Florida public finance presence. Firm does have a track record of being a co-manager on some Central Florida deals, having been co-manager for relatively recent offerings by the GOAA, OUC and even Alachua County. Firm served as Co-Senior manager for one CRA deal - \$77.175 MM (2006) for W. Palm Beach.

Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No experience in marketing Florida Sales Tax issues although they have underwritten \$427.725 MM of such bonds for non-Florida public entities. Firm seems less likely to be effective in the Florida retail market. Very modest capitalization, though adequate, compared to the competitors. No real record of being able to aggressively sell underwriting allotments.

>> Response #5 - FIDELITY INVESTMENTS:

0 - Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #5 - Strengths: Those areas in which the proposal exceeds the County's requirements:

A well known source of retail financial services which would likely have good retail placement (and probably some institutional) capability. Firm could serve in a co-manager capacity or as a reliable selling group member.

Respondent #5 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

No public finance presence whatsoever. Very few specifics in terms of answering the questions posed in the RFP. Response seeks only a co-manager role indicative of inability to play a meaningful role in structuring the offerings. Proposal admits the firm is not an investment banking entity.

>> Response #6 - FIFTH THIRD SECURITIES:

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #6 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Staffed with a local public finance principal of solid experience and reputation, locally domiciled. Well described marketing strategies and procedures. Though Florida public finance office is operational less than a year, they have achieved a significant market penetration in Florida Sales Tax issues. Firm currently has two sales tax issues underway with Osceola County for \$135 MM and has completed another for \$75MM.

Respondent #6 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Quite literally, the firm is the new kid on the block, only starting up in September, 2006; longevity and staying power are not yet established. Firm itself has no significant history of marketing Florida Water and Sewer issues, P3 deals or TIF/CRA financings. Other than above, all other experience is outside the state. Accordingly, the firm may not have market penetration with Florida credits.

>> Response #7 - GARDNYR MICHAEL CAPITAL, INC.:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #7 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Locally domiciled firm comprised of two former principals of Southeastern Municipal Bonds. Some experience with local issues including CRA deals and limited tax G.O. bonds for the cities of St. Cloud and Maitland. Local presence and better availability of key personnel on short notice. \$44.8 MM of excess net capital which is significant for a small, local firm.

Respondent #7 - Weaknesses: Those areas where proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract

Very modest operation of unknown marketing capability. Limited experience in the types of financings envisioned in the RFP. Firm seeks co-manager solely in obvious recognition of its very limited capabilities.

>> Response #8 - J.P. MORGAN SECURITIES, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #8 - Strengths: Those areas in which the proposal exceeds the County's requirements.

Local public finance presence better assures availability. Good resumes of the assigned public finance personnel. Firm boasts of its Infrastructure Advisory Group specifically designed to address creative P3 and CRA deals, however, no significant details are provided. Well described marketing strategy - mix of senior and co-managers, and monitoring of manager performance. Significant, recent utility bond experience - \$762.5 MM for JEA and Pasco County. Although no listed Florida TIF deals, the out-of-state issues described were able to achieve solid ratings and market acceptance as a result.

Respondent #8 - Weaknesses: Those areas where proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract

Limited Florida underwriting experience in terms of client base and number of listed issues. Market reach is mostly directed to institutional investors with limited focus on retail sector, expressly limited to only high-end customers who will buy significant blocks of bonds - this may limit availability of bonds to local buyers. Disclosure of criminal activities by certain of firm's public finance personnel in Pennsylvania.

>> Response #9 - MORGAN KEEGAN & CO.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #9 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

This firm is a branch of Regions Bank. Firm describes a solid track record of innovative refunding techniques such as forward delivery deal, although none are Florida offerings. Good institutional market penetration.

Respondent #9 - Weaknesses: Those areas where proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract

Assigned personnel are all in Tennessee which may limit availability. No proven track record at selling Florida offerings. Weakness in retail sector is evidenced by the proposal's unusual suggestion to include firms "such as Raymond James" to make up for this problem. Inexplicable omission of mentioning firm's Gainesville, Florida public finance office which would be the logical point of contact to handle County business.

>> Response #10 - RAYMOND JAMES & ASSOCIATES:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #10 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Firm has proven track record of significant retail (especially in Florida) as well as institutional sales capability. Firm can definitely handle either a senior or co-manager position. Although still referred to a regional firm, RJ can also be viewed as a national firm with its headquarters in Florida. Firm has acted as senior mgr. on 3 recent sales tax issues totaling \$56 MM. Also experienced as senior mgr. on 11 water and sewer deals, one Tourist Tax deal. Interesting discussion about the resurgence of the retail market in comparison to others who are down playing it.

Respondent #10 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

There may be some resistance by "Wall Street" firms to put a "regional" firm in a senior or co-senior slot even though in this instance, RJ could clearly handle the assignment. Biggest criticism of the proposal was its direction to the reader to look up SEC web page for discussions on litigation matters; this should be seen as non-responsive and perhaps a sign of laziness, sort of like AG Edwards glib response.

>> Response #11 - RBC CAPITAL MARKETS:

0 – Unsatisfactory: Proposal does not comply substantially with the requirements

Respondent #11 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

A well positioned firm with experienced Florida based public finance personnel with a track record of dealing with Seminole County offerings. Significant TIF and TIF/CRA financing experience.

Respondent #11 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Proposal makes material misrepresentations of facts about its underwriting history. RBC has NOT been the largest underwriter of Florida bonds since 1962 and active in Florida since 1962. Moreover, some of the deals listed were not all RBC ventures but many were handled by William R. Hough & Co. before the firm was bought out by RBC; rather the deals were or may have been handled by persons now employed by RBC. There seems little need to blatantly slant a proposal where there is already a track record of performance with the County. There is nothing wrong about persons taking credit for deals they handled with a previous firm; it is quite another to attempt to mislead the reader.

>> Response #12 - SUNTRUST CAPITAL MARKETS, INC.:

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

Respondent #12 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

Orlando based public finance team. Sufficient net capital to underwrite up to \$1 BB of bonds. Best discussion of any proposal as to the mechanics of forward delivery, swap, swaption and conditional call advance refunding alternatives. Displays a willingness to be open with clients and not to play smoke and mirrors with the County.

Respondent #12 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Seemingly weak underwriting history in the types of deals called for in the RFP. No listed utility deals and only modest sales tax financing experience (2 deals with aggregated par value of \$19,340 MM). Given SunTrust's longevity in the Florida public finance arena, this seems hard to explain and calls into question the ability to effectively market a large offering.

>> Response #13 - UBS SECURITIES LLC:

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

Respondent #13 - Strengths: Those areas in which the proposal exceeds the County's requirements.:

A subsidiary of a Swiss based multi-national giant in the financial services industry. No doubt an institutional marketing powerhouse. Access to a locally based public finance professional, Phil Brown with a history of solid, successful experience. Sales tax experience in Fla consists of 2 senior managed de-

totaling \$150 MM in combination with 12 out of state deals aggregating \$13 BB. Ranked # 2 nationally in utility deals an 3rd in solid waste issues, though not as much activity in Florida per se. Some Florida deals are the work product of Dominique Picollo while working recently for another firm who has solid experience in Orange County Tourist Development Tax financing. Firm has demonstrated willingness to take down bonds in tough market. \$2.8 BB of excess net capital.

Respondent #13 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract. Florida public finance operation has undergone a recent wholesale shakeout with assigned personnel being only very recent additions except for Phil Brock who has been there for a while. Turnover may indicate lack of stability in assigned personnel or in willingness to stay in Florida market.

Created at 8/16/2007 12:44 PM by Schneider, Arnold

Last modified at 8/16/2007 12:44 PM by Schneider, Arnold

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Task Force on Aging Final Report

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: David Medley

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Staff is seeking direction from the Board of County Commissioners regarding recommendations presented by the Task Force on Aging.

County-wide

Dr. David Medley, Laura Capp

BACKGROUND:

On September 12, 2006, the Board of County Commissioners approved a Resolution enacting the Communities for a Lifetime and authorized the Community Services Department to develop, organize and support an independent Task Force on Aging to create an inventory of services and opportunities for seniors and report findings to the BCC.

The Task Force was established in the late fall, 2006, and held its first meeting on January 18, 2007. Through a series of planning meetings, and focus groups within the community, the Task Force has completed its work and is pleased to present the attached "Final Report."

Summary of "Final Report"

Based on most recent population estimates (2005), the elder population (age 65+) has increased by 40%, and now represents approximately 10.4% of the total population. By the year 2020 seniors are projected to represent 15% of the population, and nearly 20% by the year 2030. Among additional conclusions are the following:

1. 6.8% of seniors live below the federal poverty level;
2. Diabetes was the most frequently reported chronic disease;
3. Over 6,000 Seminole County residents are estimated to have probable Alzheimer's disease;
4. 93% believe their neighborhoods are safe;
5. 20% of residents 60 or older live alone;
6. 20% of registered voters are over 60 years of age;
7. 15% of adults age 65 and over were in the labor force.

The Final Report includes 21 recommendations in the following areas:

1. Administration and Operational Recommendations;

2. Public Information and Awareness;
3. Demographics and Basic Needs;
4. Health and Safety;
5. Home and Neighborhood;
6. Transportation;
7. Social and Community Involvement.

Specific recommendations include the establishment of a Commission on Aging as a standing advisory committee of the Board of County Commissioners, and authorization of staff support for this Commission.

STAFF RECOMMENDATION:

Staff is seeking direction from the Board of County Commissioners regarding recommendations presented by the Task Force on Aging.

ATTACHMENTS:

1. Resolution
2. Report

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

**A RESOLUTION OF SEMINOLE COUNTY, FLORIDA,
DECLARING ITS SUPPORT FOR THE STATE OF FLORIDA
DEPARTMENT OF ELDER AFFAIRS' *COMMUNITIES FOR A
LIFETIME* INITIATIVE AND ESTABLISHING A COUNTY-WIDE
TASK FORCE ON AGING**

WHEREAS, the Board of County Commissioners of Seminole County, Florida supports the State of Florida Department of Elder Affairs' *Communities for a Lifetime* initiative to make Florida a friendlier place to live for people of all ages so that people may be independent as long as possible and remain in their homes and the communities they love; and

WHEREAS, the State of Florida has the highest percentage of elders of any state in the nation and growth projections reveal that Florida's elder population will continue to increase, reaching numbers without precedent in the first part of the 21st Century; and

WHEREAS, to allow all residents to maintain their dignity, security and independence, communities must evaluate, assess and modify local infrastructure to become a *Community for a Lifetime*; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida and the State of Florida Department of Elder Affairs share a vision and responsibility to improve the life of all citizens by enabling preparation for and enjoyment of aging in place throughout the citizens' lives; and

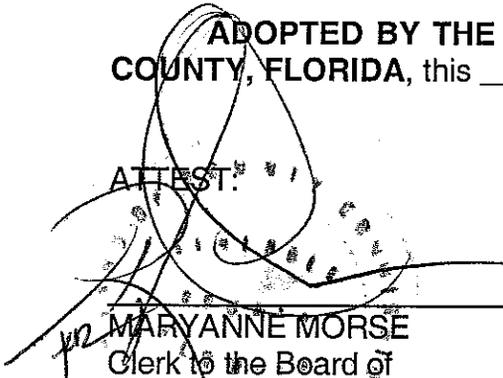
WHEREAS, to achieve our mutual goals, cities and counties should begin to build together a place free of physical, emotional, and social barriers; and

WHEREAS, to accomplish the aforesated goals, Seminole County, Florida intends to establish, organize and support an independent Task Force on Aging as identified in the Attachment incorporated herein, to create an inventory of services and opportunities available to our elder population and subsequently report such findings to the Board of County Commissioners of Seminole County, Florida,

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, will make every effort to first evaluate and later remove all barriers to become *Community for a Lifetime* and in pursuit thereof hereby establishes a Task Force on Aging.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, this 12th day of September, 2006.

ATTEST:



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

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By



CARLTON D. HENLEY, Chairman

Date: September 14, 2006

SED/sb
08/21/06

Attachment:
"Communities for a Lifetime"

P:\USERS\SDIETRICH\RESOLUTIONS\RESOLUTION DEPT OF ELDER AFFAIRS COMMUNITIES FOR A LIFETIME.DOC

COMMUNITIES OF A LIFETIME TASK FORCE COMPOSITION

The Communities of a Lifetime Taskforce would be comprised of representatives from (but not necessarily limited to) the following agencies, organizations and community representatives.

- Health Care interest (examples)
 - Local Hospitals
 - East Central Florida Health Planning Council
 - Health Department
- Representatives of the housing industry
- Local Area Agency on Aging
- Local Law Enforcement
- State Attorney's Office
- Local Senior Initiatives (examples)
 - Seminole Volunteers
 - Visiting Nurses
 - Meals on Wheels
 - Community Services Network (2-1-1)
- Local Planning and Development Staff
 - County
 - Municipalities
- Faith Based Organizations
- Community Services Staff



GETTING STARTED

WELCOME

Congratulations on your commitment to creating a *Community for a Lifetime*. Your community leaders are to be commended for the desire and ambition to benefit all residents by assessing the need for improvements in areas such as housing, transportation, healthcare, recreation, education and accessibility. As you begin this project, keep in mind that it is a continuous process of self-assessment and improvement to help the community achieve the following goals:

- To create an inventory of services and opportunities that encourages independence and quality of life for older adults in your community. This inventory can be used to market the community to current residents as well as potential newcomers.
- To initiate partnerships with a wide variety of sectors in the community (government, business, not-for-profit and education) in order to promote the development of senior friendly community amenities.

IDENTIFYING TEAM MEMBERS

Now that the leaders in your community have committed to this initiative, the next important step is to form a committee to begin inventorying existing services and opportunities and identifying needed elements in your community to create a “livable” community – a community that recognizes the diverse needs of the residents and the unique contributions older individuals make to the community.

As the formulation of the committee begins, it is important to remember that strategic alliances and collaboration from all sectors of the community is crucial. Individuals to be considered for project leadership may include individuals from the following groups of local government and aging network professionals or partners:

- City and/or county employees;
- Local citizens/senior volunteer organizations;
- Area Agencies on Aging;
- Health care organizations and the medical community;
- Senior centers; and
- Faith-based organizations.

This group of people can help identify other team members and leaders.

For more information, contact the Florida Department of Elder Affairs
4040 Esplanade Way — Tallahassee, Florida, 32399-7000
Phone 850.414.2000 — Fax 850.414.2004 — TDD 850.414.2001
<http://elderaffairs.state.fl.us>

Visit *Communities for a Lifetime* on the Web at <http://www.communitiesforalifetime.org>.
E-mail: communities@elderaffairs.org

BK 339PG 2176

SEVEN AREAS OF DISCOVERY

This section includes the seven Areas of Discovery that area identified by the *Communities for a Lifetime* initiative. Each Area of Discovery includes a list of individuals and organizations that may serve as potential committee members or as helpful partners or stakeholders in this very important collaborative effort. A list of questions has also been provided to assist the committee in beginning the assessment process.

The seven Areas of Discovery will help to guide you into a more in-depth review of your community in terms of what opportunities already exist in the community to allow seniors to remain independent, and what areas are in need of improvement. For more detailed information pertaining to the seven Areas of Discovery, please visit the Web site at <http://www.communitiesforalifetime.org>.

Physical Spaces

Suggested Partners/Stakeholders

- City and Regional Planners
- Growth Management
- Public Works
- Chamber of Commerce
- Community Leadership Programs
- Economic Development Council
- Apartment Complex Representative
- Assisted Living Facilities
- Board of Realtors Representative
- Builders Association
- City and County Housing
- Housing Authority and/or Foundation
- Major Development Representative

Questions

1. To what extent are architects and developers aware of the benefits of universal design?
2. What organizations provide home modification services?
3. What senior friendly housing options are available within your community? Be sure to include all naturally occurring retirement communities (NORCs) apartment complexes, independent living communities, assisted living facilities, adult family care homes, continuing care retirement communities and nursing homes.
4. What means are available for securing appropriate living arrangements after a person can no longer access needed goods and services, prepare meals, or do household chores?
5. In what ways do tax structures and zoning laws accommodate the needs of senior homeowners and caregivers of frail elders?
6. What discounts are available to seniors for utilities?
7. What supermarkets and pharmacies offer delivery services?
8. What businesses provide adequate parking for seniors?

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Transportation

Suggested Partners/Stakeholders

- AARP-55 Alive Program
- Airport Manager
- Local Transportation Providers
- Neighborhood Associations
- Public Mass Transit Providers
- Safety Resource Center

Questions

1. What alternative transportation options are available? Provide contact information, hours of operation, routes, service areas, eligibility requirements and costs.
2. What public transportation is available?
3. What routes, service areas and costs are available? How much time is needed for travel?
4. Where can a person receive printed schedules of routes?
5. What are the senior friendly features of private transportation providers?
6. What neighborhoods are within walking distance of appropriate businesses and services?
7. What measures do out-of-town travel centers take to assure accessibility to older residents?
8. What programs are available to assist older adults with assessing their own driving abilities?
9. How can older adults access the services of a mobility counselor?

Discussion Notes

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Land Use

Suggested Partners/Stakeholders

- City and Regional Planners
- Growth Management
- Public Works
- Planning Department
- Geographic Information Systems (GIS)
- Apartment Complex Representative
- Assisted Living Facilities
- Board of Realtors Representative
- Builders Association
- City and County Housing
- Housing Authority and/or Foundation
- Major Development Representative

Questions

1. What areas of the community are NORCs, or naturally occurring retirement communities?
2. What is the awareness level of the regional planning commission about the needs of older adults?
3. In what ways do regional planners take into consideration people with varied needs?
4. What parks, trails, waterways, and greenways are available for recreational use? To what extent are they accessible? What senior friendly features are offered?
5. What residential areas of the community have pedestrian access to shopping areas?
6. What accommodations are included in zoning restrictions for senior housing, including caregiver suites?
7. In what ways are the needs of older adults considered for the design of parking lots, buildings and landscaping?

Discussion Notes

Community Development

Suggested Partners/Stakeholders

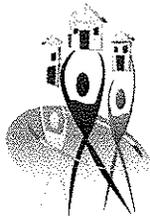
- Alzheimer's Program/Centers
- American Red Cross
- Animal Services
- County Sheriff's Office
- Emergency Alert Response Systems
- Fire Department
- Injury Prevention Programs
- Police Department
- Victims Assistance Programs
- Public Information Officers
- Local Media
- Chamber of Commerce
- Community Leadership Programs
- Economic Development Council
- Specific Businesses

Questions

1. What agencies distribute Emergency Alert Response Systems at what costs for installation and maintenance?
2. Which businesses are sensitive to the needs and preferences of senior consumers?
3. What employment opportunities are available for older adults who choose to work?
4. Which employers are sensitive to the needs of caregivers?
5. What opportunities are available for meaningful volunteer contributions?
6. What transportation is available for working/volunteering seniors?
7. Many law enforcement and fire departments provide safety seminars and inspections for seniors, as well as distribute and install smoke detectors. How can these be accessed?

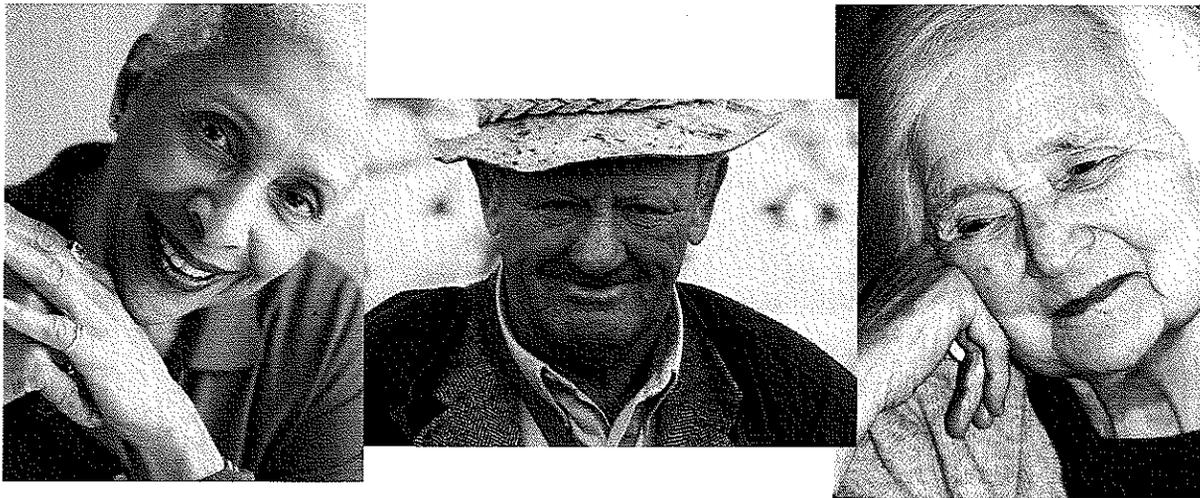
Discussion Notes

2007 Seminole County



COMMUNITIES FOR A LIFETIME

Final Report



Report prepared by:

The Senior Resource Alliance
with assistance from the Health Council of East Central Florida



Executive Summary

The proverbial “light at the end of the tunnel” may be, as the old saying goes, “an oncoming train.” Without action, this could be the future Seminole County is facing, as the “oncoming train” of baby boomers approaches retirement age. The demographics are a fact, but the County’s response now will shape its future. What’s needed is nothing less than a new view of aging that recognizes the opportunities, as well as the challenges, that lie ahead. The majority of Seminole County’s older adults are healthy, mobile, and financially stable. The County must find ways to harness seniors’ energy, talents, purchasing power, and influence, so that they choose to remain here and help shape a vibrant community.

At the same time, the County must step up its efforts to ensure a safety net for the relatively small number of frail, vulnerable elders who have few other options. This is a shared responsibility; state agencies, municipal governments, not-for-profit service organizations, the business community, and concerned citizens must come together to fashion a broad-based coalition of care. The County is uniquely positioned to convene this initiative by establishing a Commission on Aging and dedicating a committed resource to ensuring that the existing services and opportunities for seniors are fully utilized through better coordination and public information. When financial resources are stretched, as they are currently, true leadership, collaboration and creative problem solving become essential.

Based on six months of research and discussion, the Seminole County Task Force on Aging, created through the passage of the Communities for a Lifetime resolution, recommends several actions to the Board of County Commissioners. Every effort has been made to be sensitive to the funding challenges currently faced by Florida counties and cities, while at the same time recognizing the commitment the County made to its older residents when it adopted the Communities for a Lifetime resolution. Many of these recommendations are possible for little or no cost to the County. Other recommendations must be addressed by a broader coalition of partners with leadership from the County.

1. Establish a Commission on Aging as a standing advisory committee of the Board of County Commissioners.
2. Authorize staff support for the Commission on Aging to enable it to work effectively.

In addition to these Administrative and Operational recommendations, the Task Force has prepared recommendations in the areas of Public Awareness and Involvement, Basic Needs, Health and Safety, Home and Neighborhood, Transportation, and Social and Community Involvement.

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Introduction

On September 12, 2006 the Board of County Commissioners of Seminole County passed a resolution dedicating the county to “first evaluate and later remove all barriers to become a *Community for a Lifetime*.” The *Communities for a Lifetime* initiative of the State of Florida aims to make Florida a friendlier place to live for people of all ages, so that people may remain independent in their chosen communities for as long as possible. Concurrently, the Seminole County Commission established a Task Force on Aging “to create an inventory of services and opportunities available to our elder population.”

On January 18, 2007 the Task Force on Aging held its first meeting, coordinated by the county’s Department of Community Services. A cross-section of individuals who work with and advocate for senior citizens came together to plan for and carry out a community assessment, as recommended by the state Department of Elder Affairs.

Over the next six months, this group conducted research on best practices, administered surveys to seniors, and conducted a focus group with professionals in the aging and health fields. This report summarizes the results of their efforts and their recommendations to the Board for further action.

Acknowledgements

Communities for a Lifetime Task Force Members

- Laura Capp, Project Director, Senior Resource Alliance, Chairperson
- E. Douglas Beach, Secretary of Elder Affairs and former CEO, Senior Resource Alliance, Co-Chairperson
- Dotti Burkett, Elder Services Officer, Seminole County Sheriff's Office, Vice Chairperson
- Dennis Cahill, President and CEO, Central Florida Family Health Centers
- Linda Cavanaugh, Publisher, 50+ Survival Guide
- Sherry Fincher, Executive Director, Meals on Wheels, Etc.
- Paulee Stevens, Retired Director, Lake Mary Senior Center
- Karen van Caulil, Executive Director, Health Council of East Central Florida
- Walter Willis, Facilitator, Neighborhood Associates, Senior Links

Seminole County Department of Community Services

- David Medley, Director and Liaison to the Board of County Commissioners
- Pam Martin, Administrative Assistant

Focus Group Participants

- Doug Beach, Secretary, Florida Department of Elder Affairs
- Mary Lou Andrews, City of Oviedo Communities for a Lifetime
- Dr. Joe Bunn, Older Adults Workgroup, Winter Park Health Foundation
- Dotti Burkett, Seminole County Sheriff's Office
- Laura Capp, Task Force Chair and Focus Group Facilitator
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- Elaine Cauthen, Health Council of East Central Florida
- Therry Feroldi, Health Council of East Central Florida
- Sherry Fincher, Meals on Wheels, Etc.
- Paulette Geller, aging advocate
- Alison Issen, Hospice of the Comforter
- Amanda Johnson, UCF graduate
- Helen Jones, AARP
- Ashiq Kermalli, Chaplain, Orlando Regional Healthcare
- Cathy Lieblich, Senior Resource Alliance/Florida Pioneer Network
- Mark Litwhiler, Recreation and Parks, City of Oviedo
- Marsha Lorenz, Visiting Nurse Assn./Community Care for the Elderly
- David Medley, Staff Liaison to the Board of County Commissioners

- Joe Mohr, Attorney General's Office
- Paulee Stevens, retired, Lake Mary Senior Center
- Pegge Stickel, Founder, Community Care Teams
- Walt Willis, Neighborhood Associates

Health Research and Report Preparation

- Karen van Caulil, Executive Director, Health Council of East Central Florida
- Elaine Cauthen, Assistant Director, Health Council of East Central Florida
- Therry Feroldi, Senior Health Planner, Health Council of East Central Florida

Survey Collection and Tabulation

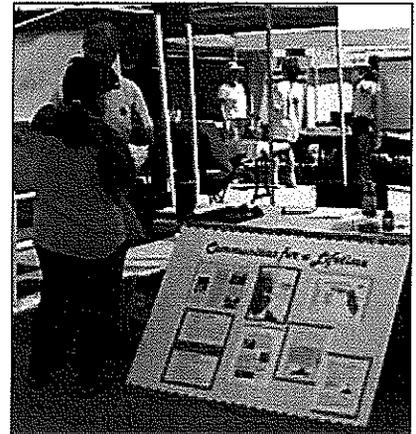
- Amanda Johnson, Graduate, University of Central Florida
- Susie Coffman, Winter Springs Senior Center
- Kathy Macchia, Casselberry Senior Center
- Meals on Wheels, Etc. Volunteers

Vision Statement

What is a “community for a lifetime”? The Florida Department of Elder Affairs defines it as a Florida community that is “a great place for seniors to live, providing all residents the opportunity to achieve their full potential and contribute to the betterment of their communities.” AARP promotes a similar concept, called “livable communities,” that shares many of the same qualities, including: “affordable and appropriate housing, supportive community features and services, and adequate mobility options, which together facilitate personal independence and the engagement of residents in civic and social life.” After reviewing these and other definitions, the Seminole County Task Force on Aging adopted its own vision that is outlined below.

Seminole County Task Force on Aging Vision

A community for a lifetime is a safe, friendly place where the generations mix and neighbors care for neighbors. Seniors are able to live the best life possible for them by having reasonable access to the people, resources and services that can meet their needs. In a community for a lifetime, there is access to transportation, decent housing, health care, and work opportunities, as well as social, cultural, educational, recreational, and civic activities for people of all ages.

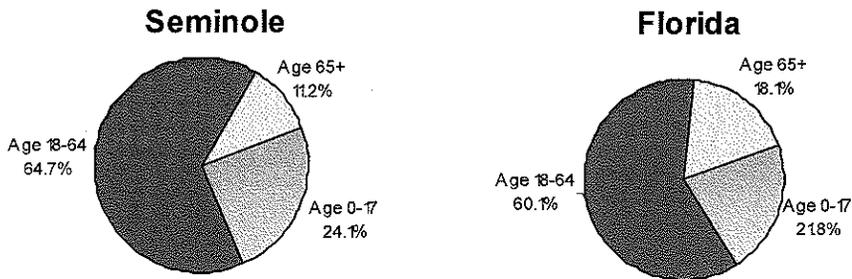


Community Assessment: Elder Profile

The community assessment conducted by the Task Force on Aging consists of two parts: a profile of elders in Seminole County and a profile of the services and opportunities the county (and its municipalities) provide for older residents. This section of the report will outline some of the key findings of the Task Force’s research and is arranged in the discovery areas identified by the Florida Department of Elder Affairs

Demographics

The most recent population estimates from the 2005 American Community Survey conducted by U.S Census Bureau report Seminole County’s population at 398,013 persons. From 2000 to 2005, Seminole County experienced a population increase of 9 percent. The charts below show the population distribution by age group for Seminole County and Florida.



Seminole County’s population is younger than the State, as reflected in the lower percentage of persons age 65 years/over and the higher percentage of persons age 0-17 years.

Senior Population

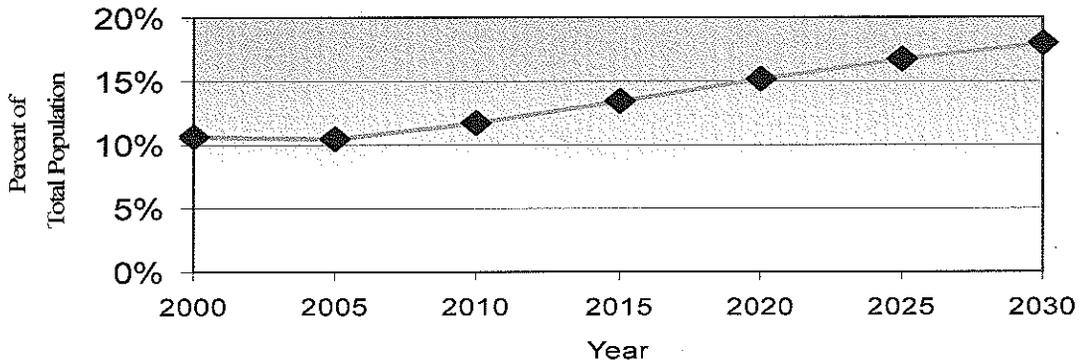
	1990		2000		2005	
	Number	Percent	Number	Percent	Number	Percent
Age 65+	29,700	8.7%	38,853	10.6%	41,584	10.4%

U.S. Census Bureau

U.S. Census data reported the senior population in Seminole increased 38% from 1990 to 2000. Population estimates for 2005 showed seniors representing a slightly smaller percentage of the population.

Future population projections from the Bureau of Economics & Business Research show the senior population remaining stable until 2011 when it will experience a slight increase. As the baby boomer generation enters retirement, the number of person's age 65 years and older will increase substantially.

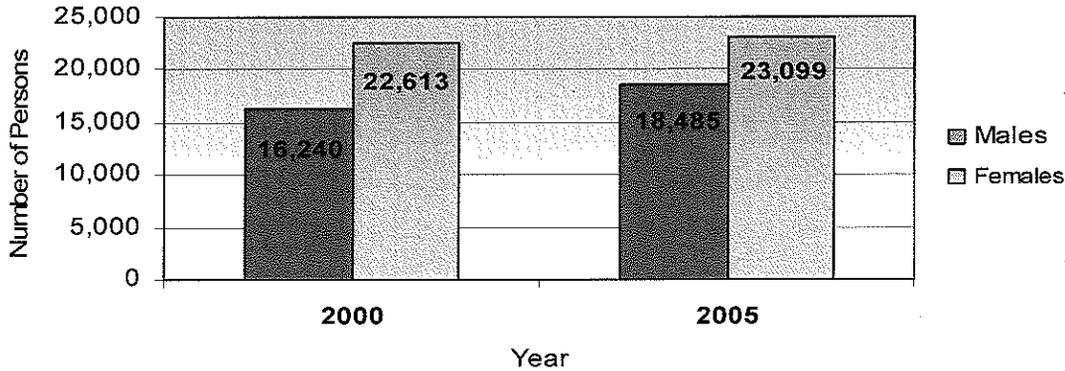
Population Projections
Persons 65 Years and Older



Gender

Women have traditionally represented a larger portion of the senior population than their male counterparts. The table below shows the gender distribution of senior men and women for 2000 and 2005 in Seminole County.

Seminole County Population 65 years and Older
U.S. Census Bureau



Race

The racial and ethnic distribution of older adults differs from that of the general population. The table below depicts the percentage of the population by race for the total and senior populations in Seminole County.

Seminole County Population by Race

Race	1990		2000		2005	
	Total Population	Senior Population	Total Population	Senior Population	Total Population	Senior Population
Asian	1.7%	0.6%	2.5%	1.4%	3.4%	1.5%
Black	8.5%	7.5%	9.5%	7.2%	9.5%	7.5%
White	88.2%	91.3%	82.4%	90.1%	80.2%	87.7%
Other	1.4%	0.5%	3.1%	1.1%	6.3%	1.4%

US Census Bureau

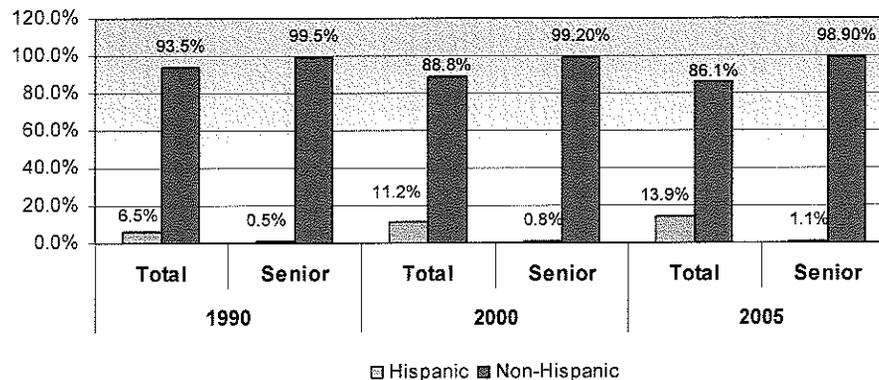
It is interesting to note that the percentage of the White population increased with age and the percentage of other racial groups decreased with age. This table above also shows a shift in the racial composition that has occurred over the past fifteen years.

Ethnicity

The graph below illustrates the increase of the Hispanic population from 1990 to 2005 in Seminole County. The Hispanic population is much younger than the non-Hispanic population. As reported by the 2005 American Community Survey, the median age for a non-Hispanic male living in Seminole County is 40.4 years of age versus 29.4 years of age for an Hispanic male. Hispanic females are slightly older, with a median age of 33.4 years. Non-Hispanic females have the oldest median age at 41.8 years.

Seminole County Population by Ethnicity

Total Population versus Senior Population



Marital Status

- 55.1% of adults age 65 years and older are married
- 2.9% of seniors are either separated or have some other living arrangement
- 2.5% have never been married
- 32.6% are widowed
- 9% are divorced

Basic Needs

Financial status is a significant indicator of access to, and utilization of, healthcare services and fulfillment of other basic needs. Seminole County has a higher per capita and median household income than other counties in the District VII (Brevard, Orange and Osceola) and the State.

Poverty

Despite the county's high standard of living, data from the 2006 Seminole County Profile show that 6.8 percent of Seminole County residents age 65+, more than 4,400 individuals, live below the federal poverty level.* Of the nearly 7,000 county residents 60+ who are eligible for food stamps, only about 23.5 per cent participate in the program.

6.8%
Percent of older adults in Seminole living below the poverty level (4,426 persons).

As of June 2007 some 550 low-income seniors, who have requested social services and been assessed, are awaiting services due to a lack of state and federal funding. The chart below shows the number of low-income seniors receiving services through each of the programs listed. Some individuals may be eligible for more than one program.

Federal or state program – June 2007	Seniors receiving services
Older Americans Act (home-delivered meals, homemaker services, transportation assistance, etc.)	1,722
Community Care for the Elderly	594
Home Care for the Elderly (caregivers)	72
Alzheimer's Disease Initiative	222

*2007 poverty level guidelines define poverty level as an annual income of less than \$10,210 per individual or \$13,690 per couple.

Health

The following health data were gleaned from the 2004 Community Health Assessment. In an effort to understand the healthcare issues affecting the residents of Seminole County, Florida, a community health telephone survey was conducted in late summer of that year. Respondents, aged 18 and older, were randomly selected. A total of 700 interviews were conducted for this survey. Of these, 108 respondents (15.4%) were age 65 or older. The survey contained 146 questions and took 20-25 minutes to complete. The survey incorporated "Healthy People 2010" measures and health information gleaned from the Health Council of East Central Florida, Inc. and other county-based planning groups. This methodology retains strong benchmarking potential.

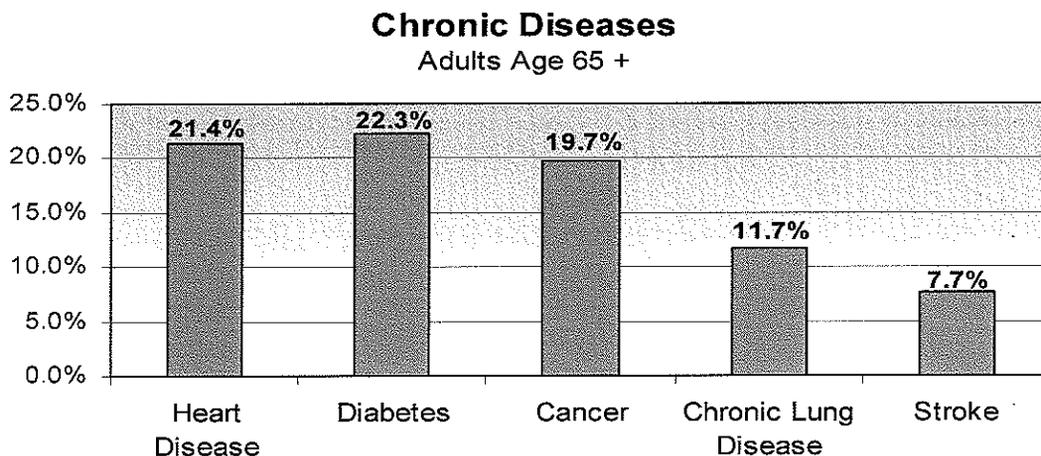
Mental Health

Of the senior respondents surveyed, 6.9% reported that they had been diagnosed by a physician with depression. This is slightly lower than the 7.7% of Seminole County respondents who reported suffering from depression. The survey revealed that of those diagnosed with depression, 22% sought professional help.

Physical Health

Almost 80% percent of respondents age 65 years and older reported that their general health was excellent, very good or good. Of the remaining twenty percent, 11.2% reported fair health and 9.6% reported that their health was poor.

Chronic Diseases



Diabetes was the most frequently reported chronic disease of seniors living in Seminole County. All respondents reported that they were doing something to control their diabetes (taking medication, changing diet and/or exercising). However, 64.6% of senior diabetic respondents reported that they needed help managing the disease. Diabetes

was closely followed by heart disease (21.4%) and cancer at 19.7 percent. Almost twelve percent of adults age 65 and over reported a diagnosis of chronic lung disease and 7.7% reported that they had suffered from a stroke. Many older adults are also afflicted with various other chronic ailments. Arthritis has affected 45.2% of senior's living in Seminole. Osteoporosis and chronic back pain account for 23% and 20.6%, respectively. Almost 19% of respondents reported hearing problems and 12.2% said they experienced problems with vision.

Human Immunodeficiency Virus (HIV)

Florida Department of Health, Bureau of HIV, reported in 2006, that 3.1% of adult's age 60 years and older tested HIV positive. When surveyed in 2004, the sample size of older adults having been tested for HIV was too small to yield significant results. HIV is a growing concern in the older population as their knowledge of the virus and its transmission is far less than younger generations.

3.1%
**Percent of Seminole
adults age 60+ who
tested HIV positive**

Additionally, with the advent of new medication for sexual dysfunction coupled with a longer and healthier life span, seniors are more sexually active and outreach prevention should focus on this population group.

Oral Health

Many older adults (60.5%) in Seminole County have been to the dentist in the past six months for some procedure. A total of 71% have seen a dentist within the past twelve months. Regrettably, 13.3% have not seen a dentist for the past five or more years.

Emergency room utilization

Over 13% of seniors accessed the emergency room at least once during the past twelve months. The majority of respondents reported the ER visit was for something that could not be treated in a doctor's office.

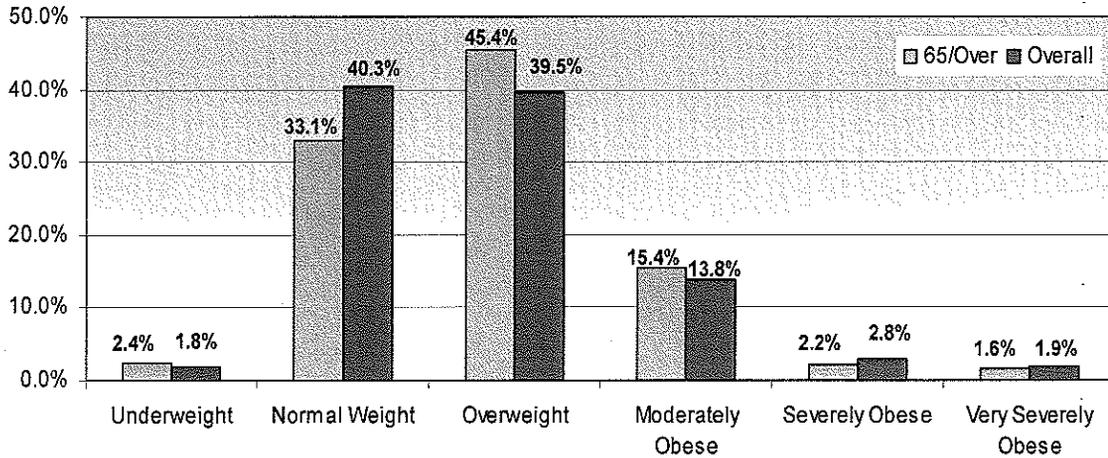
Immunizations

The best way to prevent the flu or lessen its effects is to get a flu shot. According to the 2004 Community Health Assessment, 37.9% of seniors living in Seminole County did not get a flu shot within the past twelve months. Only 64.5% reported that they had ever had the pneumonia vaccine.

Modifiable Risk Factors

Although genetics play a critical role in disease diagnosis, factors such as controlling weight, eating a healthy diet, exercising, and practicing good health behaviors can help delay onset and minimize complications from some common illnesses.

Weight Status



The National Institute of Health uses the Body Mass Index (BMI) as a measure of body fat based on height and weight that applies for both men and woman. A BMI range of 18.5-24.9 is defined as normal weight. A BMI above 25 is considered overweight and obesity is a BMI of 30 or greater. The chart above shows the weight status of seniors compared to that of the general population. Only 1/3 of the older adults in Seminole are at normal weight. Just over 60% of seniors are either overweight or moderately obese. Only 48.6% of seniors reported eating five or more serving of fruits and/or vegetables daily. Slightly more than one third of older adults ate three or more servings of vegetables and 65.2% ate two or more servings of fruit in an average day. This is somewhat higher than the percentage reported by the general population, of which 34.9% reported eating five or more servings of fruits/vegetables in a single day.

Participating in moderate or vigorous activities has health benefits as well. Over 33% of seniors reported that they get vigorous exercise for twenty minutes or more, three days per week. Only 14.4% of older adults partake in moderate exercise for thirty minutes a day, five days per week.

**Just over 60%
Percent of Seminole
County seniors who
are either overweight
or moderately obese.**

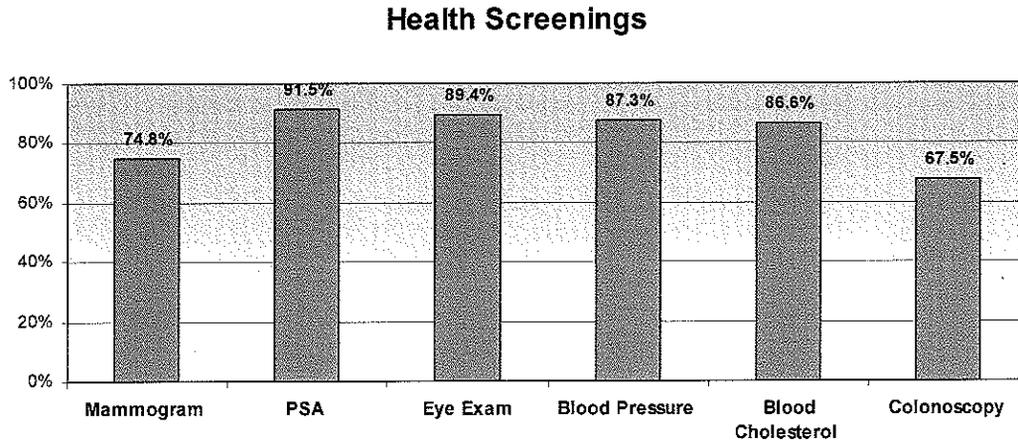
The negative effects of smoking and abusing alcohol are well known. Less than 8% of Seminole seniors reported smoking regularly. Chronic drinkers are defined as those who have had sixty or more drinks of alcohol in the past month. In Seminole, 7.3% of seniors classified themselves as chronic drinkers.

Alzheimer's Disease

The 2006 County Profile estimates over 6,000 individuals with probable Alzheimer's Disease reside in Seminole County.

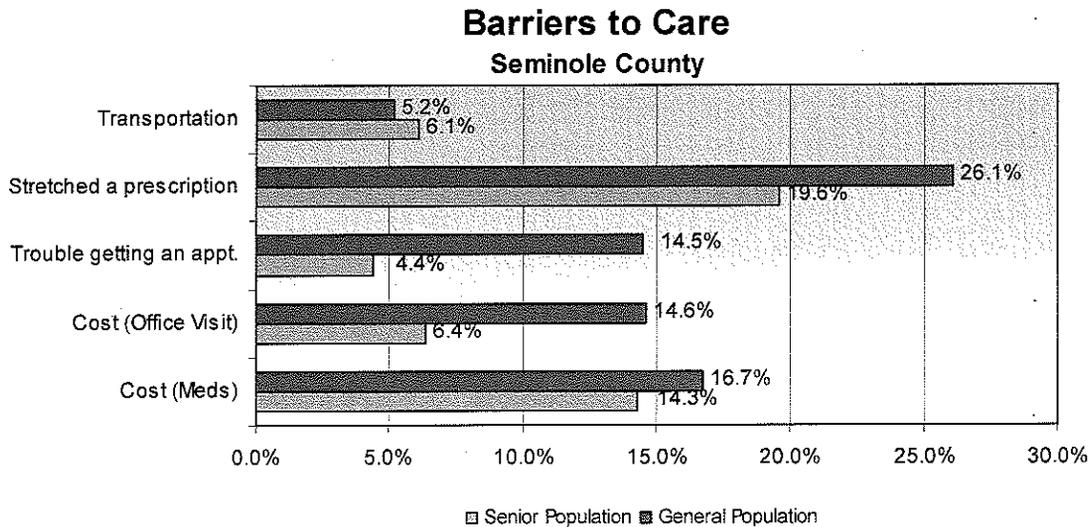
Health Screenings

Many older adults are getting regular health screenings, as seen from the results of the Community Health Survey, conducted in 2004 in Seminole County. Ideally, more seniors should be receiving regular sigmoidoscopy/colonoscopy screenings.



Access to Health Care

The 2004 Community Health Survey revealed that 6.5% of persons age 65 and older did not have Medicare coverage. Some 19.6% of seniors reported stretching a prescription. The graph below depicts the survey results of all the barriers to care encountered by senior adults living in Seminole County.



SHINE (Serving Health Insurance Needs of Elders), a service of the Department of Elder Affairs, trains volunteers to provide objective health insurance counseling to seniors. In 2006 SHINE volunteers responded to 595 requests for assistance from Seminole County residents.

Safety

Accurate information about crimes against seniors is not easy to obtain or verify, since privacy laws generally protect information about incidents of abuse or violence. The 2004 Community Health Survey, conducted by the Health Council of East Central Florida, found that one hundred percent of senior respondents reported that they have not been victims of a violent or domestic crime within the past five years. However, the Department of Children and Families Abuse Hotline recorded 426 calls of suspected abuse, neglect or exploitation of older adults in Seminole County between June 1, 2006 and June 1, 2007. In the same time period, the Seminole County Sheriff's Office reported 59 crimes against persons over 60 in unincorporated Seminole County.

In the Communities for a Lifetime (CFAL) Senior Questionnaire completed by some 300 Seminole seniors in 2007, nearly 93 percent of those polled believe their neighborhoods are safe, with only four percent answering they did not feel safe in their neighborhoods. When asked if they feel they can rely on local law enforcement, fire department and paramedics to assist them when needed, 96 percent responded positively, while only 3 percent answered negatively.

426
Number of calls in one year to the Abuse Hotline reporting suspected abuse, neglect, or exploitation of elders in Seminole County

Home and Neighborhood

One out of every five residents of Seminole County age 60 and older, nearly 14,000 in all, live alone. As individuals age, living alone can lead to isolation and put frail elders, without a live-in caregiver, at greater risk. Additionally, over 2,300 older residents live in rural areas, where access to basic services may be more difficult to access. In the CFAL Senior Questionnaire, nearly eight percent of adults age 60+ report caring for a family member or friend with a chronic illness or disability. While the presence of a reliable caregiver can greatly enhance the well-being of an older person, full time caregiving, particularly by spouses and adult children, can take a toll on the caregiver's health over time. A growing trend is the increase of older adults caring for youngsters. Over 3 percent of Seminole County grandparents are responsible for their grandchildren under age 18.

When asked in the CFAL Senior Questionnaire about the condition of their homes, 91.5 percent of respondents said they believe their residences are in good condition, while 7.4 percent do not. The Questionnaire also revealed that 17.6 percent of older adults believe their housing costs are too high, while the majority, nearly 73 percent, feels they are reasonable.

Transportation

Motor vehicle safety is a major community concern as adults age. Over 17 percent of Seminole County drivers with Florida driver's licenses, over 59,000 people, are age 60+ and over 3,500 of those are age 85+. A 2005 report by the Winter Park Health Foundation states, "Age alone is not a valid predictor of driving performance, but it is a marker of increased levels of risk to the driver. The commonly held belief that senior drivers present a significant risk to others is not supported by research findings. To the contrary, seniors who are involved in a crash are much more likely to be seriously injured or to die than is the case for younger cohorts." In 2006, Seminole County Traffic Engineering data show, some 1,688 vehicle crashes involved drivers age 62+; three fatalities resulted from those crashes. Fortunately, over 94% of Seminole seniors reported in the 2004 Community Health Survey that they wear their seat belt at all times while driving.

When the CFAL Senior Questionnaire asked, "Do you feel the roadways are safe and easily driven?" responses were nearly evenly divided. About 39 percent of the respondents felt the roadways are safe and easily driven, while about 37 percent do not think so. Six in ten seniors polled believe that road signs are visible and helpful, while 15 percent do not find them so. For older adults who do not drive a car, about one quarter rely on family and friends for mobility. Less than five percent use any of the following modes of transportation: walking, riding the bus, taking a taxi or other means of transportation.

4 in 10
Number of older
drivers in Seminole
who said the
county's roads are
NOT safe and easily
driven.

Social and Community Involvement

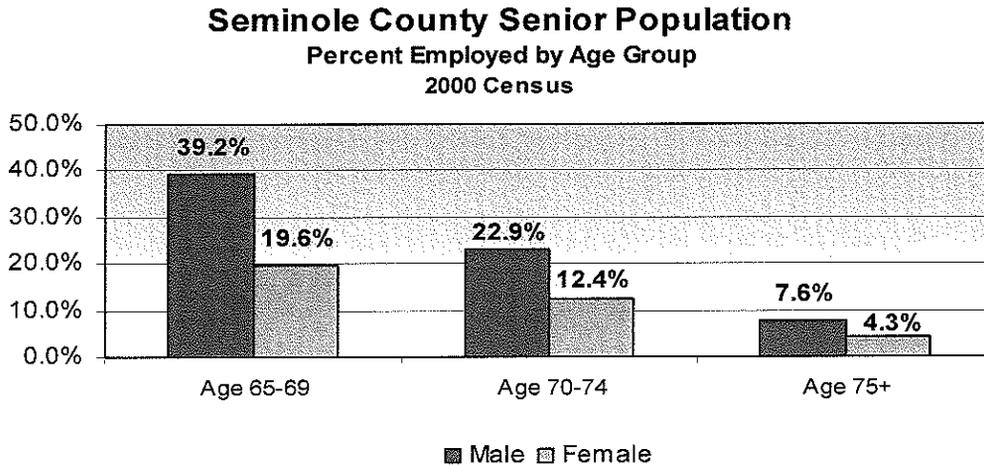
This discovery area encompasses a wide range of sub-topics including: civic, recreational, cultural, educational and social opportunities for seniors; volunteerism; employment of older workers; intergenerational activities; faith-based initiatives; and elder-friendly businesses.

Civic Involvement

Over 20 percent of Seminole County residents who are registered to vote are age 60 or older; this is significant since adults 60+ make up only 15 percent of the county population. Older adults also display their civic-minded values through involvement on many County and municipal boards and committees, as well as neighborhood associations. The County's 2006 annual report estimates that Seminole County is home to over 40,000 military veterans.

Workforce Composition

In 2000, over fifteen percent of Seminole County adults, age 65 years and older, were in the labor force and employed. As expected, the percentage of seniors in the workforce decreases with age. A higher percentage of older males stay employed for a longer period of time than did their female counterparts.



Volunteerism

A State of Florida study examined the effect of elder residents on the state and determined that seniors give more to their communities than they cost in services. The positive impact of older citizens can be measured in a variety of ways: taxes paid for local schools, purchasing power, donations to charities, and, in a big way, volunteerism. In the CFAL Senior Questionnaire, over 50 percent of respondents said they volunteer to help a school, religious congregation, or other charity. One of the largest volunteer organizations in Seminole County, the Retired and Senior Volunteer Program (RSVP), estimates that in 2006 their members contributed over 123,000 hours of service to over 80 nonprofit organizations. Based on an estimated value of \$12.25 per volunteer hour, determined by the Points of Light Foundation, Seminole County seniors contributed the equivalent of over \$1.5 million in services to children, elders, and others.

Socialization

Regular social activities, as well as participation in cultural and educational opportunities, help older adults stay active, involved, and mentally sharp. Social interactions with peers and across generations help elders feel valued and minimize isolation, which is often a precursor to depression. While over 80 percent of elders completing the CFAL Senior Questionnaire said they get together with friends or neighbors to socialize at least once a week, a sizeable number, over 16 percent, do not. When asked if they attended any educational activities (e.g., classes, lectures, etc) in the past month, only about 37 percent of seniors responded positively; nearly two-thirds had not attended educational activities.

Community Assessment: Community Profile

This section of the Community Assessment will outline some of the services available in each of the discovery areas. This is not an all-inclusive list; while many opportunities exist, not all could be identified in the timeframe the Task Force on Aging had to complete its work. All discovery areas will require additional research, as well as increased coordination and communication among the county, Seminole cities, and public or private agencies serving older adults.

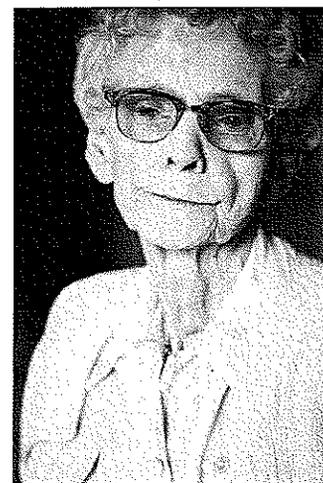
Basic Needs

Ensuring that healthy food, adequate housing, and other basic needs are met, particularly for elders living below or near the poverty level, is a critical need that must be addressed. Indeed, as housing and health care costs rise, even seniors of modest means, on a fixed income, are experiencing increasingly difficult choices, such as paying for food or filling much-needed prescriptions.

The primary organization in Seminole County charged with addressing these needs is Meals on Wheels, Etc., a long-standing agency that operates through federal funding authorized under the Older Americans Act and private donations. Meals on Wheels, Etc, best known for home-delivered meals, also provides noonday meals at seven sites around the county. Additionally, the agency offers transportation, chore and home repairs, and homemaking services. A second organization focused on assisting low income seniors is Visiting Nurse Association/CCE (Community Care for the Elderly), which provides a variety of services, and relies on state and private funding.

Both organizations have long waiting lists of low income seniors who have been assessed, but can not receive services due to inadequate funding. From July, 2007 through the end of the year, no additional clients can receive services until another senior citizen dies. Some 550 older adults are waiting; some will die waiting to receive as little as \$6000 a year in basic services that could have kept them alive and healthy in their homes.

The value of home and community based services, versus institutionalization, has been well documented; not only is it significantly less expensive to help seniors remain in their homes for as long as possible, but it keeps communities and families intact. Even as Seminole County continues to thrive economically and culturally, pockets of severe need exist, mostly in Sanford, East



Altamonte, and central Oviedo. Local community efforts, along with initiatives by faith-based and charitable organizations, will be essential to ensuring that our seniors, particularly the fast-growing 85+ population, remain healthy and comfortable.

Health

Hospitals

There are currently three hospitals located in Seminole County: Florida Hospital Altamonte, Orlando Regional South Seminole and Central Florida Regional Hospital. Only Central Florida Regional Hospital has a skilled nursing unit with a total of 18 beds. The Florida Hospital system and Orlando Regional Healthcare operate hospitals in nearby Orange County that are accessed by Seminole County residents.

Florida Hospital Altamonte is a full-service, 269-bed, acute care community hospital and offers a variety of medical services.

Florida Hospital Altamonte Services

- œ Cancer
- œ Cardiac & Neurodiagnostic
- œ Emergency
- œ Endoscopy
- œ Maternity
- œ Women's Medicine
- œ Outpatient
- œ Pain Medicine
- œ Radiology
- œ Surgical
- œ Sleep Disorder

Orlando Regional South Seminole Hospital is an acute care community hospital with 126 beds. South Seminole offers a full range of healthcare services to the residents of Seminole County.

Orlando Regional South Seminole Hospital Services

- œ 24 Hour Emergency Care
- œ Behavioral Health
- œ Cardiovascular Imaging Center
- œ Cardiac Rehabilitation
- œ Progressive & Critical Care
- œ Pulmonary Wellness
- œ Outpatient and Same-day Surgery
- œ Home Health Care
- œ Women's Services
- œ Wound Care

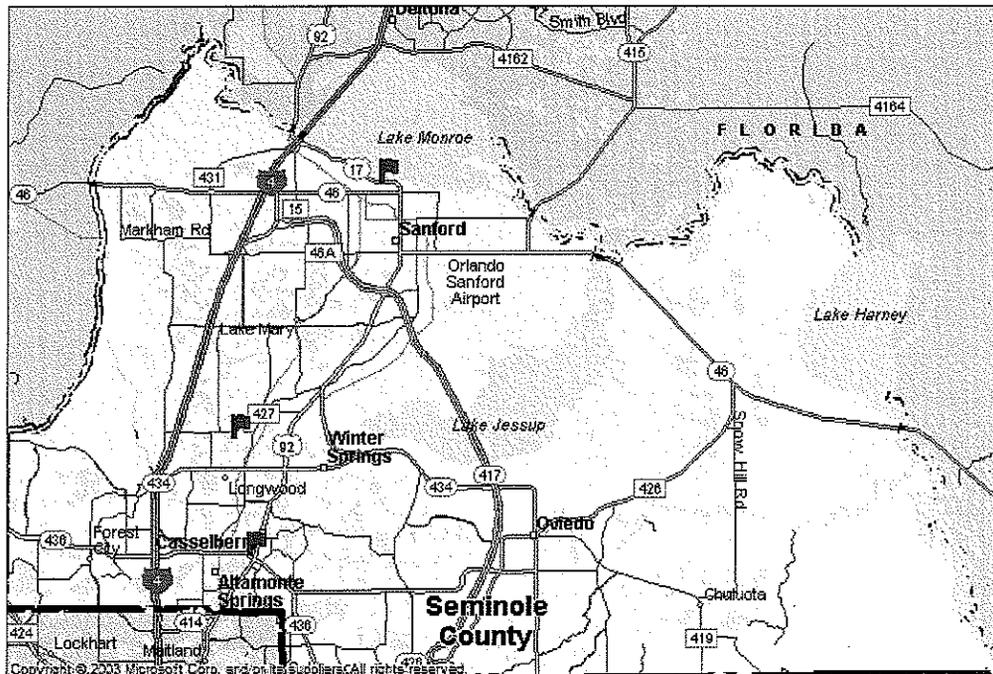
Central Florida Regional Hospital offers a wide range of state-of-the-art medical services designed for prevention or early detection of healthcare problems. It is the only

open-heart surgical program in Seminole County. This 344-bed facility also offers a full range of services.

Central Florida Regional Hospital Services

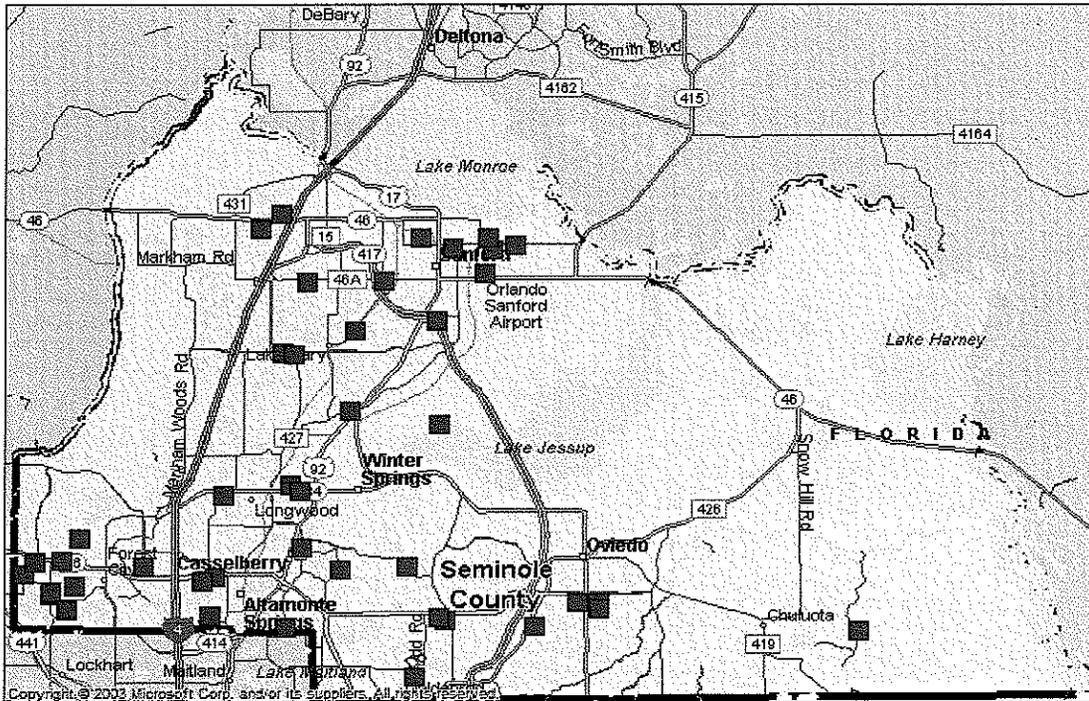
- ☞ Cancer
- ☞ Cardiac
- ☞ Company Care
- ☞ Diabetes Education
- ☞ Laboratory Services
- ☞ Rehabilitation
- ☞ Skilled Nursing Unit
- ☞ Surgical
- ☞ Health Information Management
- ☞ H2U-Health, Happiness, You
- ☞ Hyperbaric Medicine & Wound Care
- ☞ Imaging and Outpatient Network of CF
- ☞ Neurohealth Sciences Center
- ☞ Skilled Nursing Unit
- ☞ Sleep Disorders Laboratory

The illustration below shows the location of the three hospitals in Seminole County, all of which are located west of Highway 417. Population growth in the east side of the county suggests that a hospital is much-needed to serve the needs of this area. While a certificate of need has been issued for a hospital in the Oviedo area, no firm plans are yet underway. With population and traffic increases in the county, the travel times to an existing hospital from the eastern half of the county have risen, jeopardizing the well-being of critically ill or injured residents.



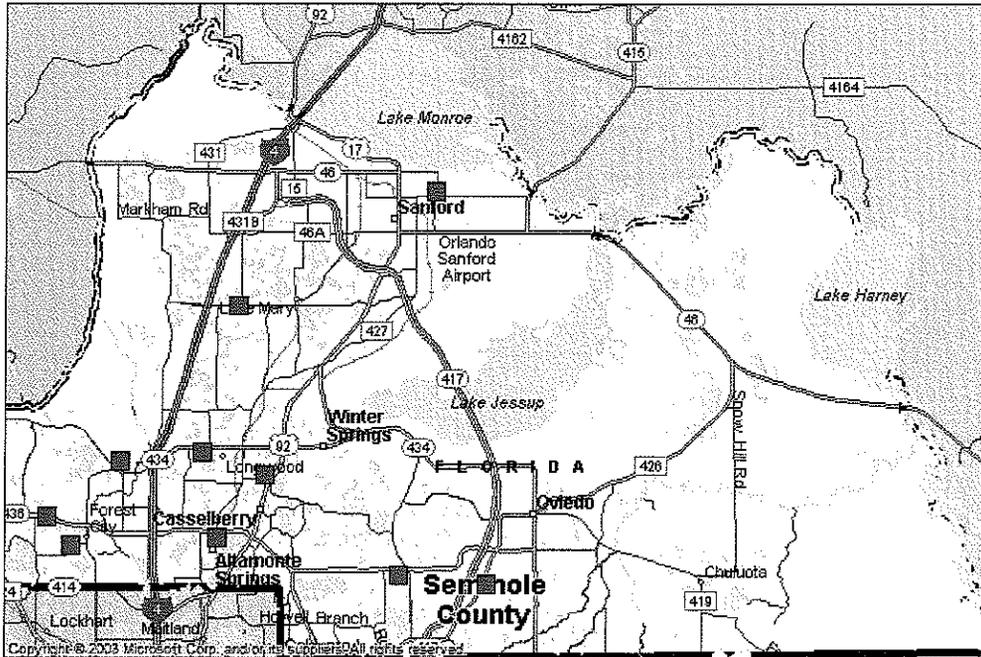
Assisted Living Facilities

In Seminole County there are forty-five assisted living facilities with a total of just over 2000 beds. Capacity ranges from 5-185 residents per facility. Assisted living facilities provide residential care to older adults that need some help in activities of daily living, such as bathing and dressing. The illustration below shows the locations of the assisted living facilities in Seminole County.



Skilled Nursing Facilities

As the map below illustrates, there are ten skilled nursing facilities (nursing homes) in Seminole County for a total of approximately 1200 beds. Skilled nursing facilities provide 24-hour nursing care to individuals who can not care for themselves. As of 2006 the occupancy rate for these facilities was 95 percent with about 61 percent of them Medicaid funded.



Other Health Care Services and Facilities

Other health-related services and facilities are shown in the chart below; these data are based on 2006 records from the Florida Department of Elder Affairs.

Service/Facility	Number	Capacity
Adult day care facilities	2	52
Adult family care homes	8	40
Home health agencies	14	
• Medicare certified	5	
• Medicaid certified	4	
Home and companion service agencies	21	

These data highlight the need for additional adult day care facilities to be located throughout the county. Of the two existing programs, one is located near Oviedo and one in Altamonte Springs. As the elder population expands, adult day care is a proven community-based solution that provides respite for caregivers and a safe, stimulating, social environment for elders.

Safety

The safety of Seminole County seniors is a high priority, and the county has distinguished itself in the state as an elders advocate. Seminole County is the only county in Florida that has an Elder Intervention Team. This 18-member team is specifically trained to identify and respond effectively to vulnerable adult issues. All elder crime cases are processed through the State Attorney's Office, 18th Judicial District, Seminole County Office. The Elder Crime Unit has one prosecutor and one investigator; there were no prosecutions between June 2006 and June 2007.

The Seminole County Sheriff's Office has a full time Elder Issues Specialist that coordinates and assists all seven cities and county jurisdictions for law enforcement and fire/medical responders. The Elder Issues Specialist and Elder Intervention Team are available 24/7 for crisis situations or emergencies related to vulnerable adults. The Sheriff's Office has addressed one incident of abuse, neglect or exploitation per week for the past year. These cases required intervention through Adult Protection Services of the Department of Children and Families, provision of basic services, or enforcement (e.g., relocation of the elder, arrest of the perpetrator).

Some of the services and programs of the county's Elder Services Unit include:

- Maintaining a database of "at risk" seniors and vulnerable adults so that they can intervene quickly if an adult wanders from home or becomes incapacitated
- Supplying emergency information cards for home or car that alert first responders to any special medical conditions of the person
- Offering reassurance phone calls to homebound seniors who live alone
- Making presentations to community groups on a wide range of topics

Seminole County also actively participates in Triad, a national organization, which is a partnership of seniors, law enforcement, state attorneys, first responders, criminal justice personnel, and community organizations. They come together to address the issues and concerns of senior citizens under an agreement between the National Sheriff's Association, the International Association of Chiefs of Police, and AARP. Seminole County Triad works on such issues as personal safety, health concerns, transportation needs, crime prevention and education on important topics. They sponsor seminars, host forums to help identify problems and develop



community-wide solutions, and reach out to homebound seniors to reduce fear and increase peace of mind.

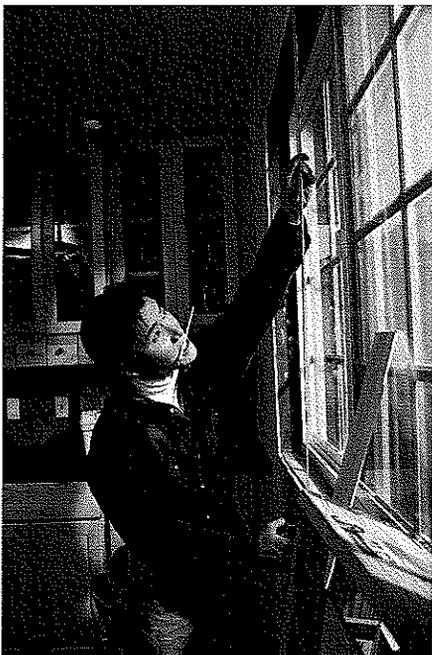
When hurricanes or other disasters occur, the county activates its emergency plans, which include a network of shelters for individuals with special needs, including the elderly. It is a voluntary program intended primarily for those who live at home with special medical needs and have no alternative such as family or friends in the area. Participants who qualify must register in advance with the Emergency Management Division.

Home and Neighborhood

Housing

Growth, economic conditions, and changing demographics are altering the housing landscape in Seminole County. Older adults have a cause and effect relationship with these changes. Many residents in their 50's and older are downsizing from free-standing family homes, making townhomes, condominiums, and other smaller housing units more popular. At the same time, housing prices have increased substantially in recent years, causing a negative impact on low-wage earners and those on fixed incomes. Older adults who choose to remain in their aging family homes may find it difficult to maintain them due to their own physical limitations or lack of funds.

Through its Community Services Department, Seminole County offers the Special Needs Home Modification Program. It provides financial assistance for eligible elderly and/or disabled persons who need home modifications, such as grab bars or a roll-in shower, in order to maintain their independence. In addition to a free inspection, participants can receive a deferred paid loan and other services. Specific guidelines apply and funds for this program are limited. Meals on Wheels, Etc. can provide home repair assistance to low income seniors, when they are eligible and funds are available.



Emergency home energy assistance is available to low income elders who meet the criteria through a state program called EHEAP. This program is administered for the Department of Elder Affairs through the Area Agency on Aging of Central Florida, the Senior Resource Alliance.

Housing and Neighborhood Development Services of Central Florida operates several programs that assist residents in locating affordable housing and educational programs for first time home buyers. Their website, www.cflhands.org lists only two affordable senior apartment complexes in Seminole County. Local governments would be wise to work closely with developers and other private entities to develop strategies to meet the area's affordable housing goals, establish a "home repair trust," and ensure new residential development incorporates universal design principles.

Caregiving

Home is commonly understood, not only as a safe and comfortable domicile, but a place where there are people that care about us and can care *for* us, when we need it. One of the key markers of successful aging is access to a caregiver, usually meaning proximity to family, friends, neighbors, and faith congregation members who are willing to help an elder with socialization needs, transportation, and activities of daily living.

The aging network has long recognized the importance of providing assistance to full-time, home-based caregivers in order to prevent their decline. Assistance for caregivers takes several forms, including: cash assistance to defray out of pocket expenses uncovered by Medicare; education on caring for the elder and oneself; support groups; respite care and adult day care programs that give caregivers a short break to take care of personal matters and recharge their own spirits.

Services for caregivers are available in Seminole County, but there's a great need for more. Faith communities occasionally offer educational programs and respite, under programs like "Community Care Teams," "Helping Hands," etc. Only two adult day programs are available in Seminole County, one in Oviedo and one in Altamonte Springs. Support groups and respite are offered by organizations such as the Alzheimer's Resource Center and Alzheimer's Association, both based in Orange County. Unpaid, family caregivers are a critical link in elder care and save taxpayers billions of dollars each year. More must be done, at all levels of government, to ease the burden of family caregivers.

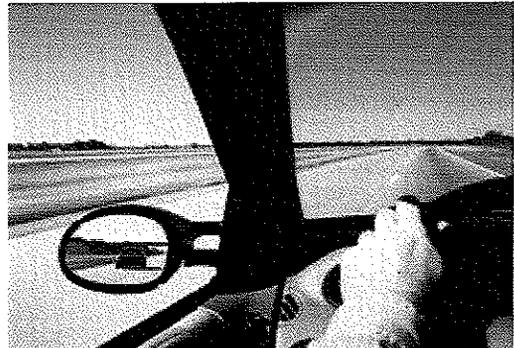


Transportation

For seniors, mobility is the key to continued independence. Having the ability and freedom to drive, particularly in a “bedroom” community such as Seminole County, is so highly valued by older adults that some continue to drive beyond their capability to do so safely. Other seniors, recognizing their growing limitations, self-monitor their driving—meaning they drive in daylight in familiar surroundings close to home. A one mile distance to the pharmacy or grocery, when a senior can no longer drive, can seem like an impassable chasm; lack of mobility can trigger a decline in health and isolation with resulting depression. Experts in senior transportation typically address the problem in three ways: safe driving, safe roadways, and alternate forms of transportation.

Safe Driving

AARP and other organizations periodically offer driving classes for adults 55+. As the normal changes of aging—in vision, reaction time, and flexibility—begin to occur, drivers must adapt their driving skills. Programs like AARP’s help drivers become aware of the adjustments that may be necessary to maintain safe driving into their elder years. When family members of older adults notice that they are experiencing changes in memory or cognitive abilities, a driving assessment is recommended. These computer-based and on-road driving assessments can be scheduled through the Senior Resource Alliance at any of three sites in Orange County. There are no Seminole County sites at this time.



Safe Roadways

Improvements in Seminole County roadway signage, road markings, and intersection design benefits all age groups, but especially senior citizens. Larger, better lit signs and advance signage for major intersections are easier to read and help prevent dangerous, last-minute maneuvers. Likewise, enhanced pedestrian crossing signals minimize traffic dangers for all ages of walkers. Seminole County and its municipalities have implemented many of these roadway improvements, and this progress must continue. One group in Seminole County government that addresses these issues is the Community Traffic Safety Team. The CTST is comprised of members from city, county and state agencies, as well as business representatives and private citizens. The mission of CTST is to reduce the number of fatalities, injuries and the severity of injuries due to traffic crashes in Seminole County. The CTST is encouraged to work closely with Triad and other groups representing seniors’ interests to ensure senior input is incorporated into their plans and activities.

Transportation Options: Alternatives to Driving

One of the reasons seniors cling to their driving privileges so forcefully is that they realize that alternatives to driving are severely limited, inconvenient and/or expensive. The Florida Department of Transportation estimates that only 1 percent of the state's senior population utilizes public transportation. This fact was confirmed in the recent CFAL Senior Questionnaire.

The senior transportation dilemma can not be solved with a "one size fits all" solution. Several new initiatives, spearheaded by the Winter Park Health Foundation, are underway in Orange County and have begun to make in-roads in Seminole County. One of these is a faith-based, volunteer initiative called Community Care Teams, started eleven years ago at St. Margaret Mary Catholic Church in Winter Park. The program is still operating successfully, and the process has now been implemented in several churches, including three churches in Seminole County.

Another promising new senior transportation option is ITNOrlando, a replication of the successful Independent Transportation Network of Portland, Maine. Rides in private vehicles are provided, at a reduced charge, to members of ITNOrlando. The nominal membership fee offers riders door-to-door pick up and delivery to sites within ITNOrlando's designated service area. Currently, the service area includes portions of Casselberry, Altamonte Springs and Longwood. Utilizing both paid and volunteer drivers, ITNOrlando's expansion plans depend on recruiting additional volunteer drivers, members, and private donations.

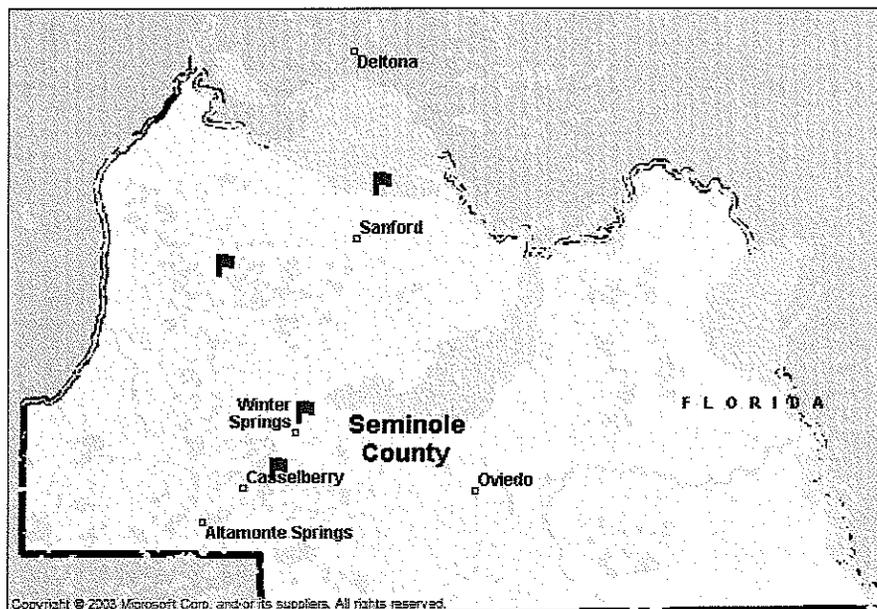
As longevity increases, greater numbers of older drivers will be on the roads. More must be done to help seniors safely transition to driving in their later years and to transition to viable alternatives when driving is no longer recommended.

Social and Community Involvement

For many seniors in Seminole County life is full of opportunities for staying active, mentally and physically, as well as giving back to the community through employment or volunteerism. Even older adults with limited mobility or income can find opportunities to stay involved through senior centers, civic and community organizations, and religious congregations. Numerous studies of aging confirm that staying active is the key to staying well and living a better quality of life.

Senior Centers

The four senior centers in Seminole County are busy, vibrant places. The centers in Sanford, Casselberry, Lake Mary and Winter Springs are each operated by their respective cities, with funding provided by a variety of sources, including Seminole County government. Two other cities, Altamonte Springs and Oviedo, provide some senior programming, but do not have a dedicated facility. As the map below shows, the eastern part of the county appears to be in need of a senior facility in closer proximity to that area's growing population. While attendance at the existing four centers is not limited to city residents, the distance to them is a barrier to many seniors who lack transportation.



Senior centers are a vital piece in the elder care puzzle, because they serve as a kind of “one stop shop” for senior needs—from socialization and physical exercise, to health screenings and nutritious meals, to educational classes and volunteer or intergenerational activities. For low income seniors and those with limited mobility, the centers may be their primary outlet and link to assistance and access to services. As longevity increases, senior centers find themselves serving at least two “generations” of seniors, with different needs, attitudes, and interests. The challenge for senior centers is to remain attractive to both groups and to tailor activities and programs that meet the needs of each.

Employment, Volunteerism, Educational Opportunities

Over half of Seminole seniors volunteer their time, and there is no shortage of opportunities for them to do so. Activities range from serving on a city board or neighborhood association, to crocheting blankets for hospitalized children, to mentoring a young adult

needing guidance. Civic and community involvement are excellent ways for older adults to continue utilizing their skills and abilities for the betterment of their communities. The Retired and Senior Volunteer Program offers many opportunities as do Seminole County Public Schools' D-V-DENDS program and religious congregations.

While numerous opportunities exist for seniors to give back, finding employment as an older adult can be difficult. More and more adults age 50 and older are finding either the necessity or inclination to continue working past the traditional retirement age. For those whose skills need updating, Seminole Community College offers a wide variety of classes through its Senior Adult Learning Institute (SALI). Both credit and non-credit courses available through the College can assist older workers in updating and sharpening their workplace skills. A partnership with Seminole Community College that specifically targets helping older workers find suitable employment would be a great boon to Seminole seniors who wish to continue working.

Conclusion

The proverbial “light at the end of the tunnel” may be, as the old saying goes, “an oncoming train.” Without action, this could be the future Seminole County is facing, as the “oncoming train” of baby boomers approaches retirement age. The demographics are a fact, but the County’s response now will shape its future. What’s needed is nothing less than a new view of aging that recognizes the opportunities, as well as the challenges, that lie ahead. The majority of Seminole County’s older adults are healthy, mobile, and financially stable. The County must find ways to harness seniors’ energy, talents, purchasing power, and influence, so that they choose to remain here and help shape a vibrant community.

At the same time, the County must step up its efforts to ensure a safety net for the relatively small number of frail, vulnerable elders who have few other options. This is a shared responsibility; state agencies, municipal governments, not-for-profit service organizations, the business community, and concerned citizens must come together to fashion a broad-based coalition of care. The County is uniquely positioned to convene this initiative by establishing a Commission on Aging and dedicating a committed resource to ensuring that the existing services and opportunities for seniors are fully utilized through better coordination and public information. When financial resources are stretched, as they are currently, true leadership, collaboration and creative problem solving become essential.

If isolation of seniors is the biggest problem, let’s mobilize well elders and others to provide transportation alternatives that keep elders healthy and involved in the community. If managing chronic disease is a problem, let’s establish linkages between our health care resources and senior centers to make them “well clinics” that emphasize prevention. If lack of appropriate senior housing is an issue, let the County establish new guidelines and incentives for residential development that encourage builders to adopt “universal design” principles. Addressing the issues of aging can not be solved with money alone— it does not require “extras”—it requires doing what we would do anyway with an awareness of and forethought to how it will impact citizens of all ages. When road signs must be replaced, why not replace them with signs that have larger, brighter lettering? The cost difference is minimal and the benefits impact, not only seniors, but new drivers and visitors as well.

Communities for a Lifetime principles provide a framework for considering all decisions with an age-sensitive lens—one that envisions communities that are livable and safe for residents throughout the life cycle.

Recommendations

The Seminole County Task Force on Aging arrived at the following recommendations through discussion and consensus. Every effort has been made to be sensitive to the funding challenges currently faced by Florida counties and cities, while at the same time recognizing the commitment the County made to its older residents when it adopted the Communities for a Lifetime resolution. Many of these recommendations are possible for little or no cost to the County. Other recommendations must be addressed by a broader coalition of partners with leadership from the County. The recommendations are grouped by looking first at administrative and operational objectives; later recommendations focus on the specific discovery areas.

Administrative and Operational

1. Establish a Commission on Aging as a standing advisory committee of the Board of County Commissioners.

The purpose of the Commission on Aging would be to serve as the link between the Board/County Government and the older residents of Seminole County. Working from the data and recommendations in this report, the Commission on Aging would fill several roles, including: sponsoring opportunities for residents to get involved in building a more elder-friendly community; launching public awareness campaigns to let county residents know about existing services; convening interested partners in the governmental, social service and business sectors to work together on initiatives of mutual interest; seeking research and community discussion on specific topics of concern; and working with state and local legislators to keep them apprised of elder needs and aging issues.

Seminole County is the only county in the district (Orange, Osceola, Brevard) that does not currently have an official committee of the Board focused on senior issues. While the county does have some excellent programs and services for older adults, these programs are not widely known by older adults, and they are not well coordinated. Seminole County lacks a focal point and clearinghouse for senior-related information and services. A critical role of the Commission on Aging would be to close the information gap and serve as a convener for senior-related programs and services, so that duplication can be avoided and existing programs can be better utilized.

Appendix F contains an overview of the Brevard and Orange Commissions on Aging, their membership, missions and staff support

2. Authorize staff support for the Commission on Aging to enable it to work effectively.

In researching how Commissions on Aging in other counties have accomplished their goals, all have emphasized the necessity of having some form of staff support to enable the Commission to carry out its work. The number and type of staff support varies, as outlined in Appendix F. The Seminole County Task Force recommends a *minimum* of .5 FTE, in the form of a professional level individual familiar with aging issues, dedicated to the Commission on Aging; this individual will need access to regular administrative support.

Public Awareness and Involvement

1. Encourage all Seminole cities to pass the Communities for a Lifetime resolution and to develop action plans for implementing activities that support their CFAL commitment.
2. Conduct aging sensitivity training for all County staff that interact with the public.
3. Update the County website with a special section for senior-related information, such as services and how to access them, senior housing and transportation options, senior center locations and programs, etc.
4. Dedicate some air time on SGTv to broadcast senior-related programs, available at no cost from the Orange TV/Orange County Office on Aging.
5. Publicize the availability of 2-1-1 on the County website and in County publications. 2-1-1, which operates under the auspices of the Heart of Florida United Way, provides information and referral on all social service resources in the tri-county Metro Orlando area, including Seminole County. County Government departments and social service providers should be encouraged to submit an agency profile to 2-1-1 to be included in its database of service providers.

Basic Needs

Minimize, as much as possible, funding cuts to existing senior programs in the county.

Health and Safety

1. Encourage continued and increased cooperation among County departments, the Sheriff's Office, and others working with vulnerable adults to better utilize existing resources and further improve response processes.

2. Sponsor and/or support senior health fairs, health screenings, and other community efforts focused on preventing illness and injury among older adults, particularly with regard to communicable diseases and HIV prevention.

Home and Neighborhood

1. Initiate a review of the County's comprehensive plan and land development code to allow construction of accessory dwelling units that enable elders to live in close proximity to family caregivers.
2. Encourage developers of new residential construction to set aside units that have barrier-free construction and amenities that will accommodate seniors as they age.
3. Establish a "home repair trust fund," using a portion of development fees, which will help qualified seniors to modify their existing homes to make them barrier-free or make necessary repairs to their aging dwellings.

Transportation

1. Support efforts to establish alternative modes of transportation for seniors in the county.
2. Implement elder-friendly roadway designs and signage, as outlined in Department of Transportation guidelines.

Social and Community Involvement

1. Support efforts to establish a new senior center to serve the growing eastern side of Seminole County.
2. Encourage the Seminole Regional Chamber of Commerce to collaborate with the County and senior-related organizations to establish guidelines for designation as a senior-friendly business.

Appendix A: Communities for a Lifetime Resolution

Item # _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Communities for a Lifetime

DEPARTMENT: Community Services DIVISION: Administration

AUTHORIZED BY: David Medley CONTACT: David Medley EXT: 3383

Agenda Date 9/12/06 Regular Consent Work Session Briefing
Public Hearing - 1:30 Public Hearing - 7:00

MOTION/RECOMMENDATION:

Approve Resolution to enact the Communities for a Lifetime initiative and authorize the Community Services Department to develop, organize and support an independent Task Force on Aging to create an inventory of services and opportunities and report findings to the Board of County Commissioners. County wide

BACKGROUND:

On May 23, 2006, the Board gave directions to bring back a Resolution as the initial step to move forward with Communities for a Lifetime initiative that encourages independence and quality of life for older adults in our community. Also requested, was a plan to establish a start up committee or Task Force of volunteers to begin the self assessment process.

The attached, "Getting Started" plan provides the initial foundation to assemble our local Task Force on the aging and develop a process to inventory, assess, and evaluate the seven Areas of Discovery: physical spaces, transportation, land use, community development, health, education, cultural and social opportunities. The Community Services Department working in partnership with others will identify and assemble those required to provide the leadership for the project. The Department will also act as liaison and staff support and will provide resources as needed.

The State of Florida, Department of Elder Affairs will work in partnership with the County and Task Force to provide consultative support and review the completed inventory. Results and findings will be presented to the Board of County Commissioners.

Reviewed by: J. [Signature]
Co. Atty: [Signature]
DPS: _____
Dir: _____
DCM: [Signature]
CMT: [Signature]
File No. RC304

Attachment: Getting Started Plan

RESOLUTION NO. 06 _____

SEMINOLE COUNTY, FLORIDA

**A RESOLUTION OF SEMINOLE COUNTY, FLORIDA,
DECLARING ITS SUPPORT FOR THE STATE OF FLORIDA
DEPARTMENT OF ELDER AFFAIRS' *COMMUNITIES FOR A
LIFETIME* INITIATIVE AND ESTABLISHING A COUNTY-WIDE
TASK FORCE ON AGING**

WHEREAS, the Board of County Commissioners of Seminole County, Florida supports the State of Florida Department of Elder Affairs' *Communities for a Lifetime* initiative to make Florida a friendlier place to live for people of all ages so that people may be independent as long as possible and remain in their homes and the communities they love; and

WHEREAS, the State of Florida has the highest percentage of elders of any state in the nation and growth projections reveal that Florida's elder population will continue to increase, reaching numbers without precedent in the first part of the 21st Century; and

WHEREAS, to allow all residents to maintain their dignity, security and independence, communities must evaluate, assess and modify local infrastructure to become a *Community for a Lifetime*; and

WHEREAS, the Board of County Commissioners of Seminole County, Florida and the State of Florida Department of Elder Affairs share a vision and responsibility to improve the life of all citizens by enabling preparation for and enjoyment of aging in place throughout the citizens' lives; and

WHEREAS, to achieve our mutual goals, cities and counties should begin to build together a place free of physical, emotional, and social barriers; and

WHEREAS, to accomplish the aforesated goals, Seminole County, Florida intends to establish, organize and support an independent Task Force on Aging as identified in the Attachment incorporated herein, to create an inventory of services and opportunities available to our elder population and subsequently report such findings to the Board of County Commissioners of Seminole County, Florida,

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida, will make every effort to first evaluate and later remove all barriers to become *Community for a Lifetime* and in pursuit thereof hereby establishes a Task Force on Aging.

ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, this _____ day of _____, 2006.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
CARLTON D. HENLEY, Chairman

Date: _____

SED/sb
08/21/06

Attachment:
"Communities for a Lifetime"

PAUSERS\SDIETRICH\RESOLUTIONS\RESOLUTION DEPT OF ELDER AFFAIRS COMMUNITIES FOR A LIFETIME.DOC

COMMUNITIES OF A LIFETIME
TASK FORCE COMPOSITION

The Communities of a Lifetime Taskforce would be comprised of representatives from (but not necessarily limited to) the following agencies, organizations and community representatives.

- Health Care interest (examples)
 - Local Hospitals
 - East Central Florida Health Planning Council
 - Health Department
- Representatives of the housing industry
- Local Area Agency on Aging
- Local Law Enforcement
- State Attorney's Office
- Local Senior Initiatives (examples)
 - Seminole Volunteers
 - Visiting Nurses
 - Meals on Wheels
 - Community Services Network (2-1-1)
- Local Planning and Development Staff
 - County
 - Municipalities
- Faith Based Organizations
- Community Services Staff

Appendix B: Task Force on Aging Timeline

Date – 2007	Focus/Topics	Outcomes
September 12, 2006	Board of County Commissioners passes Communities for a Lifetime resolution and approves formation of a Task Force on Aging to conduct a community assessment.	<ul style="list-style-type: none"> • CFAL resolution passed • Task Force on Aging authorized
January 18	Organizational <ul style="list-style-type: none"> • Task Force mission • Importance of collaboration • Identification of other resources • Election of leaders • Meeting schedule 	<ul style="list-style-type: none"> • Task Force leadership identified • Meeting schedule established • Mission clarified
February 16	Organizational <ul style="list-style-type: none"> • Scope of community assessment • Similar initiatives in adjacent counties • Discovery areas and community resources with relevant expertise • Time and budget constraints 	<ul style="list-style-type: none"> • Identification of discovery areas • Naming of committee chairs for each area • Focus on future needs and identification of gaps
March 9	Work Plan <ul style="list-style-type: none"> • Definition of a “community for a lifetime” • Discussion of funding options and resource availability • Work plans and resources provided to committee chairs 	<ul style="list-style-type: none"> • Work plans with timelines • Follow-up discussion to plan resource allocation • Working CFAL definition/vision

Date – 2007	Focus/Topics	Outcomes
April 6	<p>Data Collection</p> <ul style="list-style-type: none"> • Discussion of role of Health Council in obtaining health and other existing data on seniors • Discussed logistics of administering questionnaires and scheduling focus groups • Discussed the questionnaire and focus group process used in Oviedo • Discussed importance of reaching homebound seniors with the questionnaire as well as volunteers who help seniors 	<ul style="list-style-type: none"> • Follow-up discussion to define scope of work and contract for Health Council • Adopted Oviedo process with appropriate modifications for Seminole County • Task Force members will distribute surveys and contact senior centers to host Senior focus groups
April 20	<p>Data Collection</p> <ul style="list-style-type: none"> • Presentation on health data for seniors by Health Council • Committee chair reports on activities conducted • Discussed survey data entry • Discussed and planned focus group for health and aging network professionals 	<ul style="list-style-type: none"> • Health Council contracted by Senior Resource Alliance (SRA) to assist with report • UCF intern contracted by SRA to enter survey data • Surveys being collected and focus groups scheduled • Professionals focus group scheduled
May 2	<p>Senior Questionnaires</p> <ul style="list-style-type: none"> • Administered to seniors gathered for lunch at Winter Springs Senior Center • Due to lack of time, decision was made to distribute and collect surveys, instead of focus group 	<p>Collected senior questionnaires</p>

Date – 2007	Focus/Topics	Outcomes
May 16	Senior Questionnaires <ul style="list-style-type: none"> • Administered to seniors at Caselberry Senior Center • Due to lack of attendance, decision was made to distribute and collect surveys, instead of conducting focus group 	Collected senior questionnaires
May 18	Finalizing of Data Collection <ul style="list-style-type: none"> • Discussion of potential impact of property tax law changes • Health Council presents initial outline for senior health report • Committee chair reports • Final preparations for Professionals focus group 	<ul style="list-style-type: none"> • Some 150 senior questionnaires collected by Meals on Wheels volunteers (surveys total about 300 in all). • Health Council presents report outline.
June 18	Professionals Focus Group <ul style="list-style-type: none"> • 20 professionals in the health and aging fields participated • Health Council presented key findings from all data sources • Small groups, one for each of the 5 topics, generated suggestions • All participants voted and prioritized the suggestions 	<ul style="list-style-type: none"> • 20 professionals, representing a cross-section of expertise and affiliation with Seminole County, participated. • Some 15 suggestions were identified and prioritized based on importance and feasibility
July 20	Recommendations and Final Report <ul style="list-style-type: none"> • Revisited original mission and scope of work • Discussed and reached consensus on role and composition of a future Commission on Aging • Discussed format and presentation of final report 	<ul style="list-style-type: none"> • Reached consensus on recommendations to include in report • Reached consensus on format of final report and willingness to review draft and give input

Appendix C: Senior Questionnaire Results (N=284)

1. GENDER

This survey measured responses from 284 participants, **24.65%** of whom were male, **64.73%** female and **11.61%** who chose not to reveal their gender.

2. CURRENT AGE GROUP

Of these 284 respondents, **1.4%** did not disclose their age. Participation came from people in the following age groups: 50-55 (**2.11%**), 56-60 (**3.87%**), 61-65 (**5.99%**), 66-70 (**8.89%**), 71-75 (**15.99%**), 76-80 (**27.11%**), 81-85 (**19.01%**), and 85+ (**29.92%**).

3. MARITAL STATUS

The majority of the 284 men and women reported to be single (**62.32%**) while **32.74%** reported they were married and **4.92%** did not disclose their marital status.

4. LIVING ARRANGEMENT

51.40% live with others in a house or apartment situation, **41.54%** live alone in a house or apartment, **1.05%** live in a facility for seniors and **5.98%** did not answer this question.

5. IF LIVING WITH OTHERS, WHO ARE THEY?

Of those who live with others, **26.05%** live with a spouse, **13.73%** with their children, **3.52%** with their children and grandchildren, **2.81%** with a spouse and children, **2.11%** with their grandchildren, **1.76%** with friends, **1.40%** with a spouse and their children and grandchildren, and **.35%** reported living with a roommate, with a spouse and grandchildren, or with a child and friend. **44.36%** of the 284 participants did not disclose their cohabitation situation, and **3.16%** responded to "Other", but did not elaborate.

6. PROVIDE CARE FOR A FRIEND OR FAMILY MEMBER WITH A CHRONIC ILLNESS OR DISABILITY?

When asked whether they provide care for a family member who has a chronic illness or disability, **86.26%** replied they did not, **7.74%** answered that they are caregivers and **5.63%** did not respond.

7. DESCRIBE YOUR OVERALL HEALTH

44.71% of the 284 seniors report their health as in "good" condition. The remainder said they were "fair" (36.61%), "excellent" (11.97%), "poor" (5.28%). .35% stated "fair-to-poor" and 1.05% did not respond to this query.

8. DO YOU HAVE A PRIMARY DOCTOR THAT YOU SEE AT LEAST ONCE A YEAR?

93.30% of these surveyed seniors have a primary doctor whom they see once per year. Only 4.57% responded they did not, and 2.11% did not reply to the question.

9. DO YOU DRIVE A CAR?

63.02% of the contributors drive a car, 34.50% do not and 2.46% did not answer.

9a1. IF YES, HOW MANY TRIPS DO YOU MAKE PER WEEK?

Of those who drive, 27.46% make five-ten trips per week, 18.30% make less than five trips, 16.90% make more than 10 trips per week, and .35% did not reply.

9a2. DO YOU FEEL THE ROADWAYS ARE SAFE AND EASILY DRIVEN?

Nearly evenly divided, 38.73% of the participants feel the roadways are safe and easily driven, while 36.61% do not and 24.64% did not answer.

9a3. DO YOU FEEL THE ROAD SIGNS ARE VISIBLE AND HELPFUL?

Road signs are visible and helpful to 60.56% of the answering seniors, 15.49% did not find them so, and 23.94% did not reply.

9b1. IF NO, HOW DO YOU GET WHERE YOU NEED TO GO?

For those who do not drive a car, 25.70% use friends and family for mobility, 2.11% walk, 1.05% ride the bus, 1.05% said they ride and walk, .35% take a taxi and marked "other" with no elaboration, .35% ride the bus and marked "other" with no elaborations, and 65.84% did not answer.

10. HOW LONG HAVE YOU LIVED AT YOUR CURRENT ADDRESS?

Of the 284 participants, 55.28% report having lived at their current address for over ten years, 20.77% have lived there from two to five years, 13.38% from five to ten years, 9.5% less than two years and 1.05% did not select an answer.

11. IS YOUR CURRENT RESIDENCE IN GOOD CONDITION?

91.54% of the people believe their residences are in good condition, 7.39% do not and 1.05% did not give an answer.

12. DO YOU FEEL SAFE IN YOUR CURRENT NEIGHBORHOOD?

While 2.81% did not select an answer, the majority (92.95%) of those polled believe their neighborhoods are safe, with only 4.22% answering they did not.

13. DO YOU FEEL THAT YOUR HOUSING COSTS ARE REASONABLE?

Housing costs seem reasonable to 72.88% of the 284 answering seniors, 17.60% said they were not reasonable and 5.98% did not answer.

14. HAVE YOU HAD A DENTAL EXAM IN THE PAST 2 YEARS?

In the past two years, 56.69% of the seniors had undergone a dental exam, 41.54% had not and 1.76% did not respond.

15. HAVE YOU HAD AN EYE EXAM IN THE PAST 2 YEARS?

During the past two years, 83.09% of the participating seniors have had an eye exam, while 16.90% replied they had not.

16. DO YOU HAVE YOUR BLOOD PRESSURE CHECKED REGULARLY?

Those who check their blood pressure regularly were the majority (95.07%), with 4.57% stating they did not and .35% without an answer.

17. DO YOU GET PHYSICAL EXERCISE EACH WEEK BY WALKING, SWIMMING, FITNESS CLASSES, ETC.?

When asked whether they get regular weekly exercise, 73.94% replied yes, 25% said no, and 1.05% did not respond.

18. DO YOU KNOW HOW AND ARE YOU ABLE TO GET HELP IF YOU ARE ILL OR GET INJURED?

92.60% of the individuals know how to get help when they are ill or injured, 5.28% do not and 2.11% did not reply.

19. HAVE YOU HAD A HOSPITAL STAY IN THE PAST 6 MONTHS?

In the past six months, 15.84% of the seniors had been hospitalized, 83.45% had not and .70% did not disclose.

20. DO YOU VOLUNTEER YOUR TIME TO HELP A CHARITY, SUCH AS A CHURCH, SCHOOL, ETC.?

Volunteering their time is an activity for 52.46% of the seniors with 45.77% stating they did not and 1.76% who did not answer.

21. DO YOU GET TOGETHER WITH FRIENDS OR NEIGHBORS TO SOCIALIZE AT LEAST ONCE A WEEK?

When asked whether they socialized with friends or neighbors at least once per week, **80.98%** said they did, **16.54%** said they did not and **2.46%** did not reply.

22. HAVE YOU ATTENDED ANY EDUCATIONAL ACTIVITIES IN THE PAST MONTH, SUCH AS CLASSES, LECTURES, MUSEUMS, ETC.?

In the past month, **36.97%** of the participants attended educational activities, **62.32%** did not and **.70%** did not respond.

23. DO YOU EAT AT LEAST TWO BALANCED MEALS PER DAY?

Eating at least two balanced meals per day is standard for **85.56%** of the 284 individuals, while **5.98%** report they do not eat two meals daily, and **.35%** did not answer.

24. ARE YOU TAKING ANY PRESCRIPTION MEDICINES ON A REGULAR BASIS?

On a regular basis, **85.56%** said they take regular prescription medication, **11.61%** do not and **2.81%** answers were not given.

25. ARE YOU ABLE TO AFFORD THE MEDICINE YOUR DOCTOR PRESCRIBES?

Affording their medication is a problem for **19.01%** of the seniors, while **75.35%** said they could afford them and **5.63%** did not answer.

26. ARE YOU CURRENTLY WORKING AT A JOB FOR PAY?

When asked whether they work at a job for pay, **87.32%** of the seniors queried stated they did not, while **7.74%** did work and **4.92%** had no answer.

IF YES, ARE YOU WORKING FULL TIME, PART TIME OR OCCASIONALLY?

Of those who work, **2.81%** are full-time employees, **2.81%** are part-time employees, **1.05%** are occasional workers and **1.05%** did not reply.

27. IS IT EASY TO STAY INFORMED ABOUT WHAT IS HAPPENING IN YOUR COMMUNITY?

Staying informed about community happenings is easy for **81.69%** of the seniors, while **15.14%** found it difficult and **3.16%** had no answer.

**28. DO YOU FEEL THAT YOU CAN RELY ON LOCAL LAW ENFORCEMENT,
FIRE DEPARTMENT AND PARAMEDICS TO ASSIST YOU WHEN
NEEDED?**

96.12% of those responding said that they feel they can rely on law enforcement, fire department, paramedics, etc., to assist them when needed and **3.16%** felt they could not, while **.70%** did not answer.

Appendix D: Focus Group Summary

June 18, 2007

Twenty professionals involved in aging services and health services met to review the data collected from and about senior citizens in Seminole County and to craft recommendations for consideration by the Communities for a Lifetime Task Force. The group was welcomed by Dr. David Medley, Director of Community Services for Seminole County Government. Secretary of Elder Affairs, Dr Doug Beach, emphasized the importance of local initiatives in addressing the needs of Florida's older citizens. He mentioned that Communities for a Lifetime would be working closely with AARP's Livable Communities initiative in the coming year.

Laura Capp, Chairperson of the Communities for a Lifetime Task Force, facilitated the focus group. The Health Council of East Central Florida, represented by Assistant Director, Elaine Cauthen, and Senior Health Planner, Therry Feroldi, presented the data gathered by the Health Council, the Senior Resource Alliance, and the Task Force members.

The participants then divided into five topic groups to discuss the relevant data and develop three recommendations. The topic areas were: Demographics and Basic Needs, Health and Safety, Transportation, Home and Neighborhood, and Social and Community Involvement. Each group presented its recommendations to the others, and all attendees voted on their top five recommendations across all topics. Participants were asked to cast votes by considering which suggestions are most important (most worthy of attention) for Seminole County to pursue and which are most feasible (likely to be implemented or accomplished). The top choices were then plotted on a grid, showing the major opportunity areas (both important and feasible).

The chart below shows each recommendation and the number of votes it received, both for its relative Importance and its relative Feasibility. Items are ranked in approximate priority order.

Professionals Focus Group Voting Summary

Recommendation	How important is this?	How feasible is this?
Heighten public awareness of health and safety issues from a prevention perspective	15	11
Establish Elder Transportation Council for Seminole County	13	9
Provide opportunities for increased social interaction among older adults	9	6
Develop intergenerational programs	5	9
Inform Seminole County residents of SHIP assistance	8	8
Identify those at high risk for needed services	7	7
Communicate info to all stakeholders about available transportation services	4	8
Develop better inter-communication among various entities working with older adults	5	4
Develop intervention strategies to enhance utilization of existing initiatives within Seminole County	3	4
Enhance all levels of response processes as it relates to health and safety for aging residents	4	3
Pass city code requiring a developer to include % of low income houses in PUD or opt out and pay fee to the "Repair Trust"	3	3
Identify areas that have not been addressed (in the current research) on seniors	3	3
Develop interface with Charts system to pull age-banded data.	2	4
Collect information re: existing options for senior transportation in Seminole County (public & private options); produce snapshot with visual images	2	3
Perform a scope of need for potentially condemned living spaces of seniors	1	2

Appendix E: Brevard and Orange Counties Commissions on Aging

Brevard Commission on Aging

Mission: To plan for the future of the elder population in Brevard County.

Vision: To create and sustain a community that accommodates, supports, and values aging.

- Advisory Board: Formed February, 2000.
- Mandated by: County Commission Resolution.
- Primary Goal: To create and sustain a community that accommodates, supports, and values aging.
- Membership: 15 members and alternates representing aging services and the elder population.

Responsibilities:

- Is responsible for assembling statistical data that provides a demographic analysis of the current and future population of Brevard's senior population through the year 2010.
- Will also work to develop a baseline measure of the well being of the elder population in the county.
- Is tasked with identifying community resources for seniors, analyzing their strengths, and identifying areas that need improvement.
- Is committed to serving as an important source of information about the state of aging in Brevard County.

Membership Criteria:

- Comprised of 15 members and alternates drawn from the local business community.
- Community representatives are appointed by the organization they represent.
- Appointed in an effort to represent the geographic diversity of the county.

- Gender, race, culture, socio-economic status, and age, shall also be considered.
- Shall be residents of Brevard County, with the only exception being representatives of an agency with no administrative offices in Brevard County.
- Each appointee shall have an interest in planning for the future of Brevard County by supporting the services and infrastructure that benefits all citizens of the county, particularly our elder citizens.

Committees:

- Data Collection and Analysis
- Resource Development
- Community Response
- Legislative

Task force groups have been convened in the following subject areas:

- Education & Employment
- Housing, Health Care
- Long Term Care
- Legal & Safety Issues
- Recreation & Leisure
- Transportation

Staff Support and Budget:

Staff support is provided through the Brevard County Housing and Human Services Department. One, full-time professional, a planner by training, supports the Commission on Aging and two additional commissions of the Board. This individual coordinates the scheduling and documenting of Commission meetings, as well as those of related committees and task forces. She attends and assists with sponsoring Communities for a Lifetime activities conducted by the County and all of its 15 CFAL cities. She serves as an information conduit among the Commission, Brevard County and its municipalities, local service providers, and state level departments.

The Brevard Commission on Aging does not have an operating budget, however it may submit a request for funding to the Board of County Commissioners for specific activities or events.

Orange County Commission on Aging

The **Commission on Aging** was established as an advisory board to the Orange County Board of County Commissioners in July 2001. It was developed as a direct result of a County Interim Commission Task Force that looked at senior issues. This task force of community leaders spent nine months researching older adult issues and listening to the testimony of citizens, caregivers and providers. Their action plan for becoming an elder-friendly community was adopted by the Orange County Board of County Commissioners on March 6, 2001. On July 31, 2001, the Orange County Board of County Commissioners approved Resolution #2001-M-27, which established the Commission on Aging as a permanent advisory board.

Vision & Philosophy:

- **Encouraging an elder-friendly community:**

The Commission on Aging envisions an elder-friendly community that empowers older adults through choices that allow them to support and maintain their independence within their home communities.

- **Improving the quality of life:**

To identify the needs of the senior population and find ways to help by working collaboratively.

The Commission on Aging is not a provider or funder of senior services. It identifies Orange County resources dedicated to older adults and works with local, state and national partners to create an elder-friendly community. By promoting partnerships with organizations, identifying needed programs, and linking services to the citizens, the Commission's goal is to empower older adults to maintain their independence and quality of life within their home community.

Commission on Aging Membership

The Commission on Aging is an advisory board to the Orange County Board of County Commissioners. It consists of a diverse thirteen member voting board that is representative of the Orange County community. Members serve two-year, staggered terms and are appointed through the Membership and Mission Review Board process. In addition to the thirteen member voting board, there is a permanent, ex-officio position for the Chief Executive Officer of the local Area Agency on Aging, the Senior Resource Alliance. The Commission on Aging meets bi-monthly on the second Monday, starting in January.

Committees:

- *Community Partnerships:*

The role of the Community Partnerships Committee is to assist the Commission on Aging with identifying emerging needs in the community. The Community Partnerships Committee is made up of local organizations that work directly with and provide services for older adults, their caregivers and their families. Committee members review the Commission's proposed projects and provide feedback for consideration. With operational and administrative support, the Committee facilitates the realization of the Commission's vision to make Orange County an elder-friendly community.

- *Central Florida Mental Health and Aging Coalition:*

Established in January 2004, the Central Florida Mental Health and Aging Coalition promotes optimal mental health and aging and substance abuse services for older adults in Central Florida through collaboration, advocacy and education. This is the second regional coalition of its kind to be established in Florida and is associated with the statewide Coalition for Optimal Mental Health and Aging. The Office on Aging is one of several agencies that provides staff support to this ad-hoc coalition.

Staff Support and Budget

The Office on Aging, located within the Orange County Health & Family Services Department, provides staff support to the Commission on Aging. Two full time professional staff members support the Commission and senior-related activities throughout Orange County. In cooperation with Orange TV, they support production of several award-winning television programs for and about seniors. The staff also works closely with the Commission's two committees, produce a monthly electronic newsletter, and serve as an information conduit among the Commission, Orange County and its municipalities, local service providers, and state level departments. The budget for the Office on Aging is \$43,000 plus salaries and benefits for its two staff.

Appendix F: References

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Update FY2007/08 and FY2008/09 Tentative Budget

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lisa Spriggs

EXT: 7172

MOTION/RECOMMENDATION:

Board discussion, confirmation and direction as required based on staff update regarding the FY2007/08 and FY2008/09 Tentative Budget.

County-wide

Lisa Spriggs

BACKGROUND:

Information forthcoming.

STAFF RECOMMENDATION:

Staff requests Board confirmation and direction as required regarding the FY2007/08 and FY2008/09 Tentative Budget.

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Garda Avenue Right Of Way Vacate - Continued From 8/28/07

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

[Continued From 8/28/2007]

1. Approve the request to adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E subject to dedication of a ten foot drainage easement.
2. DENY the request to adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.
3. CONTINUE the public hearing until a time and date certain.

District 5 Brenda Carey

Brian M. Walker

BACKGROUND:

This request was continued from the August 28, 2007 Board meeting.

Pam & Melvin Olson, applicants, are requesting to vacate and abandon a portion of the unimproved public right-of-way known as Garda Ave. as shown in Exhibit A and recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E.

The intention of the vacate is to allow for the construction of a circular driveway.

The applicant has provided letters from all applicable utility companies stating “no objections” to the request.

Review by staff of new information, finds that vacating the subject R.O.W. could pose an access problem for emergency vehicles needing to get to the southern end of Garda Avenue.

The vacate, if approved, would be contingent upon the dedication of a ten foot drainage easement to be divided down the center of the vacated R.O.W. and shared by the Olsons, Colleen Schmidt, Robert and Norma Stahl and Dale & Debra Wagner.

STAFF RECOMMENDATION:

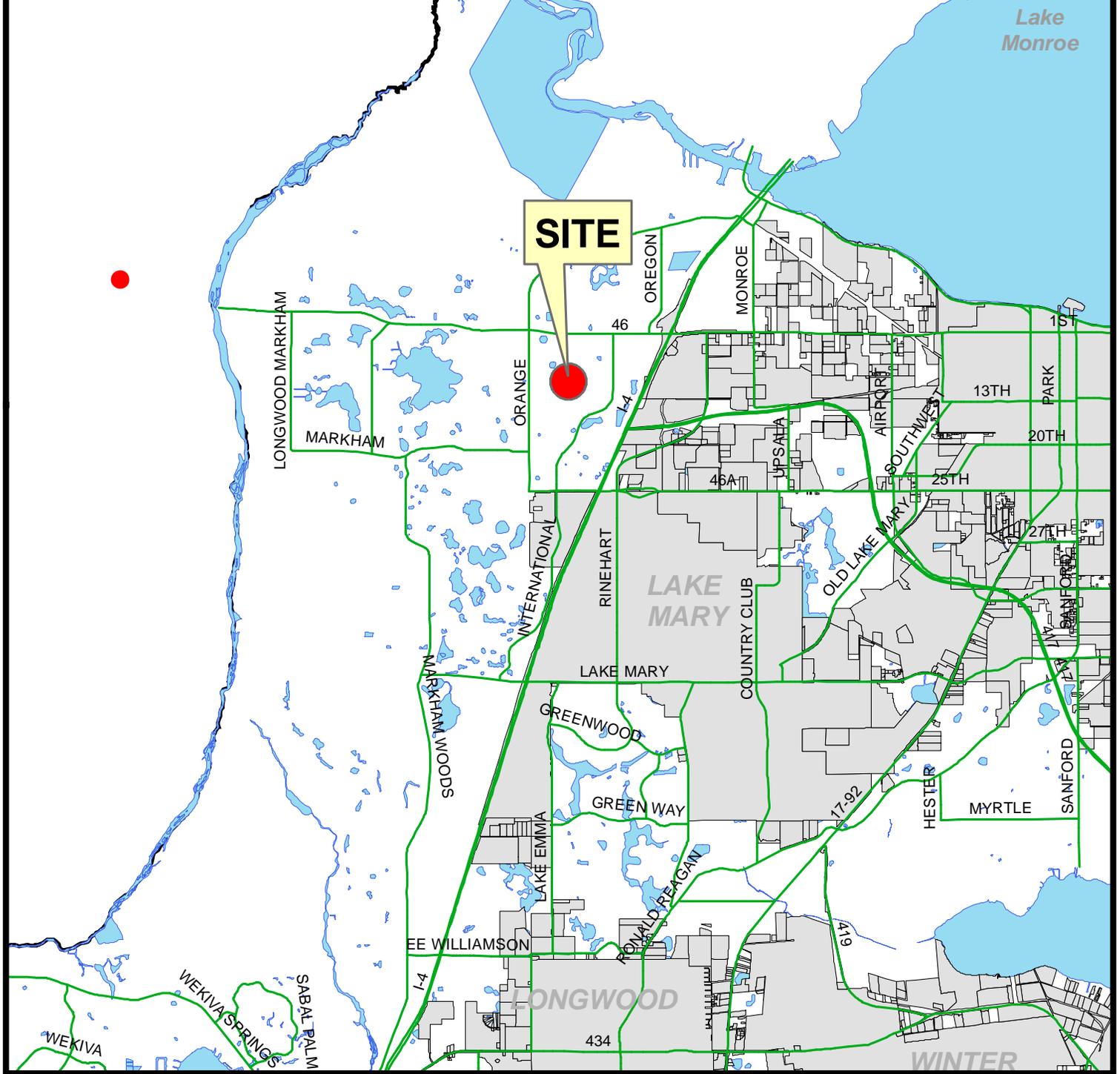
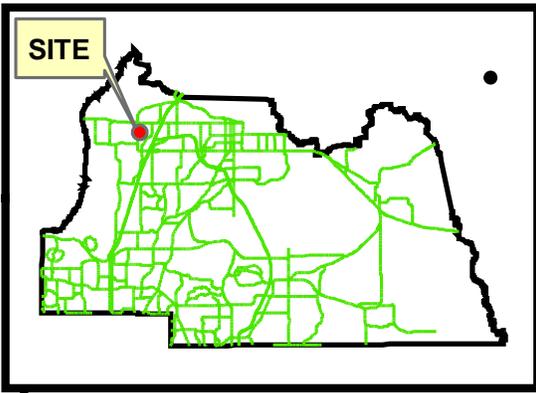
Based upon new information regarding emergency access, staff recommends that the Board deny the request to adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as Garda Avenue as recorded in Plat Book 4, Page 18 in Section 31, Township 19S, Range 30E subject to the dedication of a ten foot drainage easement.

ATTACHMENTS:

1. Area Map - Garda Ave.
2. Location Map - Garda Ave.
3. Aerial Map - Garda Ave.
4. Garda Ave. Resolution
5. Exhibit A - Sketch of Description

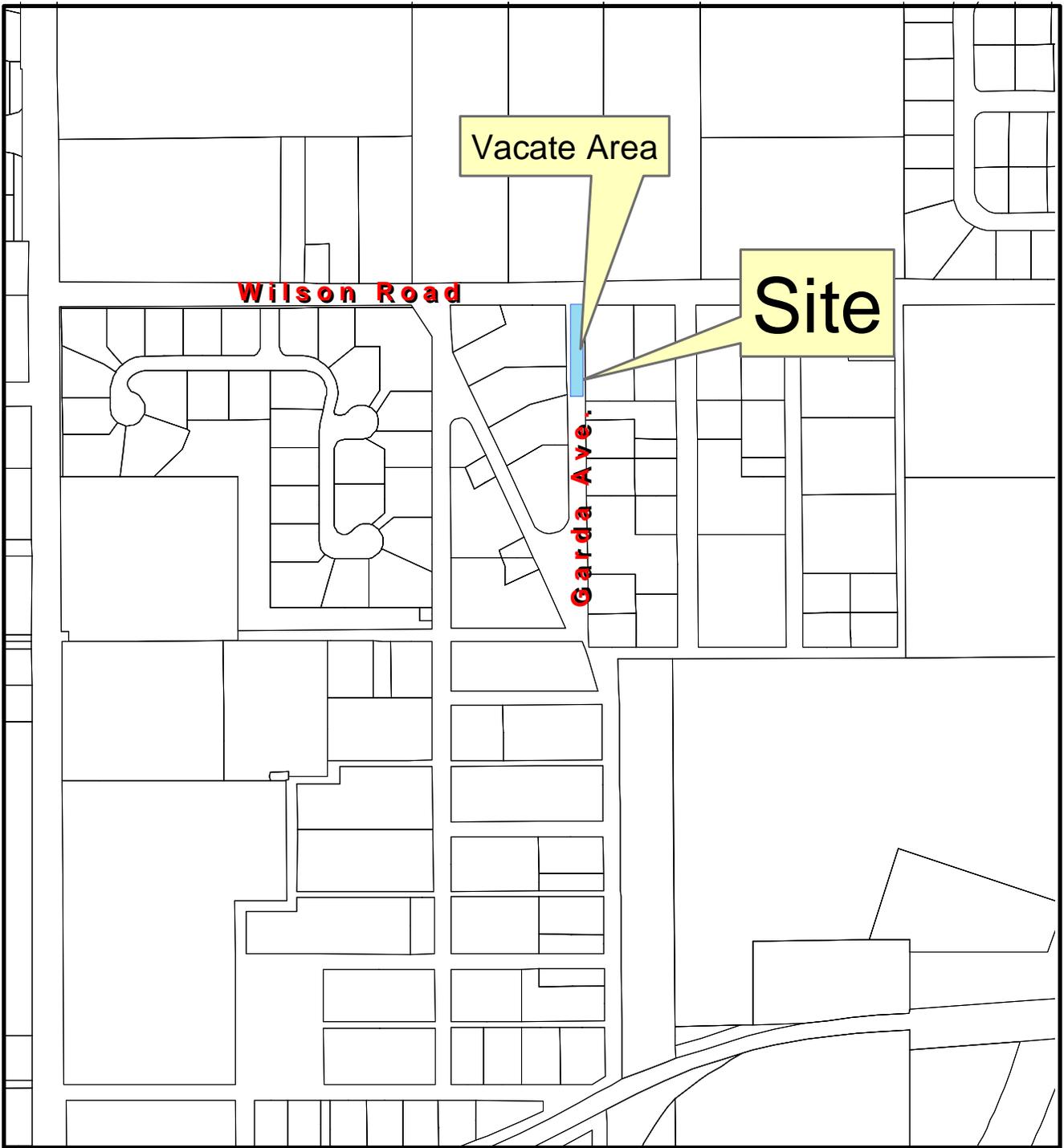
Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-041sitemap.mxd 08/09/06

Area Map Garda Ave. ROW Vacate



**Location Map
Garda Ave. Vacate**





**Aerial Map
Garda Ave. ROW**



RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 25th DAY OF September A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

.....

Whereas, a Petition was presented on behalf of

PAM & MELVIN OLSON

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

SEE EXHIBIT A

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 25TH day of September A.D., 2007.

ATTEST: BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY: CARLTON D. HENLEY
CHAIRMAN

SKETCH OF DESCRIPTION

PREPARED FOR:
MELVIN AND PAM OLSON

THIS IS NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION: THAT PART OF THE RIGHT-OF-WAY OF GARDA AVENUE AS SHOWN ON THE PLAT OF 1st ADDITION TO SYLVAN LAKE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN at the Northwest corner of Lot 105, 1st ADDITION TO SYLVAN LAKE, according to the Plat thereof as recorded in Plat Book 4, Page 18, Public Records of Seminole County, Florida; run thence N 90 degrees 00' 00" W as a basis of bearings a distance of 50.00 feet to the Northeast corner of lot 32, said plat of 1st ADDITION TO SYLVAN LAKE; thence run S 0 degrees 02' 57" W along the east line of lots 32, 31, 30, 29, 28, and 27 of said plat a distance of 260.00 feet; thence run S 90 degrees 00' 00" E a distance of 50.00 feet to the Southwest corner of lot 109 of said plat of 1st ADDITION TO SYLVAN LAKE; thence run N 0 degrees 02' 57" E along the west line of lots 109, 108, 107, 106, and 105 a distance of 260.00 feet to the POINT OF BEGINNING. Subject to an easement for drainage purposes over the West 10.0 feet of the East 30 feet thereof, Contains 0.298 acres more or less.

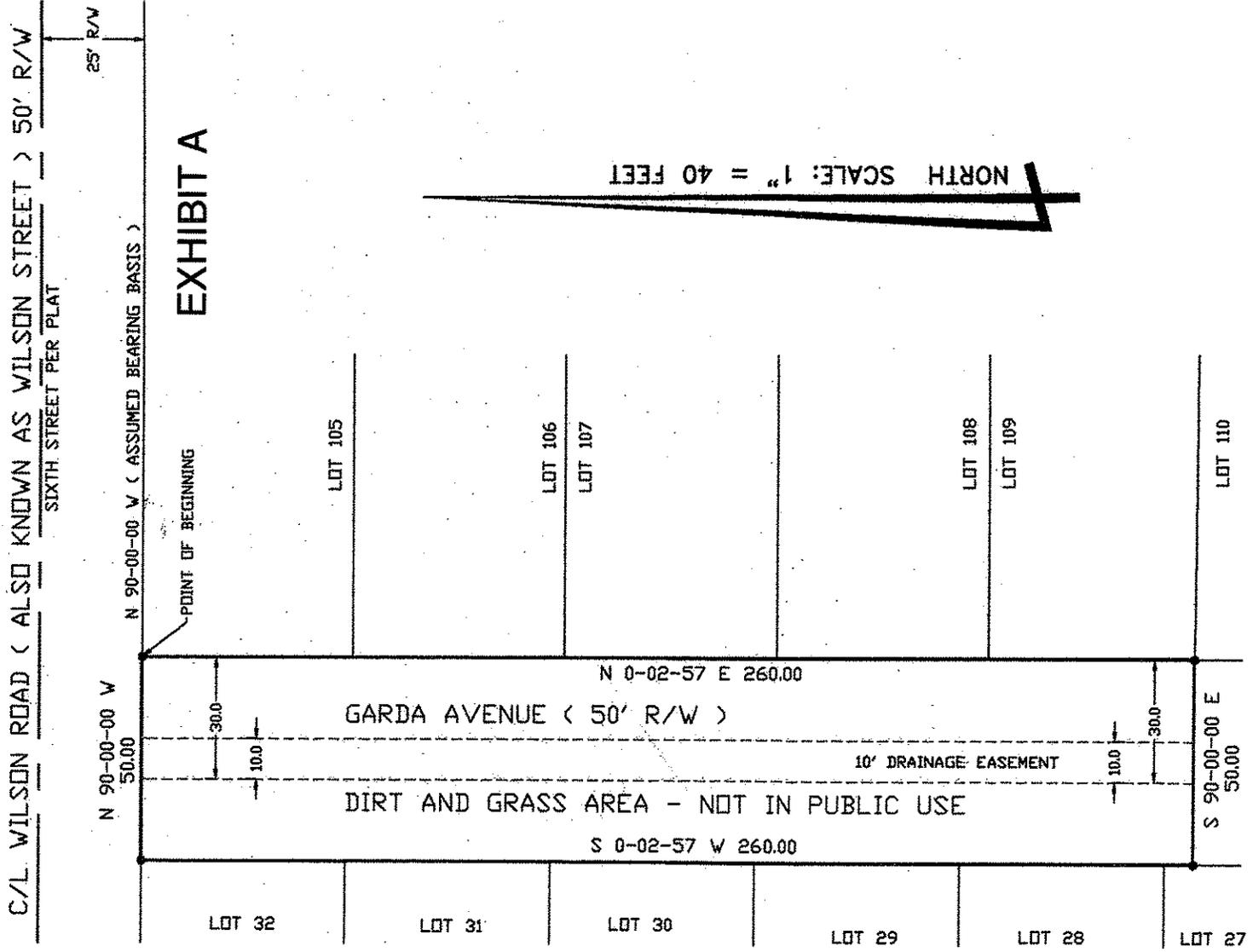


EXHIBIT A

SURVEYOR'S NOTES:

SKETCH OF DESCRIPTION - NOT A SURVEY

THIS DOCUMENT IS NOT BASED UPON A FIELD SURVEY. THE DESCRIPTION HEREON IS BASED UPON INFORMATION PROVIDED BY THE CLIENT, AND UPON THE PUBLIC RECORDS MENTIONED HEREON. NO ABSTRACT OF TITLE IS IMPLIED WITHIN THIS DOCUMENT. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL EASEMENTS, RESTRICTIONS, AND / OR RIGHTS-OF-WAY FOR WHICH LEGAL DESCRIPTIONS WERE NOT PROVIDED. ALL LINEAR MEASUREMENTS ARE DENOTED IN DECIMAL FEET UNLESS SPECIFICALLY NOTED OTHERWISE. ALL BEARINGS AND / OR ANGLES ARE DENOTED IN DEGREES - MINUTES - SECONDS.

I CERTIFY THAT THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 472.

THIS DOCUMENT PREPARED BY:

PATRICK K. VANDERWYDEN, PLS
LAND SURVEYING SERVICES
6419 VINELAND ROAD
ORLANDO, FLORIDA 32819

DATE: 6/13/07

Patrick K. Vanderwyden PLS
PATRICK K. VANDERWYDEN, PLS
FLORIDA REGISTRATION # 5154

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: MSBU - Lake Myrtle Restoration MSBU Ordinance

DEPARTMENT: Fiscal Services

DIVISION: MSBU

AUTHORIZED BY: Lisa Spriggs

CONTACT: Kathy Moore

EXT: 7179

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an ordinance establishing Lake Myrtle Restoration MSBU.

District 4 Carlton D. Henley

Kathy Moore

BACKGROUND:

Property owners have expressed a desire to create an MSBU for lake restoration at the southern cove of Lake Myrtle. The scope of service for the proposed restoration has been formalized through on-going interactions involving the County's Lake Management Program, the MSBU Program, the lake front property owners and representation from various state agencies. The Petition for Improvement, whereby the property owners requested the creation of this MSBU, demonstrated a 77% support rate [20 in favor, 2 opposed; 4 no response].

The improvement to be provided via MSBU funding is detailed in the Ordinance document and includes removal of detrimental vegetation and sediment in the southern most cove of the lake, the creation of wildlife refuge spoil islands, herbicide treatment of targeted restoration zone, and replanting of native aquatic vegetation followed by on-going aquatic weed control maintenance via the "Friends of Lake Myrtle, Inc."

The ordinance sets forth the necessary provisions to establish the requested restoration in a manner in which all applicable waterfront parcel owners share equally in the cost of the improvement project. There are twenty-nine waterfront parcels included in the boundaries of the MSBU. Per Department of Revenue [DOR] classification, 3 are government (2 County owned and 1 owned by the City of Longwood) and twenty-six are residential. As per statutory guidelines, the government based parcels will be excluded from assessment allocation.

The estimated cost per residential parcel is \$3,665.00, with provisions not to exceed \$3,800.00 without prior consent of 65% or more of the benefiting properties. The final cost per parcel will be determined after completion of the project. To enhance the affordability of the project, term financing will be offered. The estimated annual per parcel assessment with 10-year financing is \$475.00.

Creation of this MSBU will necessitate contract management, performance monitoring through site evaluation, and preparation/processing of assessments for collection on an installment basis. It is anticipated that all required support activities can be handled internal to the County with assistance from existing resources within the Lake Management Program of the Public

Works Department's Roads-Stormwater Division and the MSBU Program of the Fiscal Services Department. The restoration work will be accomplished through contracted services. The full scope of the projects is anticipated to take place over a one year period from the time the project commences. The administrative fee to be collected will supplement resource allocation requirements. The Lake Management Program, consistent with program and budgetary guidelines is designating up to \$25,000 in support of the restoration project.

If the requested MSBU is approved by the Board, the restoration work will begin immediately (weather/conditions permitting) with the budgeted funds to be encumbered within the current fiscal year and carried forward to next fiscal year.

STAFF RECOMMENDATION:

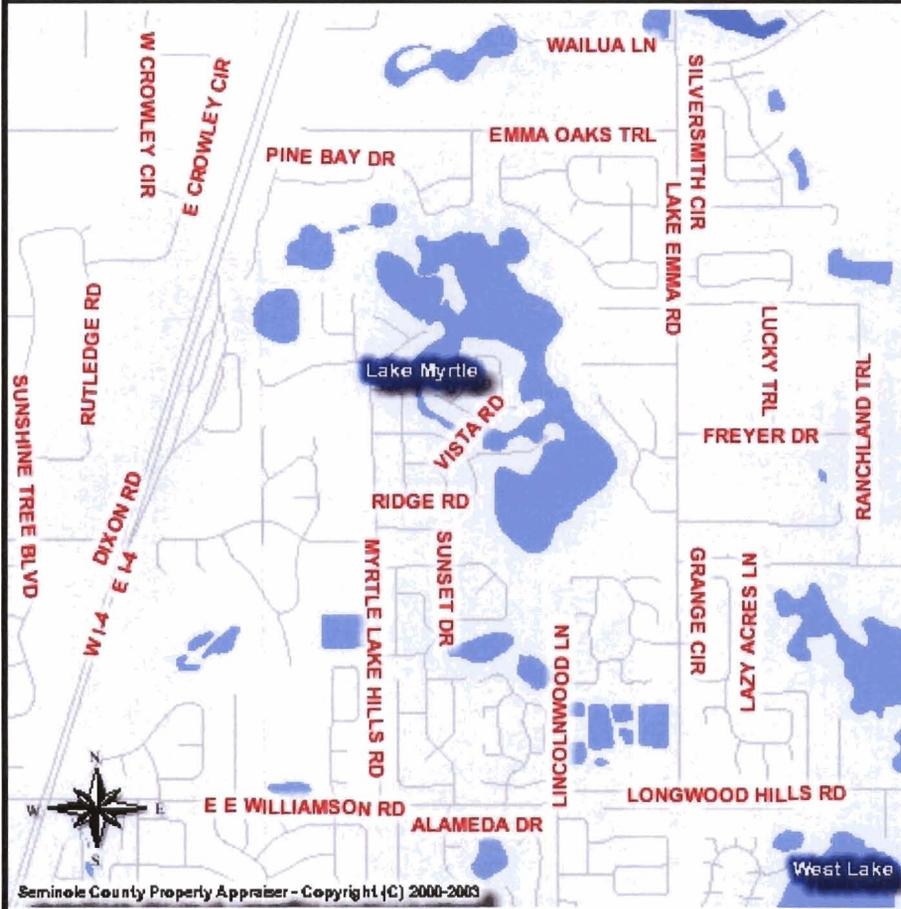
Staff recommends the Board approve and authorize the Chairman to execute an ordinance establishing the Lake Myrtle Restoration MSBU.

ATTACHMENTS:

1. Maps and Aerials
2. Economic Impact Statement
3. Ordinance

Additionally Reviewed By:

County Attorney Review (Ann Colby)



Seminole County Property Appraiser - Copyright (C) 2000-2003

DAVID JOHNSON, CFA, ASA

PROPERTY APPRAISER

SEMINOLE COUNTY FL.

1101 E. FIRST ST
SANFORD, FL 32771-1468
407-665-7506

Legend

-  County Boundary
-  Streets
-  Hydrology

ECONOMIC IMPACT STATEMENT

DATE: September 25, 2007

DEPT./DIVISION: Fiscal Services/MSBU Program

CONTACT PERSON: Kathy Moore

EXTENSION: 7179

DESCRIBE PROJECT/PROPOSAL: Creating the LAKE MYRTLE RESTORATION MUNICIPAL SERVICES BENEFITS UNIT for the purpose of improving the water quality and lake condition via the removal of detrimental vegetation and sediment in the southern most cove of the lake, the creation of wildlife refuge spoil islands, and herbicide treatment for a period of twelve months within the targeted restoration zone/islands.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE OPERATION OF THE COUNTY: Creation of this MSBU will necessitate contract management, performance monitoring through site evaluation, and preparation/processing of assessments for collection on an installment basis. It is anticipated that all required support activities can be handled internal to the county with assistance from existing resources within the Lake Management Program of the Public Works Department's Roads-Stormwater Division and the MSBU Program of the Fiscal Services Department. The full scope of the projects is anticipated to take place over a one year period from the time the project commences. The operating impact to both Departments over the span of this project is anticipated to be in the range of 40 to 60 hours. For subsequent years, minimal impact (less than 10 hours annually) is anticipated in follow-up support. The administrative fee to be collected will cover resource allocation requirements. The Lake Management Program, as consistent with program and budgetary guidelines is designating up to \$25,000 in support of the restoration project.

DESCRIBE THE DIRECT ECONOMIC IMPACT OF THE PROJECT/ PROPOSAL UPON THE PROPERTY OWNERS/TAX PAYERS/CITIZENS WHO ARE EXPECTED TO BE AFFECTED: The ordinance will set forth the necessary provisions to establish the requested restoration of Lake Myrtle in a manner in which all applicable waterfront parcel owners share equally in the cost of the defined restoration project. There are twenty-nine waterfront parcels included in the boundaries of the MSBU. Per Department of Revenue classification 3 are government agencies and twenty-six are residential. As per statutory guidelines, the government based parcels will be excluded from assessment allocation. The estimated cost per residential parcel is \$3,665.00, with provisions not to exceed \$3,800.00 without prior consent of 65% or more of the benefiting properties. The final cost per parcel will be determined after completion of the project. To enhance the affordability of the project, financing is anticipated. The estimated annual per parcel assessment with 10-year financing is \$475.00.

IDENTIFY ANY POTENTIAL INDIRECT ECONOMIC IMPACTS, POSITIVE OR NEGATIVE WHICH MIGHT OCCUR AS A RESULT OF THE PROJECT PROPOSAL: Positive impacts are realized in terms of improved water quality, increased use of the lake, and improved lake conditions.

ORDINANCE

AN ORDINANCE CREATING THE LAKE MYRTLE RESTORATION MUNICIPAL SERVICES BENEFIT UNIT TO BE CREATED FOR THE PURPOSE OF IMPROVING WATER QUALITY AND LAKE CONDITIONS FOR THE SOUTHERN MOST COVE OF LAKE MYRTLE; PROVIDING IDENTIFICATION OF PROPERTY INCLUDED IN SAID UNIT; PROVIDING FOR THE GOVERNING OF SAID UNIT BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING THE ASSESSMENT FORMULA; PROVIDING A LIST OF ESTIMATED ANNUAL ASSESSMENTS FOR ASSESSMENT AND COLLECTION BY THE UNIFORM METHOD PURSUANT TO SECTION 197.3632, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, INCLUSION IN CHAPTER 160, SEMINOLE COUNTY CODE, AND AN EFFECTIVE DATE

WHEREAS, the Board of County Commissioners of Seminole County, Florida has the authority to establish a Municipal Services Benefits Unit pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of Municipal Services Benefits Units, and the proposed LAKE MYRTLE RESTORATION MUNICIPAL SERVICES BENEFITS UNIT will be administered under the criteria as established by the Board of County Commissioners for said Municipal Services Benefits Units; and

WHEREAS, the benefiting property owners have expressed a desire to create an MSBU for lake restoration at the southern cove of Lake Myrtle according to the scope of service developed through on-going interactions involving the County's Lake Management Program, the MSBU Program, the lake front

property owners and representation from various state agencies; and

Whereas, the project by definition is to include the removal and relocation of detrimental vegetation and sediment, the creation of wildlife refuge spoil islands using the removed vegetation and sediment, subsequent herbicide treatment of the targeted restoration area for twelve months in conjunction with the establishment of the referenced wildlife refuge islands, the replanting of beneficial native plants along the shoreline utilizing volunteer labor provided by lakefront property owners under the directions of County biologists, and on-going aquatic weed control maintenance being provided through private funding via the "Friends of Myrtle Lake, Inc." which is a resident managed lake management association; and

Whereas, the establishment of wildlife refuge spoil island has been requested by the property owners as an affordable alternative to relocation of the removed materials to an offsite disposal location; and

Whereas, the natural decay and material consolidation, and compacting cycles have been presented, explained, and reviewed with the lake front property owners; and

Whereas, the establishment of wildlife refuge spoil islands is authorized per state agency directives; and

Whereas, the property owners have been advised that the implementation and completion of the Lake Myrtle improvement

project is conditional on the Lake Myrtle water level being at an elevation that will provide suitable entrance and egress of the required equipment, and that if the water level exceeds the workable level, the project will be postponed until conditions are more favorable.

WHEREAS, an Economic Impact Statement has been prepared and is available for public review in accordance with the provisions set forth in the Seminole County Home Rule Charter; and

Whereas, the Board of County Commissioners has approved the hereinafter described project;

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

Section 1. SHORT TITLE. This Ordinance shall be known and referred to as the Lake Myrtle Restoration Municipal Services Benefit Unit Ordinance.

Section 2. CREATING UNIT; IMPROVEMENTS There is hereby created within Seminole County, the Lake Myrtle Restoration Municipal Services Benefit Unit for the purpose of providing improved water quality and lake conditions in the southern most cove of the lake according to the project scope detailed in Exhibit A, which is inclusive of the removal and relocation of detrimental vegetation and sediment, the creation of wildlife refuge spoil islands using the removed vegetation and sediment, subsequent herbicide treatment of the

targeted restoration zone for twelve consecutive months in conjunction with the establishment of the referenced wildlife refuge islands, the replanting of beneficial natives along the shoreline utilizing volunteer labor provided by the lakefront property owners, and on-going aquatic weed control maintenance being provided through private funding via the "Friends of Myrtle Lake" association. Said unit shall encompass the project as detailed in Exhibit A, the cost projections and funding as outlined in Exhibit B. The properties listed in Exhibit C which are located within unincorporated Seminole County, Florida shall be included within said unit.

The MSBU Program working in conjunction with the Seminole County Lake Management Program of the Public Works Department's Roads-Stormwater Division will select the service provider(s) according to established contractual provisions. The Seminole County Lake Management Program will schedule interactions with the contracted service provider(s) to monitor contracted activities.

Section 3. POWERS AND DUTIES OF BOARD. The unit shall be governed by the Board of County Commissioners of Seminole County, Florida, which board shall have the following powers and duties:

(a) To provide for the collection and disbursement by the County of such funds as may be necessary to pay the expenses for lake restoration activities within the unit.

(b) To provide for or contract for lake restoration activities as set forth in Section 2.

(c) To levy non-ad valorem assessments upon property abutting, adjoining and contiguous to such lake restoration areas when such property is specially benefited by such lake restoration activities.

(d) To levy non-ad valorem assessments upon any property which is specially benefited and/or abuts, adjoins and is contiguous to such lake restoration activities, but which may have been omitted from the hereinafter described assessment listing, upon giving sufficient notice to the owners of such property and holding a public hearing to consider any comments, objections or other relevant information to arrive at such decision to levy such non-ad valorem assessments.

(e) To provide the funding and financing through MSBU Program funds as budgeted and designated for establishing such improvements authorized by the administrative procedures for Municipal Services Benefits Units.

Section 4. INTEREST AND ADMINISTRATIVE COSTS. All property owners desiring to pay in ten annual installments will be assessed interest at a projected rate of approximately five and 50/100 percent (5.5%). All property owners will be assessed administrative costs, as promulgated under the Municipal Services Benefit Unit procedures, and per cost projection detailed in Exhibit B.

Section 5. ASSESSMENT FORMULA. The assessment formula used to determine the amount to be assessed to each eligible property specially benefited from the lake restoration is one (1) benefit unit per parcel. Said special assessments shall constitute a lien upon the lands assessed. Pending collection by the County of such special assessments, as provided herein, the County may spend from its Municipal Services Benefit Unit Fund such sums as may be necessary to complete the restoration project, and the County will be reimbursed to such extent at such time assessments are collected.

Section 6. LIST OF ASSESSMENTS. The affected properties are listed in Exhibit C. The estimated cost per parcel is \$3,665.00 as listed in Exhibit B with provisions not to exceed \$3,800.00 without petitioned property owner support of 65% or greater. Final assessment will be determined according to actual cost of the project and will be reviewed for Board approval at a public hearing following the completion of the removal and excavating phase of the project whereby the wildlife spoil islands are created and monthly herbicide treatments have been contracted.

Section 7. METHOD OF ASSESSMENT AND COLLECTION. All non-ad valorem assessments which may result as herein provided for in Exhibits B, Exhibit C and Section 6 shall be assessed and collected by the uniform method adopted by the Seminole County Board of County Commissioners, pursuant to Section 197.3632, Florida Statutes.

Section 8. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 9. INCLUSION IN CODE. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that Sections 8, 9 and 10 shall not be codified.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect upon receipt of official acknowledgment by the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

ENACTED this 25th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley, Chairman

Exhibit A

Lake Myrtle Restoration MSBU Project Scope

The lake restoration improvements for Lake Myrtle will include:

- 1) Removal/relocation of related sediment via mechanical means,
- 2) Clear cutting and removal of vegetation via mechanical means,
- 3) Establishing several wildlife refuge spoil islands utilizing the vegetation and sediment removed from designated improvement areas and per guidelines for such islands,
- 4) Herbicide treatment for a 12-month period in conjunction with the creation of wildlife refuge spoil islands,
- 5) Replanting of beneficial native plants along the shoreline as per the directives of a County biologist, and utilizing volunteer labor provided by the lakefront property owners.

The wildlife refuge spoil islands will be located on parcel 25-20-29-501-0L01-0000 which is owned by Seminole County BCC and is classified "river/lake/submerged". The requested lake restoration improvements funded through the MSBU will not include an on-going aquatic weed control maintenance after the initial 12-month period noted in (4) above is completed. The aquatic weed control after this 12 month period will be provided by the "Friends of Myrtle Lake, Inc.", a community association specifically established for the purpose of maintaining the lake. The improvement plan details, as discussed with and provided to the benefiting properties are further defined in Exhibits A1 and A2.

Exhibit A-1

Lake Myrtle Restoration MSBU Project Specifics

The lake restoration project scope includes removing and/or excavating organic matter up to a depth of two feet within the approximated nine acres in the south cove of Lake Myrtle. This organic matter is to be scrapped and moved to two locations in Lake Myrtle for the creation of wildlife spoil islands pursuant of the aquatic plant permit conditions provided by the Florida Department of Environmental Protection Bureau of Invasive Plant Management. The areas to be excavated and the approximate location of the proposed wildlife spoil islands are identified on the map identified as Exhibit A-2.

Wildlife spoil island 1, located off the southern side of Twin Lakes Road (from cul-de-sac to 1015 Twin Lakes Road), is not to exceed a height greater than the elevation of the road. Wildlife spoil 2 is approximated to be 200 feet by 200 feet by 20 feet tall. Upon consolidation of these spoils, installation of beneficial native plants at the base (such as pickerel weed and duck potato) and trees (such as cypress and bay) shall be installed. These plantings will be included in the project to facilitate greater stabilization and utilization by waterfowl.

For areas outside of the excavation boundary, vegetation will be mowed/mulched using equipment with a front-end blade. The areas to be mowed/mulched are identified on the map identified as Exhibit A-2. The acreage amount associated with this portion of the scope is dependent on equipment capabilities. This restriction is based upon organic matter that is greater than four feet in depth in which equipment is unable to operate. Property owners affected by this restriction were personally advised on August 15th and are located at: 1830 Lake Emma Road, 1840 Lake Emma Road and 1500 Lincolnwood Lane.

Upon completion of the excavation phase, the project will include a twelve month herbicide contract. The herbicide treatment will include approximately twenty acres of the south cove of Lake Myrtle. Thereafter, responsibility of maintaining an herbicide contract at the appropriate frequency will be conducted through the Friends of Myrtle Lake, INC. (a resident managed lake association).

The project will include the introduction/planting of native plant material as required by aquatic plant permit conditions issued by the Florida Department of Environmental Protection

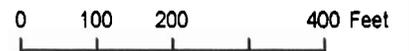
Bureau of Invasive Plant Management. These plants must be installed by the lakefront property owners and/or volunteers with the assistance of County biologists. Replanted areas are to be located along the lake shoreline.

General factors that may arise during the excavation phase includes temporary odors, visual decay of vegetation and transition to the establishment of beneficial native plants and any unforeseen circumstances.

This project is conditional on weather as water elevation will greatly reduce scope of restoration. Should water elevation exceed the criteria needed for excavation equipment, project will be postponed until conditions are more favorable.

Exhibit A-2

Lake Myrtle Restoration MSBU
MAP - Excavation & Wildlife Refuge Spoil Island



Legend

Area to be de-mucked	Muck Depths in Feet
Excavated	0.0 - 2.0
Mowed/Mulched	2.1 - 3.0
Possible Mow/Mulch	3.1 - 3.9
Parcels	4.0
	4.1 - 5.0

MYRTLE LAKE RESTORATION

These are graphic representations of the Public Works Project and do not necessarily represent the true extent or location of the project.

Exhibit B

Lake Myrtle Restoration MSBU Estimated Project Cost & Funding

Estimated Cost of Improvement Funded by the MSBU:

Vegetation and sediment removal	\$ 85,500.00
Contingency Fee (10%)	\$ 8,550.00
Administrative Fee	<u>\$ 1,200.00</u>

Total Estimated Expense Funded by the MSBU: \$ 95,250.00*

(*with provisions not to exceed \$98,800.00)

Estimated Total Cost Per Property:

The estimated assessment per parcel is \$3,665.00 if paid at time of project completion. The Ordinance includes provisions whereby the assessment per property shall not exceed \$3,800.00 unless so supported by 65% of the benefiting owners through a petition process.

The estimated per parcel annual installment assessment to be included on the property tax bill based on the estimated cost of \$3,665.00 per parcel with a recommended 10-year term at an interest rate of 5.5% will be approximately \$475.00. The final installment assessment will be dependent on actual project costs and financing terms authorized the by Board of County Commissioners.

Additional Cost of Improvements Funded by the Public Works Department's Roads-Stormwater Division:

Herbicide treatment for a 12-month period in conjunction with the establishment of the wildlife refuge spoil islands and replanting of beneficial native plants:

\$ 25,000.00

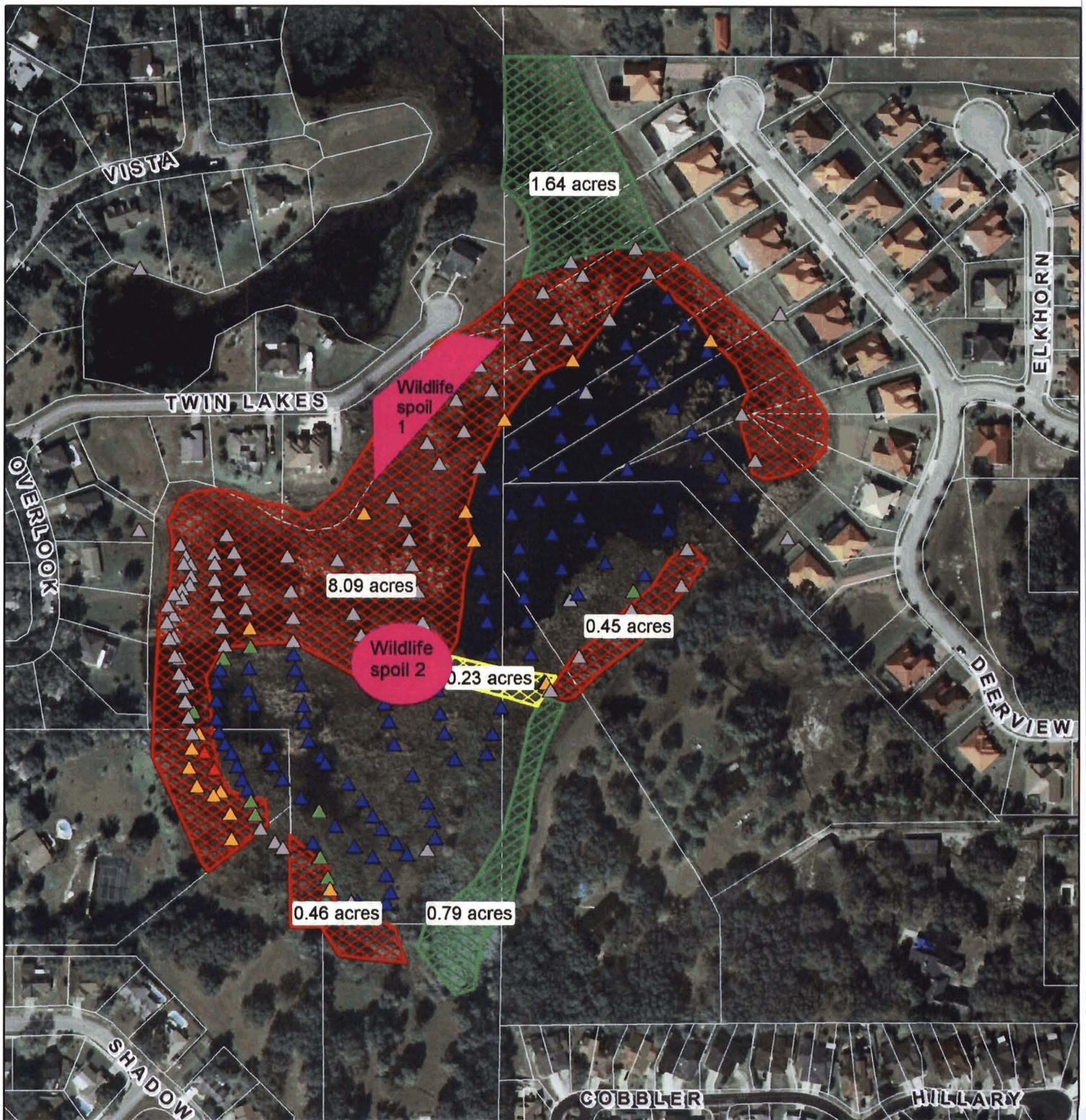
Estimated Total Expense For Project: \$120,250.00

Exhibit C
Lake Myrtle Restoration MSBU
Benefiting/Assessed Parcels

The following parcels are included for cost share assessment in the Lake Myrtle Restoration MSBU:

PID	LEGAL DESCRIPTION	PROPERTY ADDRESS	PROPERTY OWNER
30-20-30-515-0000-0200	LOT 20 HIDDEN COVE PB 58 PGS 82 - 83	1972 DEERVIEW PL	DENMAN JERRY M
30-20-30-515-0000-0210	LOT 21 HIDDEN COVE PB 58 PGS 82 - 83	1968 DEERVIEW PL	RATCLIFF W ALAN & DIANE E
30-20-30-515-0000-0220	LOT 22 HIDDEN COVE PB 58 PGS 82 - 83	1964 DEERVIEW PL	JAHAGIRDAR SUDIR R & PALAVI S
30-20-30-515-0000-0230	LOT 23 HIDDEN COVE PB 58 PGS 82 - 83	1960 DEERVIEW PL	MURZA JAN J & GABRIELA M
30-20-30-515-0000-0240	LOT 24 HIDDEN COVE PB 58 PGS 82 - 83	1956 DEERVIEW PL	GARCIA FERNANDO A & SANDY P
30-20-30-515-0000-0250	LOT 25 HIDDEN COVE PB 58 PGS 82 - 83	1952 DEERVIEW PL	SOLVERSON JANE
30-20-30-515-0000-0260	LOT 26 HIDDEN COVE PB 58 PGS 82 - 83	1948 DEERVIEW PL	PRESTON CHRISTOPHER & CAROL
30-20-30-515-0000-0270	LOT 27 HIDDEN COVE PB 58 PGS 82 - 83	1944 DEERVIEW PL	HARRIS JACKSON & SANDY
30-20-30-515-0000-0280	LOT 28 HIDDEN COVE PB 58 PGS 82 - 83	1940 DEERVIEW PL	GILLESPIE MARK S & MOIRA A
30-20-30-515-0000-0290	LOT 29 HIDDEN COVE PB 58 PGS 82 - 83	1936 DEERVIEW PL	BELLAIRE PARKER J
30-20-30-515-0000-0300	LOT 30 HIDDEN COVE PB 58 PGS 82 - 83	1932 DEERVIEW PL	LAUZIER ANDRE E & TERESA A
30-20-30-515-0000-0310	LOT 31 HIDDEN COVE PB 58 PGS 82 - 83	1928 DEERVIEW PL	LE NGUYEN SIMON & DOAN KIM N
30-20-30-515-0000-0320	LOT 32 HIDDEN COVE PB 58 PGS 82 - 83	1924 DEERVIEW PL	MOFFETT WILLIAM E JR & LAURA O
30-20-30-300-007F-0000	LEG SEC 30 TWP 20S RGE 30E BEG 334.36 FT N & 287.64 FT W OF SE COR OF SW 1/4 OF NW 1/4 RUN N 43	1840 LAKE EMMA RD	BALLENTINE RE II & GLENDA J
30-20-30-300-007E-0000	LEG SEC 30 TWP 20S RGE 30E BEG W 1/4 COR RUN N 881.31 FT S 32 DEG 34 MIN E 793.89 FT S TO S	1830 LAKE EMMA RD	BREWER JOHN W II & RUTHIE D

PID	LEGAL DESCRIPTION	PROPERTY ADDRESS	PROPERTY OWNER
25-20-29-300-0200-0000	LEG SEC 25 TWP 20S RGE 29E BEG 590 FT E OF NW COR OF E 1/2 OF GOVT LOT 2 RUN E	1500 LINCOLNWOOD LANE	IRANI RUSTOM & SARVAR
25-20-29-300-0010-0000	LEG SEC 25 TWP 20S RGE 29E BEG 70.75 FT S & 1167.2 FT E OF NW COR GOVT LOT 2 RUN W 248.72 FT	1373 WINDY RIDGE CT	SEPHTON BRIAN T & KLINGENBERG ANITA
25-20-29-501-0000-0120	LEG LOT 12 & S 25 FT OF LOT 13 MYRTLE LAKE HILLS PB 13 PG 9	1091 RIDGE RD	HOBKIRK MATTHEW A & GRETCHEN G
25-20-29-501-0000-0130	LEG LOT 13 (LESS S 25 FT) MYRTLE LAKE HILLS PB 13 PG 9	1081 RIDGE RD	YOUNG STEVEN D & KIMBERLY
25-20-29-501-0000-0150	LEG LOT 15 MYRTLE LAKE HILLS PB 13 PG 9	1607 OVERLOOK RD	KARL DON M & KATHLEEN I
25-20-29-501-0000-0160	LEG LOT 16 MYRTLE LAKE HILLS PB 13 PG 9	1617 OVERLOOK RD	JACOBS JEFF S
25-20-29-501-0000-0170	LEG LOT 17 MYRTLE LAKE HILLS PB 13 PG 9	1621 OVERLOOK RD	JANTOSCIAK ROBERT S
25-20-29-501-0000-0190	LEG LOT 19 MYRTLE LAKE HILLS PB 13 PG 9	1041 TWIN LAKES RD	HILLIS JENNIFER M
25-20-29-501-0000-0200	LOT 20 & W 30 FT OF LOT 21 MYRTLE LAKE HILLS PB 13 PG 9	1021 TWIN LAKES RD	MILEY NOEL A
25-20-29-501-0000-0210	LOT 21 (LESS W 30 FT) & LOT 22 MYRTLE LAKE HILLS PB 13 PG 9	1015 TWIN LAKES RD	NGUYEN PHUOC & YEN THIKIM T
25-20-29-501-0000-0230	LEG LOT 23 MYRTLE LAKE HILLS PB 13 PG 9	1000 TWIN LAKES RD	GUILLEMETTE ALBERT J



Legend

Area to be de-mucked	Muck Depths in Feet
Excavated	▲ 0.0 - 2.0
Mowed/Mulched	▲ 2.1 - 3.0
Possible Mow/Mulch	▲ 3.1 - 3.9
Parcels	▲ 4.0
	▲ 4.1 - 5.0

MYRTLE LAKE RESTORATION

These are graphic representations of the Public Works Project and do not necessarily represent the true extent or location of the project.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: E. Semoran Blvd./Snowball Dental Lab Rezone RP to OP

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Herman Wright

EXT: 7353

MOTION/RECOMMENDATION:

The applicant is requesting that the item be withdrawn at this time.

District 3 Dick Van Der Weide

Herman Wright

BACKGROUND:

The applicant is reconsidering their application at this time and wishes to withdraw this request.

STAFF RECOMMENDATION:

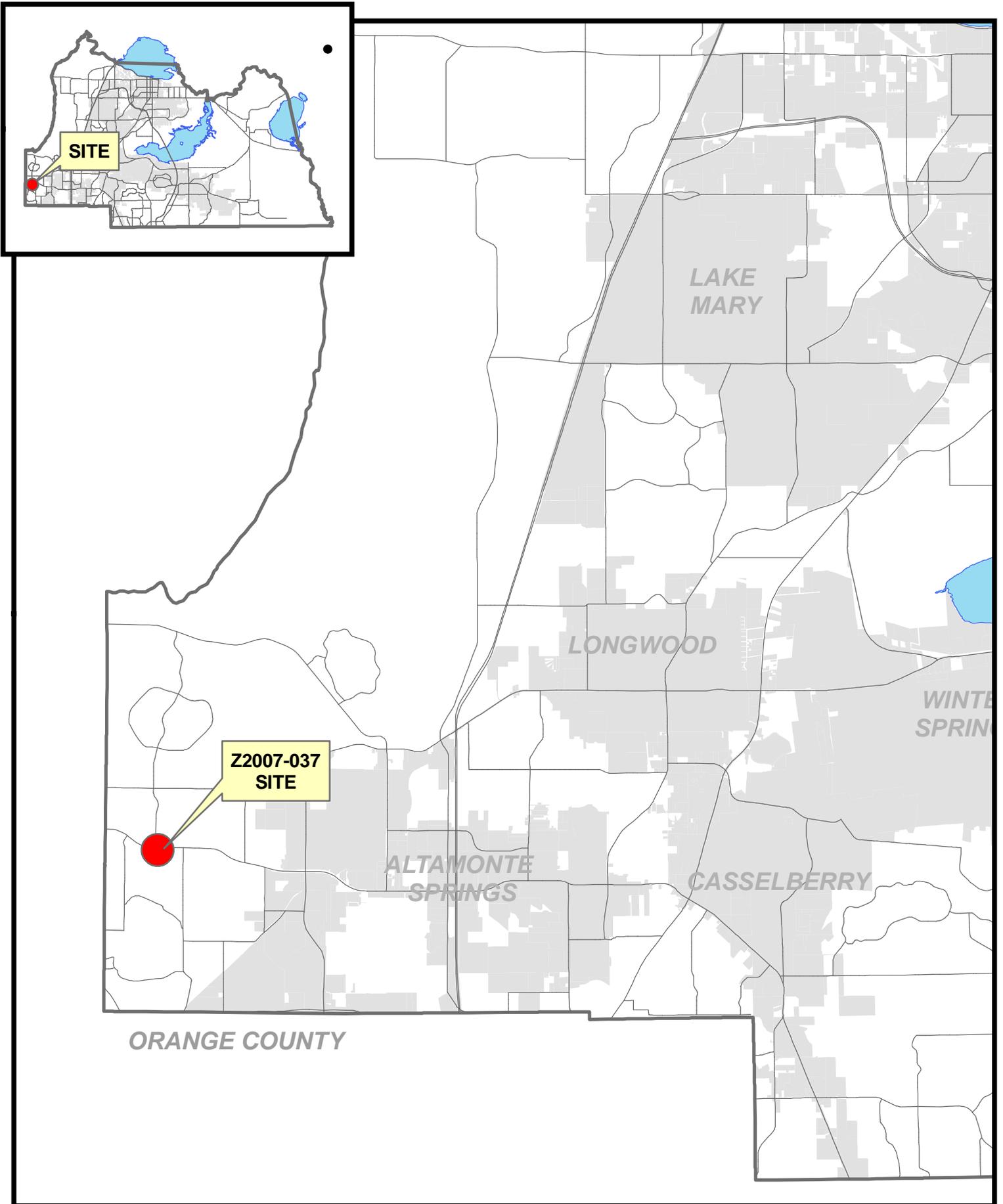
Staff has no recommendation at this time.

ATTACHMENTS:

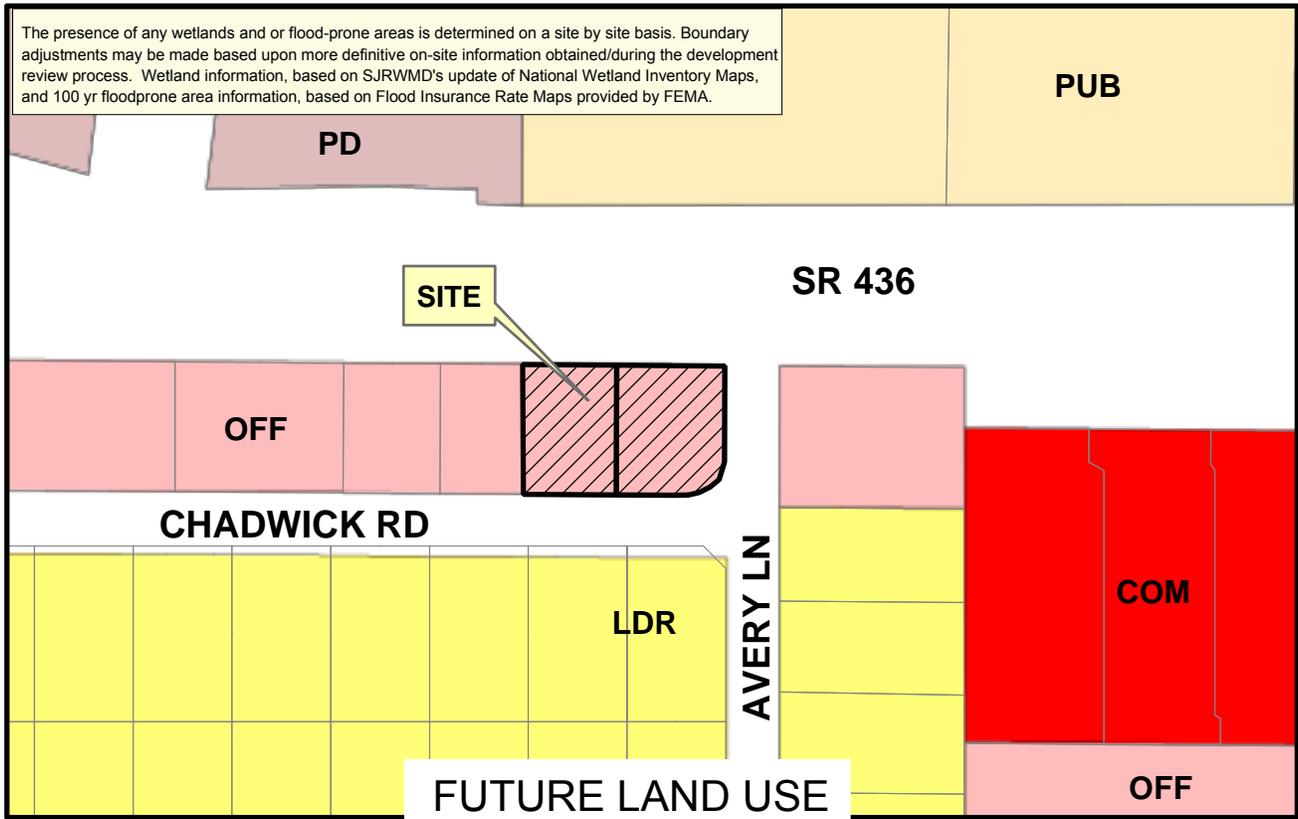
1. Location Map
2. Zoning & Future Land Use Map
3. Aerial Map

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)



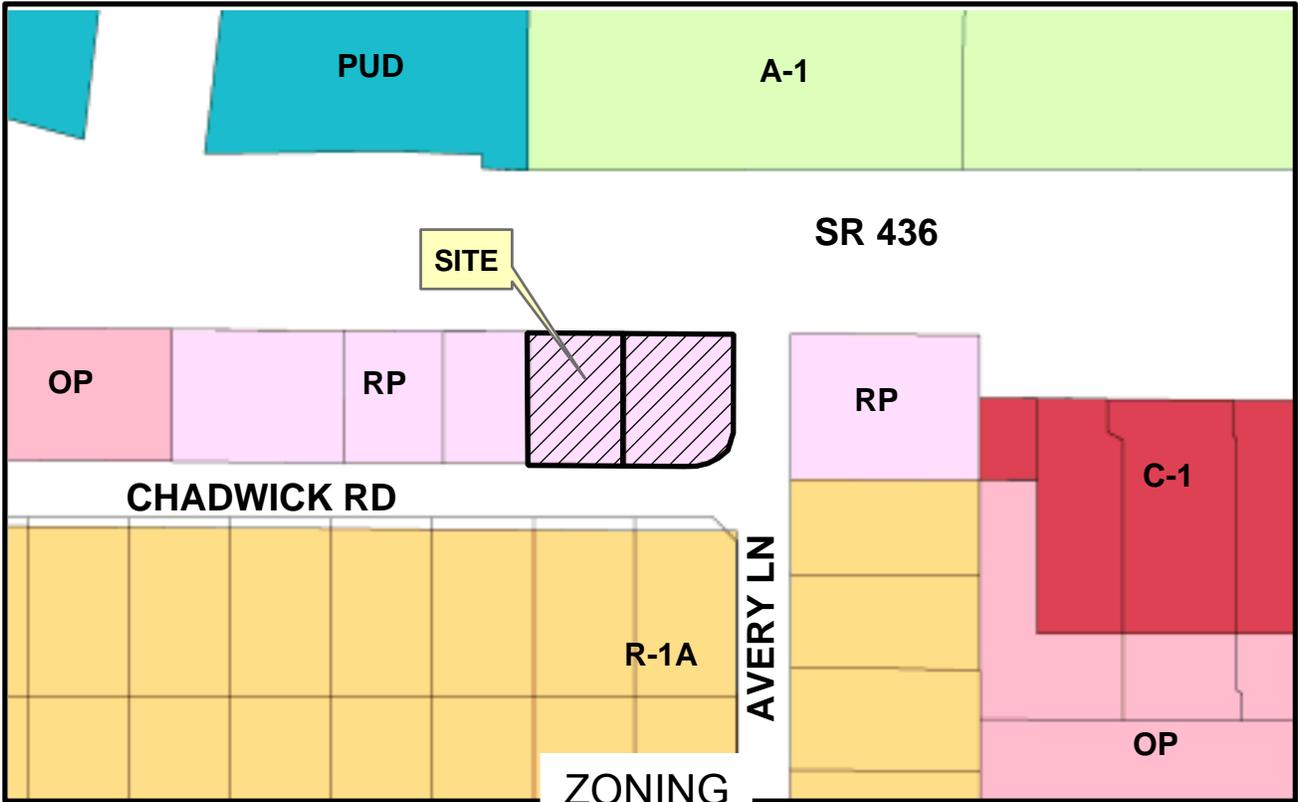
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 LDR
 OFF
 COM
 PD
 PUB
 CONS

Applicant: Daniel H. Ohsie
 Physical STR: 18-21-29-504-0000-0050 & 0060
 Gross Acres: .47 +/- BCC District: 3
 Existing Use: unoccupied office space
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-037	RP	OP



A-1
 R-1A
 RP
 OP
 C-2
 PUD
 FP-1
 W-1



Rezone No: Z2007-037
 From: RP To: OP

- Parcel
- Subject Property



Winter 2006 Color Aerials

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendments to the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Jeff Hopper

EXT: 7377

MOTION/RECOMMENDATION:

1. ENACT an Ordinance amending the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District ; or
2. DENY the Ordinance; or
3. CONTINUE the item to a time and date certain.

County-wide

Jeff Hopper

BACKGROUND:

On August 13, 2002, the Board of County Commissioners adopted Ordinance 2002-31, amending the Road Impact Fee Chapter of the Land Development Code. The 2002 amendments:

- adopted the “Analysis of the Use of Road Impact Fees” Study which reviewed the 20-year period from Fiscal Year 1991/92 through 2000/01 and determined that the County’s 1991 Infrastructure Sales Tax fund had advance-funded approximately \$120 million of eligible impact fee expenditures;
- confirmed that authorized uses of impact fee revenues included repayment for front-ending of improvement costs by the County from other funding sources – specifically, the 1991 Infrastructure Sales Tax;
- established a sunset of 2021 for the levy of the Countywide Arterial Road Impact Fee based upon projections of when eligible project costs would be repaid;
- established sunsets for each of the 4 Collector District Road Impact Fees as 2021, corresponding to the sunset of the primary Arterial fee, or the year when eligible costs would be repaid if earlier than 2021.

At the time of the 2002 actions, the final East Collector road improvement project, Chapman Road, the widening of West Chapman Road from SR 426 to SR 434, was on hold pursuant to County Commission direction of April 15, 1992. As a result, the East Collector Road Impact Fee sunset was established at December 31, 2007, with identification that the sunset date would be extended pending re-activation of the Chapman Road improvement project. The improvements involve the widening of West Chapman Road, from SR 426 to SR 434, from a 2-lane facility to 4 lanes.

On June 28, 2005, the Board approved Budget Amendment Resolution 05-43 to formally establish the front-ending and repayments as interfund loan activity in the County’s Budget

and financial systems. The agenda item discussion additionally identified that the interfund loan would be trueed up annually at the close of each fiscal year, and that balances and projections would also be evaluated annually during the Budget process. In 2005, it was again noted that the East Collector sunset date would need to be extended to approximately the Arterial sunset year, pending re-activation of the Chapman Road project. It was further identified that conclusive Board direction regarding whether to proceed with Chapman Road improvements would be needed in the near future. On January 10, 2006, the County Commission authorized staff to move forward with the Chapman Road improvement project, including updating of engineering plans to current design standards and subsequent acquisition of the remaining necessary right-of-way.

The final step remaining to fully implement the improvements is to extend the East District Road Impact Fee sunset date to an appropriate sunset date. The Comprehensive Annual Financial Report for the close of Fiscal Year 2005/06 was presented to the Board of County Commissioners on June 12, 2007; accordingly, the annual true-up of the interfund loan has been completed. The yearly evaluation of updated balances and projections takes place in conjunction with the Board's annual budget process, which is occurring now. As shown on the attached interfund loan analysis for the East District, extension to 2021, corresponding to the Arterial Impact Fee sunset, appears warranted. The attached analysis is consistent with the Proposed Budget for Fiscal Year 2007/08 as well as the preliminary Capital Improvements Program update for Fiscal Years 2007/08 – 2011/12.

PLANNING & ZONING COMMISSION RECOMMENDATIONS:

Recommendations of the Planning & Zoning Commission will be presented at the hearing.

STAFF RECOMMENDATION:

Staff recommends the Board enact an Ordinance amending the Land Development Code of Seminole County establishing a new Sunset Date for the East Collector Road Impact Fee District .

ATTACHMENTS:

1. Interfund Loan Analysis for East District
2. Ordinance
3. Economic Impact Statement
4. Property Rights Analysis
5. Major Transportation Projects Memo

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

Interfund Loan: Infrastructure Sales Tax to Impact Fee Funds

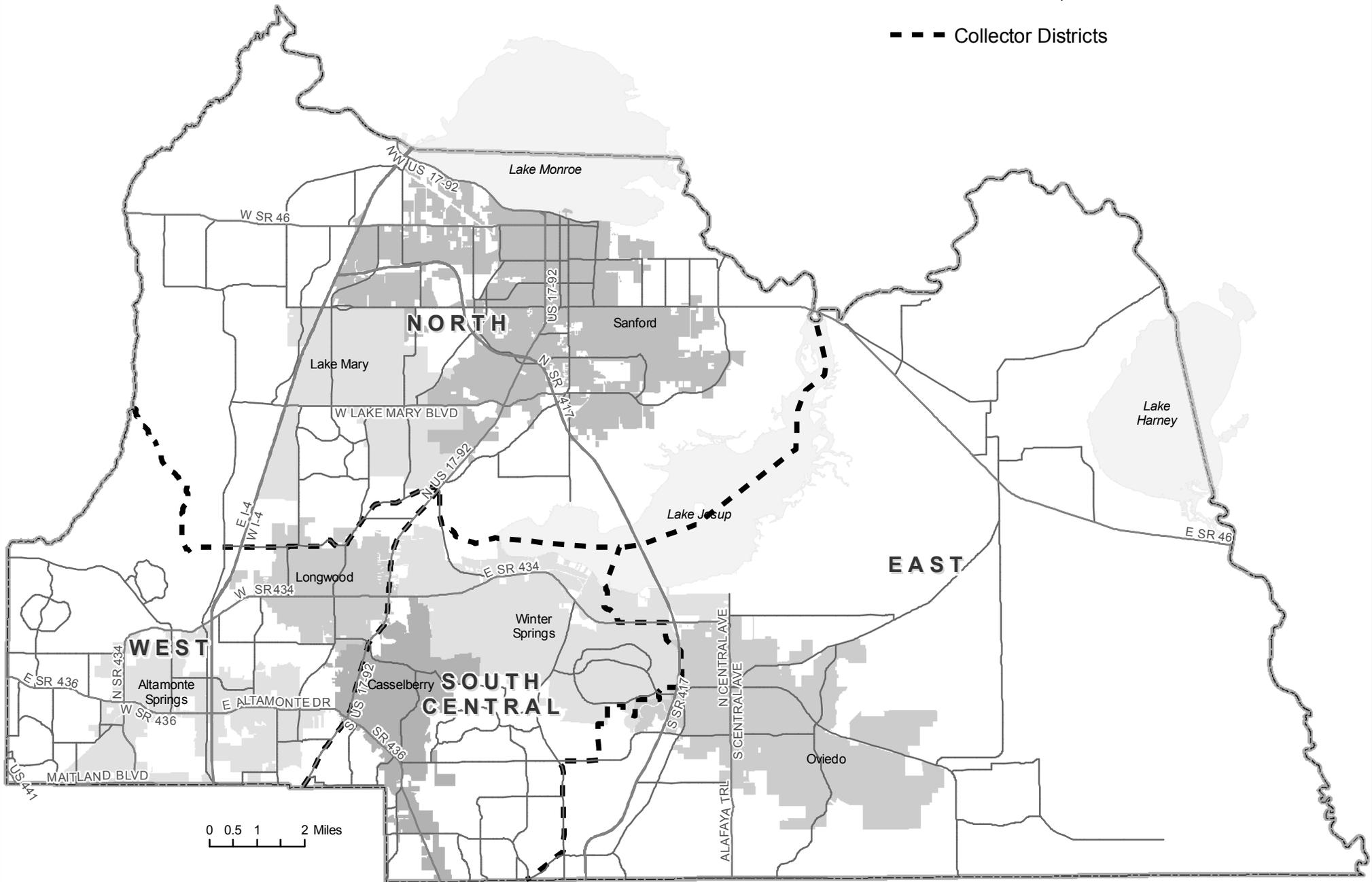
NOTE: FY 2005/06 Actual includes audited actuals. Year end reserve balances are based on budgetary project costs and will be higher on an actual cost basis. Budget and expenditures for FY 2006/07 are equal to the amounts reported in J D Edwards on August 21, 2007. Expenditures for FY 2007/08 & FY 2008/09 based upon the First Public Hearing Budget. Expenditures for FY 2009/10 through FY 2011/12 based upon the the CIP Book to be presented for adoption. Thereafter based upon Public Works projections. Revenues from Public Work projections or as calculated.

	FY 2005/06 Actual (audited)	FY 2006/07 (7/16/2007)		Budgetary Projections						
		Budget	Exp / Enc	FY 2007/08	FY 2008/09	FY 2009/10	FY 2010/11	FY 2011/12	Thereafter	
EAST - 12604										12/31/2021 (Proposed)
Beginning Fund Balance Forward	\$ 2,757,757	\$ 3,146,618	\$ 3,146,618	\$ 748,224	\$ 1,094,663	\$ 1,451,007	\$ 1,821,904	\$ (4,356,650)	\$ (4,031,650)	\$ (4,031,650)
Impact Fees	223,020	295,000	354,126	325,000	325,000	325,000	325,000	325,000	325,000	3,006,250
Interest	168,471	40,000	131,394	21,439	31,344	45,897	56,447	-	-	-
Other	-	(15,000)	-	-	-	-	-	-	-	-
Total Revenue	391,491	320,000	485,520	346,439	356,344	370,897	381,447	325,000	325,000	3,006,250
Project Costs	(2,630)	(2,718,394)	(195,395)	-	-	-	(6,560,000)	-	-	-
Revenue over (under) Expenditure	388,861	(2,398,394)	290,125	346,439	356,344	370,897	(6,178,553)	325,000	325,000	3,006,250
Advance from Sales Tax Fund	-	-	-	-	-	-	-	-	-	-
Pay-Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-	-
Transfer Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-	-
Reserves	\$ 3,146,618	\$ 748,224	\$ 3,436,743	\$ 1,094,663	\$ 1,451,007	\$ 1,821,904	\$ (4,356,650)	\$ (4,031,650)	\$ (1,025,400)	
Beginning Balance: Interfund Loan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,356,650	\$ 4,031,650	\$ 4,031,650
Plus Advances	-	-	-	-	-	-	4,356,650	-	-	-
Less Payback	-	-	-	-	-	-	-	(325,000)	(3,006,250)	(3,006,250)
Transfer Back to Sales Tax Fund	-	-	-	-	-	-	-	-	-	-
Ending Balance: Interfund Loan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,356,650	\$ 4,031,650	\$ 1,025,400	

ROAD IMPACT FEE COLLECTOR DISTRICTS

SEMINOLE COUNTY, FLORIDA

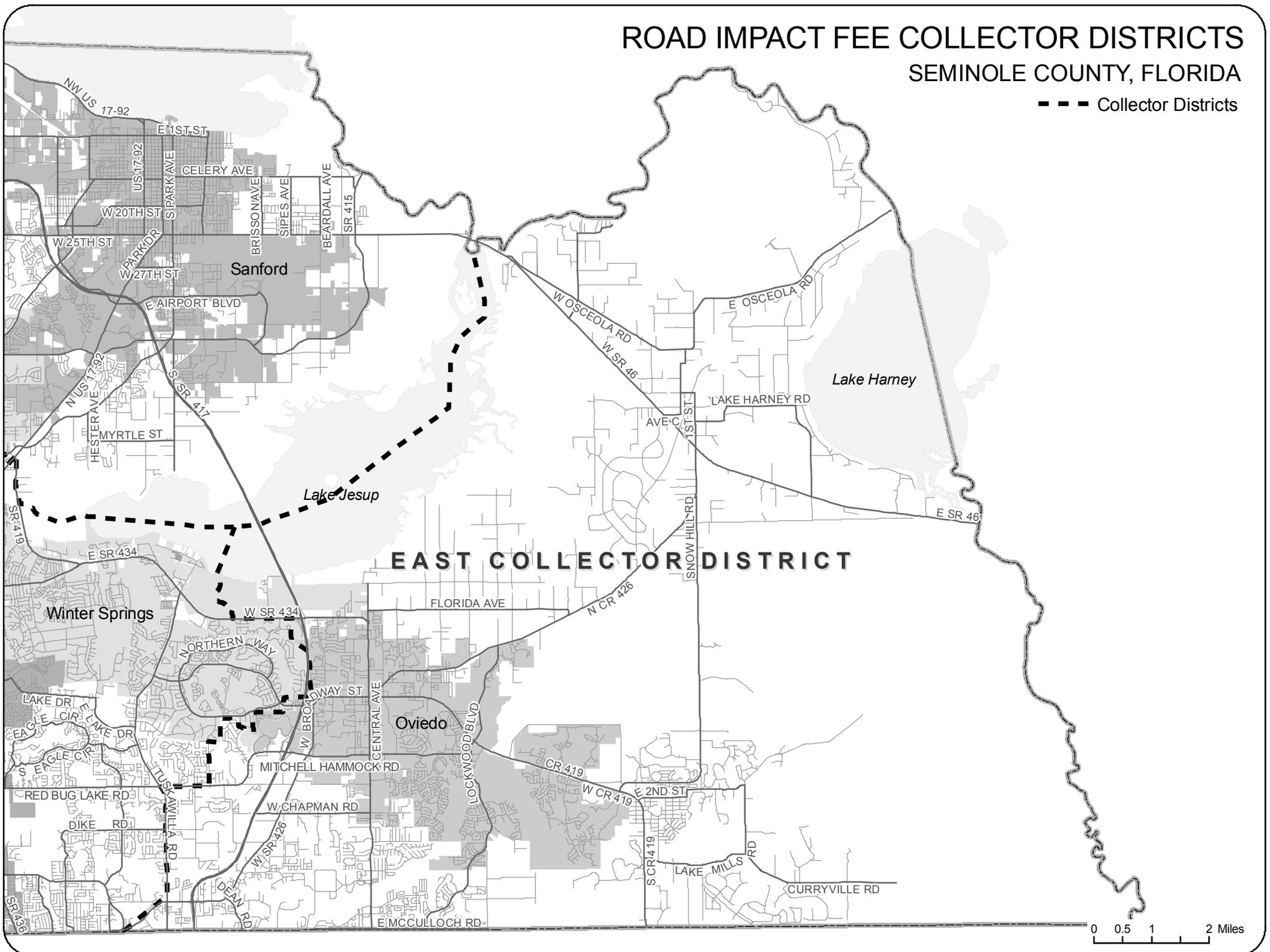
--- Collector Districts



0 0.5 1 2 Miles

ROAD IMPACT FEE COLLECTOR DISTRICTS SEMINOLE COUNTY, FLORIDA

--- Collector Districts



AN ORDINANCE AMENDING CHAPTER 120 OF THE LAND DEVELOPMENT CODE; PROVIDING FOR A NEW SUNSET DATE FOR THE EAST DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, transportation facility construction and improvement is an integral and vital element of the regulatory plan of growth management incorporated in the Seminole County Comprehensive Plan; and

WHEREAS, significant development in incorporated and unincorporated Seminole County greatly increased the need and demand for transportation facility construction and improvement; and

WHEREAS, the Board of County Commissioners (“the Board”) seeks to reasonably and fairly spread the cost of transportation construction and improvement among new development and redevelopment occurring in Seminole County; and

WHEREAS, the proposed widening of West Chapman Road, originally scheduled for the year 2000, was placed on hold for several years; and

WHEREAS, the costs of right-of-way and construction have significantly increased since that time; and

WHEREAS the project has been reinstated, with construction planned for 2010-11; and

WHEREAS, the 2002 amendment to the road impact fee chapter of the Land Development Code established a Sunset Date of December 31, 2007 for the East Collector Road District; and

WHEREAS, an extension of the impact fee is needed to fund the costs of the project; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public

review and copying prior to the enactment of this Ordinance in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the Seminole County Comprehensive Plan requires that a property rights analysis be accomplished relative to any changes in land development regulations and such analysis has been accomplished; and

WHEREAS, the Board of County Commissioners of Seminole County (the "Board") hereby finds that this Ordinance is consistent with the objectives, goals and policies of the Seminole County Comprehensive Plan.

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

Section 1. Legislative Findings. The recitals set forth above are hereby adopted as legislative findings relative to the enactment of this Ordinance and shall be codified.

Section 2. Amendment to Collector Road Impact Fees. Part 3, Section 120.25, Land Development Code of Seminole County, is hereby amended to read as follows:

Sec. 120.25 Sunset Date.

There are hereby created Sunset Dates for Collector Road District Impact Fees. The Sunset Dates are as follows:

- North Collector: December 31, 2005
- East Collector: December 31, ~~2007~~ 2021
- South Collector: December 31, 2021
- West Collector: December 31, 2021

Section 3. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Land Development Code of Seminole County, Florida and the word "Ordinance" may be changed to "Section," "Article," or other appropriate word or phrase and that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Sections 3, 4, and 5 shall not be codified.

Section 4, Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this

Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 25th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

CARLTON D. HENLEY, Chairman

Seminole County ECONOMIC IMPACT STATEMENT

Date:	9/25/07	Department//Division:	Planning and Development- Planning Division
Contact:	Jeff Hopper	Phone:	407-665-7377
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County to establish a new Sunset Date for the East Collector Road Impact Fee District.		

Describe Project/Proposal

The Seminole County Road Impact Fee Ordinance helps provide funding for public improvements needed to accommodate newly approved development in the County. As adopted in 1987, this Ordinance established one countywide arterial district and four separate collector districts for which impact fees were to be collected for the purpose of improving designated roads. In 2002, a Sunset Date for expiration of each district road impact fee was established through adoption of an amending ordinance and supporting study.

At this time, the County is preparing to improve a 1.7 mile segment of Chapman Road from SR 426 to SR 434. This project is located in the East Collector District, which currently is subject to a Sunset Date of December 31, 2007. The proposed amendment to the Land Development Code would extend the time period for collection of this impact fee to 2021.

This Ordinance may have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

The proposed ordinance would extend the applicability of impact fees within the designated area for an additional 14 years. The function of an impact fee is to assess the specific costs of new development relative to needed improvements in public facilities, and assign such costs to that development.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance may have a direct economic impact upon County operations in terms of providing funding for a public facility which the County is in the process of constructing.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

No increase in development costs to property owners is anticipated as a result of the proposed new regulation. Failure to approve the proposal could increase development costs by delaying a needed public facility improvement, or distributing its cost unevenly among affected property owners.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The proposed impact fee extension would benefit area property owners and the community in general by providing road improvements that facilitate traffic circulation, public safety, and economic growth in the area.

Citation

Seminole County Home Rule Charter.

Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code to Establish
Regulations for East Collector Road Impact Fee District

Date:	9/25/07	Department//Division:	Planning and Development- Planning Division
Contact:	Jeff Hopper	Phone:	407-665-7377
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County to establish a new Sunset Date for the East Collector Road Impact Fee District.		

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At this time, the County is preparing to improve a 1.7 mile segment of Chapman Road from SR 426 to SR 434. This project is located in the East Collector District, which currently is subject to a Sunset Date of December 31, 2007. The proposed amendment to the Land Development Code would extend the time period for collection of this impact fee to 2021.

Estimated Economic Impact on Individuals, Businesses, or Government

The proposed ordinance would extend the applicability of impact fees within the designated area for an additional 14 years. The function of an impact fee is to assess the specific costs of new development relative to needed improvements in public facilities, and assign such costs to that development. The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities. The economic impact on government is to provide funding for those public facilities which are specifically needed to serve new growth.

Anticipated New, Increased or Decreased Revenues

These amendments are intended to increase available revenues to local government for the purpose of constructing public facilities needed to serve new development.

Method Used in Determining Analysis

The analysis used to determine potential impacts of the proposed amendment is based on existing methodologies already adopted in the Land Development Code, and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).



SEMINOLE COUNTY

Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773
Phone: (407) 665-5674
FAX: (407) 665-5789

August 13, 2007

MEMORANDUM

TO: Commissioner Carlton Henley, District 4, Chairman
Commissioner Brenda Carey, District 5, Vice Chairman
Commissioner Bob Dallari, District 1
Commissioner Michael J. McLean, District 2
Commissioner Dick Van Der Weide, District 3
Cynthia A. Coto, County Manager

FROM: Jerry McCollum, P.E., County Engineer

SUBJECT: Major Transportation Projects – Budget Work Session – Follow-Up

As a follow-up to the Budget Work Session, the following information is provided:

Second Generation Sales Tax Projects

State Road 434 (Interstate 4 to Range Line Road)

State Road 436 Interchange at Red Bug Lake Road

As discussed with the Board at the Work Session, there have been substantial increases in right-of-way costs associated with the 4-laning of State Road 434 especially from Palm Springs to Range Line Road in Longwood and the grade separated interchange at State Road 436 and Red Bug Lake Road. At this time, we are evaluating the construction limits of the State Road 434 project that is currently planned for construction from Interstate 4 to Range Line Road. It may be necessary to readjust the limits of this project so that only the section from Interstate 4 to Palm Springs Drive is built as part of the 2001 Sales Tax Program. If this is necessary, we would look at acquiring a potential retention basin on the section of State Road 434 between Palm Springs Drive and Range Line Road.

New Oxford Road

We have conducted a Preliminary Engineering Study to determine a typical section and alignment for this project. On a preliminary basis, it appears that a 4-lane road may be necessary in the future and the most practical alignment for the New Oxford Road would be to come in behind the Lowe's site and tie into a realigned South street. However, in reviewing the cost of the project and the economic benefit, it is felt that the costs of the project outweigh the benefit provided. Also, as the Board is aware, this project was not part of the 2001 Sales Tax Program Referendum. As discussed, the increased costs for the State Road 434 and State Road 436/Red Bug Lake Road Interchange projects should receive first priority for funding. Therefore, at this stage, we would not recommend that this project move forward with final design and have not included it in the proposed budget or Capital Improvement Program update. Should a new revenue source become available, New Oxford Road could be reconsidered as a future road project.

1991 Infrastructure Sales Tax

In the summer of 2006, the Board was made aware that Bunnell Road and Eden Park Road would be delayed a year and that Wymore Road, Sand Lake Road and Airport Boulevard Extension would need to be delayed past FY 2011 to fund the Commuter Rail Transit Project. The Board was additionally advised that the East Collector District Road Impact Fee sunset date would need to be extended in conjunction with implementing Chapman Road improvements. Based on our latest funding assessment, the following is provided:

Wymore Road

Right-of-Way Acquisition Phase / FY 2012/2013
Construction Phase / FY 2013/2014

Sand Lake Road

Right-of-Way Acquisition Phase / FY 2012/2013
Construction Phase / FY 2014/2015

New Airport Boulevard Extension (State Road 46 to County Road 15)

Preliminary Engineering - Completed
Final Design Phase would be delayed until FY 2012/2013

East Collector District Road Impact Fee

Extend to December 31, 2021, coinciding with the sunset of the Arterial Road Impact Fee.

As requested, a map depicting the East Collector Road Impact Fee District Boundaries is attached. I hope this information has supplemented the slide presentation at the Work Session. If you have any questions, please contact me.

JM/dr

Attachment (Map)

- c: Donald S. Fisher, Deputy County Manager (w/attachment)
- April Boswell, Assistant County Manager (w/attachment)
- W. Gary Johnson, P.E., Director, Department of Public Works (w/attachment)
- Pam Hastings, Manager, Department of Public Works Administration (w/attachment)
- Antoine I. Khoury, P.E., Assistant County Engineer (w/attachment)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal of the Board of Adjustment decision to overturn the decision of the Planning Manager regarding a camouflage communication tower determination in the PUD (Planned Unit Development) zoning district

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Tina Williamson

EXT: 7375

MOTION/RECOMMENDATION:

1. REVERSE the Board of Adjustment decision to overturn the decision of the Planning Manager regarding denial of a camouflage communication tower determination in the PUD (Planned Unit Development) zoning district; or
2. UPHOLD the Board of Adjustment decision to overturn the decision of the Planning Manager regarding denial of a camouflage communication tower determination in the PUD (Planned Unit Development) zoning district; or
3. CONTINUE the item to a time and date certain.

District 1 Bob Dallari

Tina Williamson

BACKGROUND:

On April 12, 2007, the Planning Manager denied an application by TBCOM Properties, LLC for a 120' monopole communication tower that would fly an American flag. The application was for a determination that the proposed tower met the definition of "Camouflage" communication tower, per the Seminole County Land Development Code (SCLDC). The tower is proposed in Parcel 202 of the Carillon PUD, which allows C-1 (Retail Commercial) district uses. Communication towers that meet the camouflage criteria according to a determination made by the Planning Manager are a permitted use within the C-1 zoning district. Non-camouflage communication towers require special exception approval by the Board of Adjustment. The property was previously used as a Winn-Dixie grocery store, however the store is closed and the building is vacant.

SCLDC Section 30.1371 states that Camouflage communication towers may be permitted by the Planning Manager on any parcels which is not assigned a residential zoning classification provided that the Planning Manager makes the findings set forth in the definition of the term "camouflage communication tower."

The definition of "camouflage communication tower" as stated in the SCLDC is:

A tower designed to merge and blend into and conform in appearance with existing surroundings. An example of a camouflage communication tower would be a tower that is constructed in the form and shape of a tree in order to appear to be part of a forested area or a tower constructed to appear to be or to actually be a component of a bell tower or to be or

appear to be a component of a church steeple in order for the tower to be or appear to be part of these more aesthetically pleasing structures. Other examples of a camouflage communication tower would be signs, light poles, utility poles and roof fascias. The determination as to whether a tower is a camouflage tower shall be made by the Planning Manager based upon the following standards:

- (1) The tower must blend into the existing surroundings of the tower and stay in character with the general area in which it would be located; and
- (2) The tower must not appear unique, unusual or out of place; and
- (3) A reasonable person with normal observational faculties and intelligence would not perceive the structure as a tower; and
- (4) The camouflage technique used must not have negative impacts on the general area in which it would be located; and
- (5) The applicant for the tower must provide reasonable and binding assurances that the camouflage technique used will be maintained and that the camouflage condition of the tower will be maintained.

The Planning Manager evaluated the proposed 120' tower and determined that it did not meet the definition of "camouflage" as required by the SCLDC, based on the following findings:

- a) The proposed location is adjacent to a wetland conservation area. A 120-foot flagpole would not blend in with, and would not be in character with a wetland conservation area;
- b) Flagpoles are usually located in close association with the front of a building (school, post office, church, etc.), so that they appear to be integrated into and a part of the site. The proposed tower is located on the outskirts of the parking area, approximately 300' from the building, next to a conservation area. A 120-foot flagpole in this location would not blend in with the existing surroundings;
- c) This use would appear to be unusual and out of place on a grocery store property because there is no contextual relationship between a grocery store and a 120' flag pole;
- d) The height and design of the proposed tower and its incompatibility with the proposed location would also make it appear so out of place that it may result in the proposed tower being perceived by a reasonable person as a tower, and not as a flagpole.

On May 4, 2007, TBCOM Properties, LLC filed an application to appeal the decision of the Planning Manager to the Board of Adjustment.

BOARD OF ADJUSTMENT ACTION:

On August 27, 2007, the Board of Adjustment voted 4 to 1 to overturn the decision of the Planning Manager and approve the tower as a "camouflage" communication tower.

BOARD OF COUNTY COMMISSIONERS ACTION:

At their August 28, 2007 meeting, the Board of County Commissioners voted 5 to 0 to bring forth this item at a public hearing to be held on September 25, 2007, per Section 1.12 of the Seminole County Land Development Code.

STAFF RECOMMENDATION:

Staff recommends the Board reverse the Board of Adjustment decision to overturn the decision of the Planning Manager regarding denial of a camouflage communication tower determination in the PUD (Planned Unit Development) zoning district.

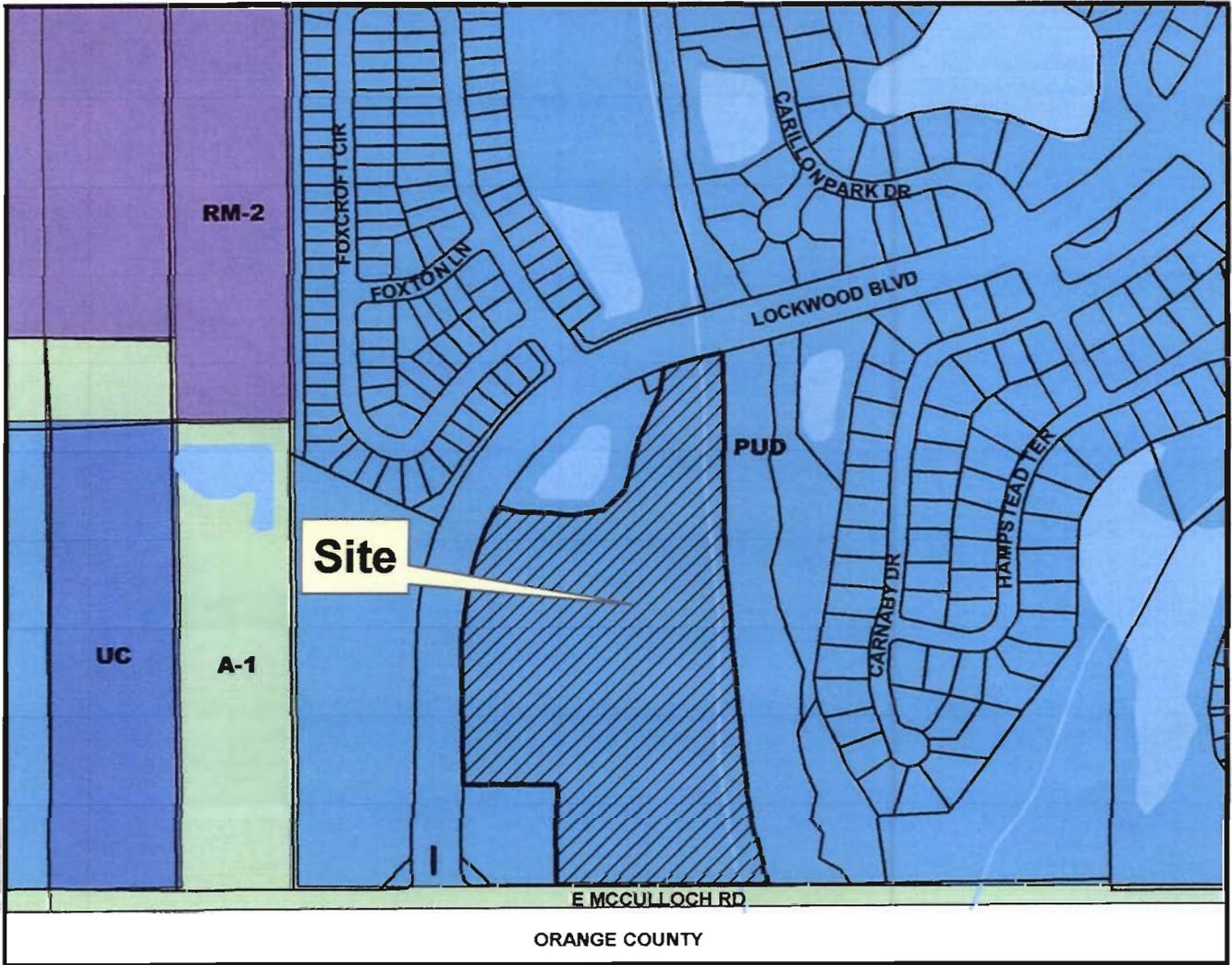
ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Reduced Copy of Site Plan
4. BOA Appeal Application Package
5. BOA Meeting Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

TBCOM Properties, LLC.
c/o Tim O'Shaughnessy
1680 McCulloch Road
Oviedo, Florida 32765



Seminole County Board of Adjustment
August 27, 2007
Case: BA2007-01 (Map 3213, Grid C7)
Parcel No: 35-21-31-512-0000-0020

Zoning

-  BA2007-01
-  A-1
-  RM-2
-  PUD
-  UC





TBCOM PROPERTIES
TB-172/UCF
PROPOSED 120' FLAGPOLE TOWER
LOCKWOOD BLVD & E MCCULLOUGH RD
OVIEDO, SEMINOLE COUNTY, FL



Foresite Group, Inc.
231 N. Kentucky Ave.
Suite 2
Lakeland, FL 33801

o | 863.603.4044
f | 863.603.4645

www.foresitegroup.com
FL CA 28113

ADRIAN D. ROZEN

FLORIDA LICENSED PROFESSIONAL ENGINEER
No. 37920

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA PURSUANT TO SECTION 461, FLORIDA STATUTES. I HAVE REVIEWED THE DRAWING AND THE INFORMATION SUBMITTED TO ME AS NOTED AND CONFIRMED TO ADOPTED THE DRAWING AS SHOWN. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ACCURACY OF THE INFORMATION SUBMITTED TO ME OR THE ENGINEER'S KNOWLEDGE, THE PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE MINIMUM FEDERAL LEGISLATION.

NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

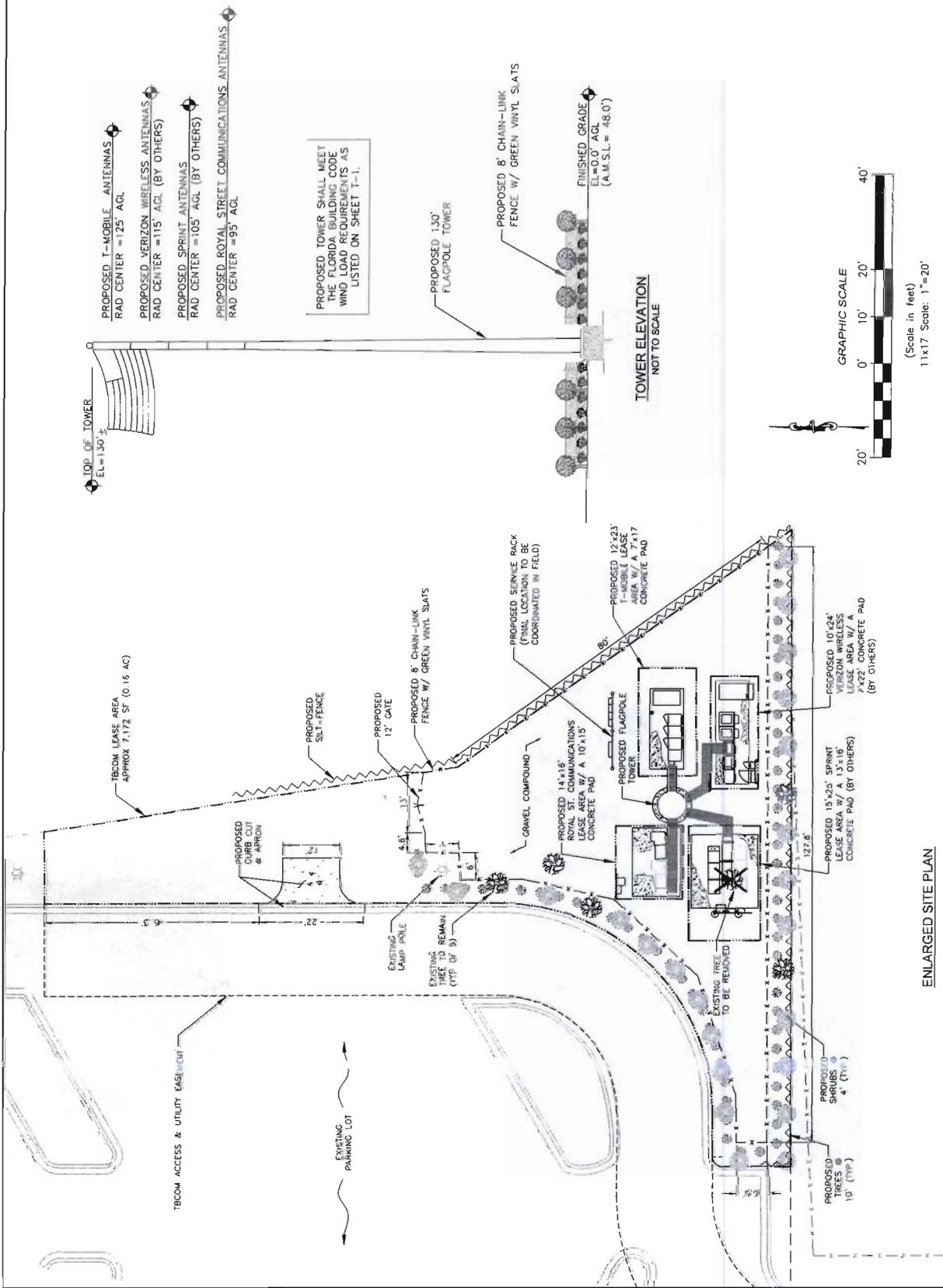
CONCRETE JOB NUMBER
067.019

ISSUED FOR: SITE PLAN REVIEW
DESIGNED BY: AIR
CHECKED BY: AIR
APPROVED BY: AIR
DATE: AUGUST 2006

PROJECT NAME
UCF
TB-172

SHEET TITLE
ENLARGED SITE PLAN
AND TOWER ELEVATION

DRAWING NUMBER
Z-2



- PROPOSED T-MOBILE ANTENNAS
RAD CENTER = 125' AGL
- PROPOSED VERIZON WIRELESS ANTENNAS
RAD CENTER = 115' AGL (BY OTHERS)
- PROPOSED SPRINT ANTENNAS
RAD CENTER = 105' AGL (BY OTHERS)
- PROPOSED ROYAL STREET COMMUNICATIONS ANTENNAS
RAD CENTER = 95' AGL

PROPOSED TOWER SHALL MEET THE FLORIDA BUILDING CODE WIND LOAD REQUIREMENTS AS LISTED ON SHEET T-1.

TOWER ELEVATION
NOT TO SCALE



ENLARGED SITE PLAN

Fee: \$185.00

RECEIVED MAY 04 2007

Application # BA 2007-01
Meeting Date Aug. 27, 2007



**APPLICATION FOR AN
APPEAL FROM DECISION OF
THE PLANNING MANAGER
SEMINOLE COUNTY PLANNING DIVISION**
1101 East First Street Sanford FL 32771 (407) 665-7444

PROPERTY OWNER / APPLICANT

Name: TBCOM PROPERTIES, LLC, CONTACT: MR. TIM O'SHAUGHNESSY

Address: 1133 LOUISIANA AVENUE, SUITE 114 City: WINTER PARK Zip code: 32789

Project Address: 1680 McCULLOCH ROAD City: OVIEDO Zip code: 32789

Contact number(s): (407) 622-1077

Email address: toshaughnessy@comsoeast.com

Parcel ID number: 35-21-31-512-0000-0020

Is the property available for inspection without an appointment? Yes No

A letter stating the basis of the appeal from the Planning Manager's Decision is required.

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless all of the information in the application and submittal checklist are provided to the planning division.

Signed: Z. O. Oslawski

FOR OFFICE USE ONLY

Date Submitted: <u>05-04-07</u>	Reviewed By: <u>P. Johnson</u>
Tax parcel number: <u>35-21-31-512-0000-0020</u>	Zoning/FLU <u>PUD / PD</u>
<input checked="" type="checkbox"/> Application Fee	
<input type="checkbox"/> Application and checklist complete	
Notes: _____	

SUBMITTAL CHECKLIST (submittal requirements vary based upon the decision being appealed)

Please return this checklist with your application!

<p>After the application is reviewed by staff for completeness, any items required that were not provided at the time of the application will be check marked below. These must be provided prior to scheduling of the Board of Adjustment hearing.</p>	
	1. Completed application along with a letter stating the basis of the appeal from the Planning Manager's decision.
	2. Provide a legible 8 ½ x 11 inch site plan with the following information NOTE: Please use your property survey for your site plan, if available. See the attached site plan as an example of the information needed; please draw to scale and note the scale used on the plan.
	<input type="checkbox"/> Please start with a clean survey (ex: white out old approval stamps)
	<input type="checkbox"/> Size and dimension of the parcel
	<input type="checkbox"/> Location and name of all abutting streets
	<input type="checkbox"/> Location of driveways
	<input type="checkbox"/> Location, size and type of any septic systems, drainfield and wells
	<input type="checkbox"/> Location of all easements
	<input type="checkbox"/> Existing or proposed house <u>or</u> addition (Label existing, label proposed, and include square footage and dimensions of each)
	<input type="checkbox"/> Existing and/or proposed buildings, structures and improvements (Label existing, label proposed, and include square footage and dimension of each)
	<input type="checkbox"/> Building height
	<input type="checkbox"/> Setbacks from each building to the property lines
	<input type="checkbox"/> Location of proposed fence(s)
	<input type="checkbox"/> Identification of available utilities (ex: water, sewer, well or septic)
	3. Attach additional information and supporting documents.

**SEMINOLE COUNTY APPLICANT AUTHORIZATION FORM
(ORIGINAL ONLY)**

An authorized applicant is defined as:

- The property owner of record; or
- An agent of said property owner (power of attorney to represent and bind the property owner must be submitted with the application); or
- Contract purchaser (a copy of a fully executed sales contract must be submitted with the application containing a clause or clauses allowing an application to be filed).

I AHG Group, LLC, the fee simple owner of the following
(Owner's Name)

described property (Provide Legal Description or Tax Parcel ID Number(s) _____

1680 McCULLOCH RD Winn Dixie CARILLON - Lockwood RD
PARCEL I.D # 35-21-31-512-0000-0020

hereby petition Seminole County to amend the Comprehensive Plan, Future Land Use Map, Official Zoning Map
(circle one or more) from _____ to _____ and affirm that _____

_____ is hereby designated to act as my / our authorized agent and to file the
attached application for the stated amendment and make binding statements and commitments regarding the
amendment request.

Owner's Signature

Signature

I certify that I have examined the application and that all statements and diagrams submitted are true and
accurate to the best of my knowledge. Further, I understand that this application, attachments and fees become
part of the Official Records of Seminole County, Florida and are not returnable.

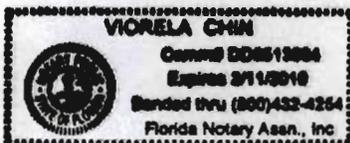
SWORN TO AND SUBSCRIBED before me this 20 day of JUNE 2007.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to
take acknowledgments, personally appeared ALAN GINSBURG, who is personally known to me or
who has produced _____ has identification and who executed the foregoing instrument and sworn
an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20 day of
JUNE, 2007

Notary Public in and for the County and State
Aforementioned

My Commission Expires: _____



<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 407-665-7506</p>																																																														
<p align="center">GENERAL</p> <p>Parcel Id: 35-21-31-512-0000-0020</p> <p>Owner: AHG GROUP LLC</p> <p>Mailing Address: 1551 SANDSPUR RD</p> <p>City,State,ZipCode: MAITLAND FL 32751</p> <p>Property Address: 1680 MCCULLOCH RD</p> <p>Facility Name: WINN DIXIE CARILLON-LOCKWOOD RD</p> <p>Tax District: 01-COUNTY-TX DIST 1</p> <p>Exemptions:</p> <p>Dor: 16-RETAIL CENTER-ANCHOR</p>		<p>2007 WORKING VALUE SUMMARY</p> <p>Value Method: Income</p> <p>Number of Buildings: 1</p> <p>Depreciated Bldg Value: \$0</p> <p>Depreciated EXFT Value: \$0</p> <p>Land Value (Market): \$0</p> <p>Land Value Ag: \$0</p> <p>Just/Market Value: \$4,181,054 *</p> <p>Assessed Value (SOH): \$4,181,054 *</p> <p>Exempt Value: \$0</p> <p>Taxable Value: \$4,181,054</p> <p>Tax Estimator</p> <p>(* Income Approach used.)</p>																																																												
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COMMERCIAL CONCRETE DR 4 IN	2000	18,224	\$32,024	\$38,817
IRON FENCE	2000	595	\$2,454	\$2,975
BLOCK WALL	2000	2,380	\$5,891	\$7,140
POLE LIGHT STEEL 1 ARM	2000	9	\$8,676	\$8,676
POLE LIGHT STEEL 4 ARM	2000	15	\$84,495	\$84,495

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.

May 4, 2007

VIA HAND DELIVERYCLIENT/MATTER NUMBER
034209-0110Board of Adjustment
Seminole County Planning and Development
County Services Building, Room 2000
1101 East First Street
Sanford, Florida 32771**Re: Appeal from the Decision of the Planning Manager**

To Whom it May Concern at the Board of Adjustment:

On April 12, 2007, Tina Williamson, Assistant/Interim Planning Manager, denied Mr. Tim O'Shaughnessy's application, on behalf of TBCOM Properties, LLC, for an administrative determination that a proposed flagpole cell tower to be located at 1680 McCulloch Road, Oviedo, Florida, was not a "camouflage communication tower" under the County's Land Development Code.

This letter serves as Mr. O'Shaughnessy's formal request for an appeal of this decision to the Seminole County Board of Adjustment pursuant to Sections 2.3 and 30.43 of the Land Development Code of Seminole County, Florida.

The basis for the appeal is Ms. Williamson's conclusion that a 120' flagpole does not blend in with or is inconsistent with a site fully developed with 47,316 square feet of retail space.

Sincerely,



Dina S. Munasifi, Esq.

DSM/dsm

cc: Tim O'Shaughnessy
Mary Doty Solik, Esq.



TBCOM

TBCOM Properties, LLC

1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

Seminole County Planning Division
Planning Manager
1101 East First Street
Sanford, Florida 32771

The submission is for the City Planner to approve a 120 ft camouflage Flagpole to be located at 1680 McCulloch Rd. Oviedo, Florida. The Camouflage Flagpole meets Part 40. C-1 RETAIL COMMERCIAL DISTRICT Sec.30.742. Permitted Uses. Seminole County Planner has the authority and can administratively approve the Flagpole under Ord. No. 02-53,& 7, 12-10-02. The Pole sits at the entrance of the C-1 property and lies next to conservation area to the East. By placing the Flagpole at the entrance of the property the Flagpole stays in character with the general area and appears natural to the C-1 property. A reasonable person with normal observational faculties and intelligence would not perceive the structure as a tower. The Flagpole will not have a negative impact on the general area. The Flagpole meets the required set backs of 300% Ht of tower to nearest residential line and the property itself is heavily covered with a conservation easement which screens the Flagpole to all surrounding residential property. The conservation landscaping creates a natural buffer, which provides a shield from all residential areas.

The Flagpole actually measures 575% to the nearest residential to the East and 767% to the nearest residential property to the North. ***See Arial overall site Plan***

The initial design of the Flagpole was 150 ft high. After several studies and photo simulation it was determine by the carriers and TBCOM to reduce the overall height of the Flagpole to 120 ft. **Photo simulations have been provided to show the non-impact to the residential community.** Again the conservation easement that surrounds the C-1 property provides that buffer to all-residential housing.

The Need:

I've supplied letters from three carriers for this Flagpole.

All the carriers have had problems covering the residential community and traffic patterns in the area for years. **I've supplied propagation maps for lack of coverage and letters stating the problems.** The letters also state that the need for this Flagpole and the benefits the Flagpole will provide. One carrier, T-Mobile actually tried using three power poles to supply its service and found that T-Mobile experiences high drop calls in the area. **(See Average Daily Dropped Call Footprint).** The power poles were of no help. The other carriers will not use power poles because the poles provide no improvement and will find out like T-Mobile did that the power poles are a waste of millions of dollars. Sprint believes it network is substandard and this Flagpole would increase its network by over 30%. *** See Sprint letter***

TBCOM

TBCOM Properties, LLC

1133 Louisiana Avenue • Suite 114 • Winter Park, FL 32789 • (407) 622-1077 Office • (407) 622-2181 Fax

Location:

The area provides limited opportunity for placement of a camouflage facility. Actually only three properties in the area were an option. The Church to the West of the propose property said they had no interest. The other possibility was the UCF property and they said they had no interest. I've provided a letter stating that UCF has no interest. The third property is the property we are submitting on. The landowner has entered into a lease with TBCOM and has provided a great location at the entrance of the property.

We believe a we have shown the problem and a solution with out impacting the surrounding area. We believe a Flag Pole would fit in well with the Character of the C-1 property.

Sincerely,

Tim O'Shaughnessy



Office of Vice President

October 18, 2006

TBCOM Properties, LLC
Tim O'Shaughnessy
1133 Louisiana Ave Ste 114
Winter Park, Florida 32789

Mr. O'Shaughnessy,

At this time the University of Central Florida has no interest in putting a communication tower on the North East side of its campus property.

Sincerely,

A handwritten signature in cursive script that reads 'William F. Merck II'.

William F. Merck II
Vice President



ForeSITE Group, Inc.
 2311 N. Kentucky Ave.
 Suite 2
 Lakeland, FL 33601
 o 1 863.603.4044
 f 1 863.603.4645
 www.foresitegroupinc.com
 FL CA 26115

ADRIAN D. ROZEN
 FLORIDA LICENSED PROFESSIONAL ENGINEER
 No. 51305

I HEREBY CERTIFY THAT THE DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. I AM NOT PROVIDING ANY PROFESSIONAL ENGINEERING SERVICES UNLESS I AM LICENSED IN THE STATE OF FLORIDA. I AM NOT PROVIDING ANY PROFESSIONAL ENGINEERING SERVICES UNLESS I AM LICENSED IN THE STATE OF FLORIDA. I AM NOT PROVIDING ANY PROFESSIONAL ENGINEERING SERVICES UNLESS I AM LICENSED IN THE STATE OF FLORIDA.

NO.	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

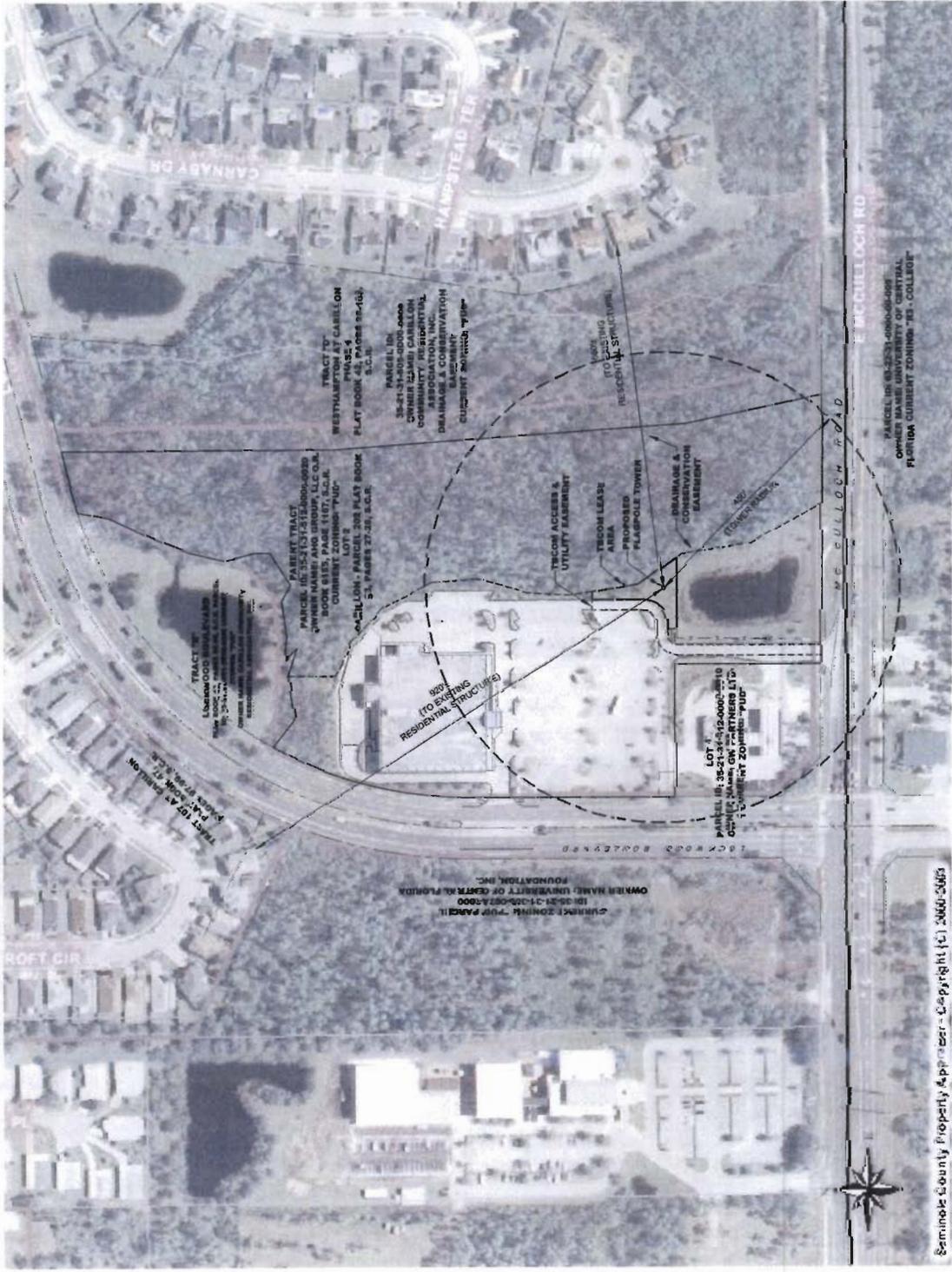
PROJECT JOB NUMBER:
067.019

ISSUED FOR: SITE PLAN REVIEW
DESIGNED BY: SUR
DRAWN BY: PWS
APPROVED BY: SUR
DATE: AUGUST, 2005

PROJECT NAME:
UCF
TB-172
SHEET TITLE

OVERALL SITE PLAN

DRAWING NUMBER:
Z-1



(Scale in feet)
 11x17 Scale: 1"=200'

OVERALL SITE PLAN

Seminole County Property Appraiser - Copyright (c) 2000-2005

PARCEL NO.: 35-21-31-512-0000-0020

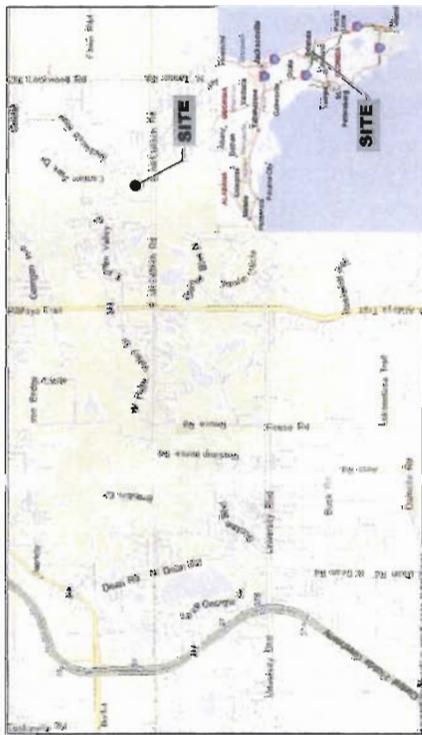
TBCOM PROPERTIES, LLC

TBCOM SITE NAME / NUMBER
UCF/ TB-172

ROYAL STREET COMMUNICATIONS, LLC
ROYAL STREET COMMUNICATIONS SITE NAME/NUMBER
UCF- #ORD090



T-MOBILE SITE NUMBER
MCCULLOCH # A2E658D



MAP NORTH



VICINITY MAP NORTH

DRIVING DIRECTIONS
 - SR-417 TO UNIVERSITY BLVD (EAST)
 - ON UNIVERSITY BLVD (EAST) TAKE A LEFT ON SR-34
 - SR-34 (NORTH) TAKE A RIGHT ON MCCULLOCH RD
 - ON MCCULLOCH RD TAKE A LEFT ON UNIVERSITY BLVD
 - SITE IS ON RIGHT HAND SIDE

PROJECT SUMMARY
 TBCOM IS PROPOSING TO CONSTRUCT A NEW TOWER SITE ON A BARRIAGE PARCEL CONSISTING OF 1.30 ACRES AND PROPOSED FUTURE CARRIER AREAS

CAUTION
 THIS PLAN IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR AS A BASIS FOR ANY OTHER ACTION. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

FOR EMERGENCIES CALL 911

foresite group
 Foresite Group, Inc.
 231 N. Kentucky Ave.
 Suite 2
 Lakeland, FL 33801
 o 1 863.603.4044
 f 1 863.603.4645
 www.foresitegroupinc.com
 FL CA 28115

ADRIAN D. ROZEN
 FLORIDA LICENSED PROFESSIONAL ENGINEER
 No. 2785

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED UNDER MY DIRECTION ON THE DATE INDICATED AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL APPLICABLE FLORIDA STATUTES AND REGULATIONS. I AM A FLORIDA LICENSED PROFESSIONAL ENGINEER AND I AM NOT PROVIDING ANY PROFESSIONAL SERVICES IN ADDITION TO THE BEST OF MY KNOWLEDGE AND BELIEF IT COMPLIES WITH ALL APPLICABLE FLORIDA STATUTES AND REGULATIONS.

REV	DATE	DESCRIPTION

PREPARED FOR:
TBCOM Properties, LLC

FORESITE JOB NUMBER
067 079

ISSUED FOR: SITE PLAN REVIEW
DESIGNED BY: ADR
DRAWN BY: ADR
APPROVED BY: ADR
DATE: AUGUST 2006

PROJECT NAME
UCF
TB-172
SHEET TITLE
COVER SHEET
SEQUENCE NUMBER
T-1

SHEET	DESCRIPTION	REV
T-1	COVER SHEET	0
7-1	SURVEY (BY MSP CONSULTANTS)	0
7-2	OVERALL SITE PLAN	0
7-3	ENLARGED SITE PLAN & TOWER ELEVATION	0
7-4	LANDSCAPING & FENCE DETAILS	0
7-5	SHEET INDEX	0

SITE DATA:
 LATITUDE: 28° 38' 46.78" NORTH
 LONGITUDE: 81° 11' 25.79" WEST
 GROUND ELEVATION= 98.0 FT (AMS.)
 PROPOSED TOWER = 130' FLAGPOLE

DESIGN DATA:
 DESIGN CODE : FLORIDA BLDG. CODE-2004 & TA/EIA 222-G
 WIND WINDSPEED : 110 MPH (3 SECOND GUST)
 WIND WIND DIRECTION : 0
 EXPOSURE CATEGORY : N/A
 INTERNAL PRESSURE COEF. : N/A
 COMPRESSIVE & CLADDING : N/A
 WIND PRESSURES : N/A

PROJECT DATA

POWER
 PROGRESS ENERGY
 TEL (800) 700-8744
TELEPHONE
 BELL SOUTH
 TEL (800) 753-2909

UTILITIES

DEVELOPER/TOWER OWNER
 TBCOM PROPERTIES, LLC
 1133 LOUISIANA AVE STE 114
 WINTER PARK, FL 32789
 TEL (407) 822-1377
CONTACT: TIM O'SHAUGHNESSY

PROPERTY ADDRESS
 1880 MCCULLOCH RD.
 GORRHO, FLORIDA 32765
 SEMINOLE COUNTY

PROPERTY OWNER (PARENT PARCEL)
 AHC GROUP LLC
 PARCEL NO. 35-21-31-512-0000-0020
 ZONING: PDB

CONSULTANT
 FORESITE GROUP, INC.
 231 N. KENTUCKY AVE., SUITE 2
 TEL: (863) 603-4044
 FAX: (863) 603-4645
CONTACT: ADRIAN ROZEN

MUNICIPALITY:
 SEMINOLE COUNTY

CONTACTS

Proposed
Flag Pole

TBCom Properties
TB-172/UCF
View 1
From North

Balloon not visible

TBCom Properties
TB-172/UCF
View 2
From North

Proposed
Flag Pole
Not Visible

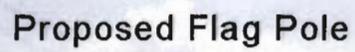
A small black arrow pointing downwards from the text towards a tree in the background.

TBCom Properties
TB-172/UCF
View 3
From Northeast

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 4
Facing Southwest

A photograph of a road with a proposed flag pole. The flag pole is a tall, thin pole with a flag flying from it. The road is paved and has a dashed white line down the center. There are trees and utility poles in the background. The sky is blue with some clouds.

Proposed Flag Pole

TBCom Properties
TB-172/UCF
View 5
Facing Northwest

Proposed
Flag Pole



TBCom Properties
TB-172/UCF
View 6
From Southwest

Proposed
Flag Pole

A black arrow pointing from the text "Proposed Flag Pole" to a flag pole in the distance.

TBCom Properties
TB-172/UCF
View 7
From East

**MINUTES FOR THE SEMINOLE COUNTY BOARD OF
ADJUSTMENT AUGUST 27, 2007 MEETING
ITEM #5
APPEAL OF THE PLANNING MANAGER'S DECISION**

Members Present: Mike Hattaway, Chairman; Alan Rozon, Tom O' Daniel, Michael Bass and Curtis Gashlin

Staff Present: Kathy Fall, Principal Planner; Tina Williamson, Acting Planning Manager; Denny Gibbs, Senior Planner; Joy Williams, Planner; Kathy Furey-Tran, Assistant County Attorney; Patty Johnson, Staff Assistant

1680 McCulloch Road – Tim O'Shaughnessy/TBCOM Properties LLC, applicant; Appeal of the decision of the Planning Manager regarding a camouflage communication tower determination in the PUD (Planned Unit Development District); Located on the north east corner of McCulloch Road and Lockwood Boulevard; (BA2007-01).
Tina Williamson, Interim Planning Manager

Tina Williamson stated that she was the Acting Planning Manager and that this item was an appeal of the Planning Manager's decision regarding a camouflage communication determination. She further stated that the Seminole County Land Development Section 30.1371 stated that camouflage communication towers may be permitted by the Planning Manager on parcels not assigned a residential zoning classification provided that the Planning Manager makes the findings set forth in the definition of the term "camouflage communication tower". She then stated that the subject property was located in the Carillon Planned Unit Development, parcel 202, which permits C-1 (Retail Commercial) district uses. The property was previously used as a Winn-Dixie grocery store, however the store is closed and the building is vacant. She also stated that the area proposed for the camouflage communication tower was on the southeast side of parcel 202, adjacent to a large conservation area. She further stated that the proposed tower in design would be 120 feet in height and would fly an American flag. She then stated that the definition of a "camouflage communication tower" in the Seminole County Land Development Code is: A tower designed to merge and blend into and conform in appearance with existing surroundings. An example of a camouflage communication tower would be a tower that is constructed in the form and shape of a tree in order to appear to be part of a forested area or a tower constructed to appear to be or to actually be a component

of a bell tower or to be or appear to be a component of a church steeple in order for the tower to be or appear to be part of these more aesthetically pleasing structures. Other examples of a camouflage communication tower would be signs, light poles, utility poles and roof fascias. She then stated that the determination as to whether a tower is a camouflage tower was based upon the following standards:

- The tower must blend into the existing surroundings of the tower and stay in character with the general area in which it would be located
- The tower must not appear unique, unusual or out of place
- A reasonable person with normal observational faculties and intelligence would not perceive the structure as a tower
- The camouflage technique used must not have negative impacts on the general area in which it would be located
- The applicant for the tower must provide reasonable and binding assurances that the camouflage technique used will be maintained and that the camouflage condition of the tower will be maintained

She further stated that in reviewing the application, it was determined that the proposed tower did not meet the definition of a “camouflage communication tower” based on the following findings:

- The proposed location is adjacent to a wetland conservation area. A 120 foot flagpole would not blend in with, and not be in character with a wetland conservation area
- Flagpoles are usually located in close association with the front of a building, so that they appear to be integrated into and part of the site. The tower is proposed to be located on the outskirts of the parking area, approximately 300 feet from the building, next to a conservation area. A 120 foot flagpole in this location would not blend in with the existing surroundings
- This use would appear to be unusual and out of place on a grocery store property because there is no contextual relationship between any type of retail use and a flag pole
- The height and design of the proposed tower and its incompatibility with the proposed location would also make it appear so out of place that it may result in the proposed tower being perceived by a reasonable person as a tower, and not as a flagpole

Mary Solik stated that she represented Mr. O’ Shaughnessy and his company TBCOM Properties. She further stated that quite simply they were before the Board of Adjustment because they disagreed with the Planning Manager’s determination. She then stated that Mr. O’ Shaughnessy and his company were in the business of building cell towers, they were not a carrier, but they were a vertical real estate company that build towers and then leased the space on the towers. She also stated that the proposed tower had four interested carriers. She

further stated that Mr. O' Shaughnessy had been trying to find a site to serve the Carillon residential neighborhood for approximately 5 years and finally found a willing Landlord in the Carillon Planned Unit Development, parcel 202. She then stated that Mr. O' Shaughnessy had to make a decision to either apply for a conditional use with no height limitations approval from the Board of Adjustment or do a camouflage application which is permitted on C-1 properties by right if they are camouflaged. She also stated that he chose to do a 120 feet camouflage tower to buffer the nearby residential neighborhood. She then referred to the packet that was given to the Board members and stated that on the front page of the packet was a picture of the proposed tower. She further referred to the site layout and photo sim section of the packet showing the proposed site location and stated that at 120 feet the tower was barely visible from the views of the different locations of the photo sim. She then stated that the Planning Manager's determination was based on the language of the code and they came to a different conclusion than the Planning Manager on some of the issues. She further stated that the first criteria stated that the tower must blend into the existing surroundings and the Planning Manager focused solely on the tower proximity to the wetland area to the east and that if you look at the entire area you have commercial and residential which is a mixed use area, and that instead of viewing it as being inconsistent with the existing conservation area they see it as being a buffer for the flag pole from the residential areas to the north and east. She then stated that a reasonable person would not see the tower and that the ground equipment would be fenced and landscaped and it is off the road and you would not be able to see it. She also stated that the camouflage technique would not have a negative impact in the area and that it would actually increase the cell service to the surrounding residential communities with out actually invading the residential community. She lastly stated that there is a growing demand for cell service for residential coverage.

After general discussion by the Board of Adjustment.

Mr. Bass made a motion to overturn the Planning Manager's determination regarding a camouflage communication tower.

Mr. O' Daniel seconded the motion.

The motion passed by (4-1) vote. Mr. Hattaway was in opposition

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Orange Boulevard Small Scale Land Use Amendment and Rezone

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Ian Sikonia

EXT: 7398

MOTION/RECOMMENDATION:

1. APPROVE the request and enact an ordinance for a Small Scale Land Use Amendment from SE (Suburban Estates) to PD (Planned Development) and enact an ordinance for a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 4.25± acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard, and approve the attached Preliminary Master Plan and Development Order, based on staff's findings, and authorize the Chairman to execute the aforementioned documents; (Rob Wassum, applicant); or

2. DENY the request for a Small Scale Land Use Amendment from SE (Suburban Estates) to PD (Planned Development) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 4.25± acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard and authorize the Chairman to execute the Denial Development Order; (Rob Wassum, applicant); or

3. CONTINUE the item to a time and date certain.

District 5 Brenda Carey

Ian Sikonia

BACKGROUND:

The applicant requests a Small Scale Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on approximately 4.25 acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard. The requested zoning and land use will allow a maximum of nine lots that are a minimum of 9,000 square feet, with a recreation area and a wet detention pond. The density of the proposed PUD is 2.86 dwelling units per net buildable acre.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on August 1, 2007 and voted 5 to 0 to recommend APPROVAL of the request for a Small Scale Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 4.25± acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard, and recommend approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order, per staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request and enact an ordinance for a Small Scale Land Use Amendment from SE (Suburban Estates) to PD (Planned Development) and enact an ordinance for a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on 4.25± acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard, and approve the attached Preliminary Master Plan and Development Order, based on staff's findings, and authorize the Chairman to execute the aforementioned documents.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Zoning and Land Use Map
4. Aerial Map
5. Preliminary Master Plan
6. Development Order
7. Ordinance
8. Ordinance
9. Applicant Justification Statement
10. School Analysis
11. Denial Development Order
12. Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Orange Boulevard SSLUA and Rezone	
APPLICANT	Rob Wassum
PROPERTY OWNER	Mario Diaz
REQUEST	SSLUA from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)
PROPERTY SIZE	4.25 ± acres
HEARING DATE (S)	P&Z: August 1, 2007 BCC: September 25, 2007
PARCEL ID	16-19-30-5AB-1700-0010
LOCATION	Located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard.
FUTURE LAND USE	Suburban Estates (SE)
ZONING	A-1 (Agriculture)
FILE NUMBER	Z2006-16
COMMISSION DISTRICT	#5 – Carey

Proposed Development:

The applicant is proposing a residential subdivision consisting of nine lots (9,000 square feet minimum lot size) with a recreational area and a wet detention pond.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located on the north side of Orange Boulevard which contains a mixture of property zoned A-1 and urban subdivisions. Over the past several years the area has transitioned from primarily agricultural uses to residential developments. There are two PUD's in the immediate area which have smaller minimum lot sizes than the 9,000 square foot minimum proposed on the subject property. The Lake Forest PUD and the Retreat at Wekiva PUD consist of 6,700 to 8,750 square foot lots and allow 257 and 1,016 single-family dwelling units, respectively. Prior approvals in the immediate area indicate that this area is changing and that the subject property warrants a different Future Land Use designation.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering. However, there appears to be no wetlands or flood prone areas on the subject property

The subject property is not located within any special or restrictive district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is a vacant parcel which is situated in an area that has potential for residential growth. West of the property is the Seminole Community Church, to the east is the Retreat at Wekiva PUD, to the south is the Lake Forest PUD, and to the north is the Suburban Estates Future Land Use. Staff finds that the proposed Preliminary Master Plan demonstrates a compatible transition from the Seminole Community Church to the west and the 257 lot Retreat at Wekiva PUD to the east.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**
- 2. Dedications or contributions in excess of Land Development Code requirements**
- 3. Affordable housing**

4. Economic development

5. Reduction in transportation impacts on area-wide roads

6. Mass transit

Staff Evaluation

The subject property is in an urban area with adequate public facilities. Therefore, the applicant is not proposing any additional facility improvements. Staff is proposing setback and buffering standards that are in excess of the Seminole County Land Development Code requirements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in a transitioning area, with the Seminole Community Church to the west, the Retreat at Wekiva PUD to the east, the Lake Forest PUD to the south, and the Suburban Estates Future Land Use to the north. The applicant is proposing a density of 2.86 units per net buildable acre. The proposed density of the PUD is slightly higher than the density of the Retreat at Wekiva PUD, due to the small size of the proposed development (approximately 4 acres) and is equivalent to the Low Density Residential (LDR) Future Land Use designation (up to 4 dwelling units per net buildable acre). However, the proposed minimum lot size is larger than what is required in the surrounding PUDs. There is existing LDR land use in the vicinity of the proposed project, on the south side of Orange Boulevard. The table below compares

acreage, density and number and size of dwelling units for the proposed and surrounding PUDs:

	Proposed	Retreat at Wekiva	Lake Forest
Total # of Acres	4±	87±	538±
Net Density	2.86 DU/Acre	2.8 DU/Acre	3.5 DU/Acre
Allowable Units	9	257	1,016
Min. Lot Size	9,000 sq.ft.	7,500 sq.ft.	6,700 sq.ft.

The densities of the Retreat at Wekiva and Lake Forest PUDs are equivalent to the Low Density Residential (LDR) Future Land Use designation. Staff finds that the proposed land use of PD with a maximum density of 2.86 dwelling units per net buildable acre, up to a maximum of nine dwelling units, is a compatible transitional land use to the adjacent church, Retreat at Wekiva PUD, and the Lake Forest PUD. If the proposed density is approved it will be reflected as a note on the Future Land Use Map.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following tables depict the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested district of PUD (Planned Unit Development):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (PUD)
Minimum Lot Size	43,560 square feet	9,000 square feet
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150 feet	75 feet
Front Yard Setback	50 feet	20 feet
Side Yard Setback	30 feet	7.5 feet
(Street) Side Yard Setback	50 feet	20 feet
Rear Yard Setback	10 feet	20 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 (Agriculture)	PUD (proposed)
Permitted Uses	Agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production,	Single-Family Dwelling, Home Occupations, Community Residential Homes, Home Offices.

Uses	A-1 (Agriculture)	PUD (proposed)
	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.	
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.	N/A
Minimum Lot Size	43,560 sq. ft.	9,000 sq. ft.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0030E, with an effective date of April 17, 1995, as well as preliminary DFIRMs, the property appears to lie in floodzone X, outside the 100 year floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on preliminary analysis, there may be endangered and threatened wildlife on the subject property. A threatened and endangered study along with a species of special concern survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Zoning (A-1)*	Proposed Development (PUD) ¹	Net Impact
Water (GPD)	1,400	3,150	+1,750
Sewer (GPD)	1,200	2,700	+1,500
Traffic (ADT)	38	86	+48

* Numbers are based on a 4 unit residential subdivision.

¹ Proposed PUD Development is based on 9 unit residential subdivision.

Utilities:

The site is located in the Northwest Seminole County utility service area, and will be required to connect to public utilities. There is a 12-inch water main on the south side of Orange Blvd. and a 4-inch force main on the south side of Orange Blvd. The subject property is in the ten year master plan for reclaimed water. The irrigation system must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The property is adjacent to Orange Boulevard which is classified as collector roadway. Orange Boulevard is not currently programmed to be improved according to 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.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #34, which is located at 4905 Wayside Drive. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Lake Monroe Drainage Basin, and has limited downstream capacity. Based on preliminary review, the site will have to be designed to hold the 100 year/24 hour pre-post volume difference.

Parks, Recreation and Open Space:

The applicant will need to designate 1.01 acres of useable open space, per Section 30.451 (e) of the Land Development Code. The specific locations of the required 25% useable open space will be designated at the time of Final Master Plan approval.

Buffers and Sidewalks:

The proposed buffers consist of a 10 foot Landscape buffer along the west, north, and east perimeter of the PUD. The required plantings for the buffer will be determined at the time of Final Master Plan. The applicant is required to build a sidewalk along the frontage of Orange Boulevard. At this time there are no sidewalks along the north side of Orange Boulevard, however if the adjacent properties develop they will be required to build sidewalks to connect to the proposed sidewalk.

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 following policies are applicable with the proposed project:

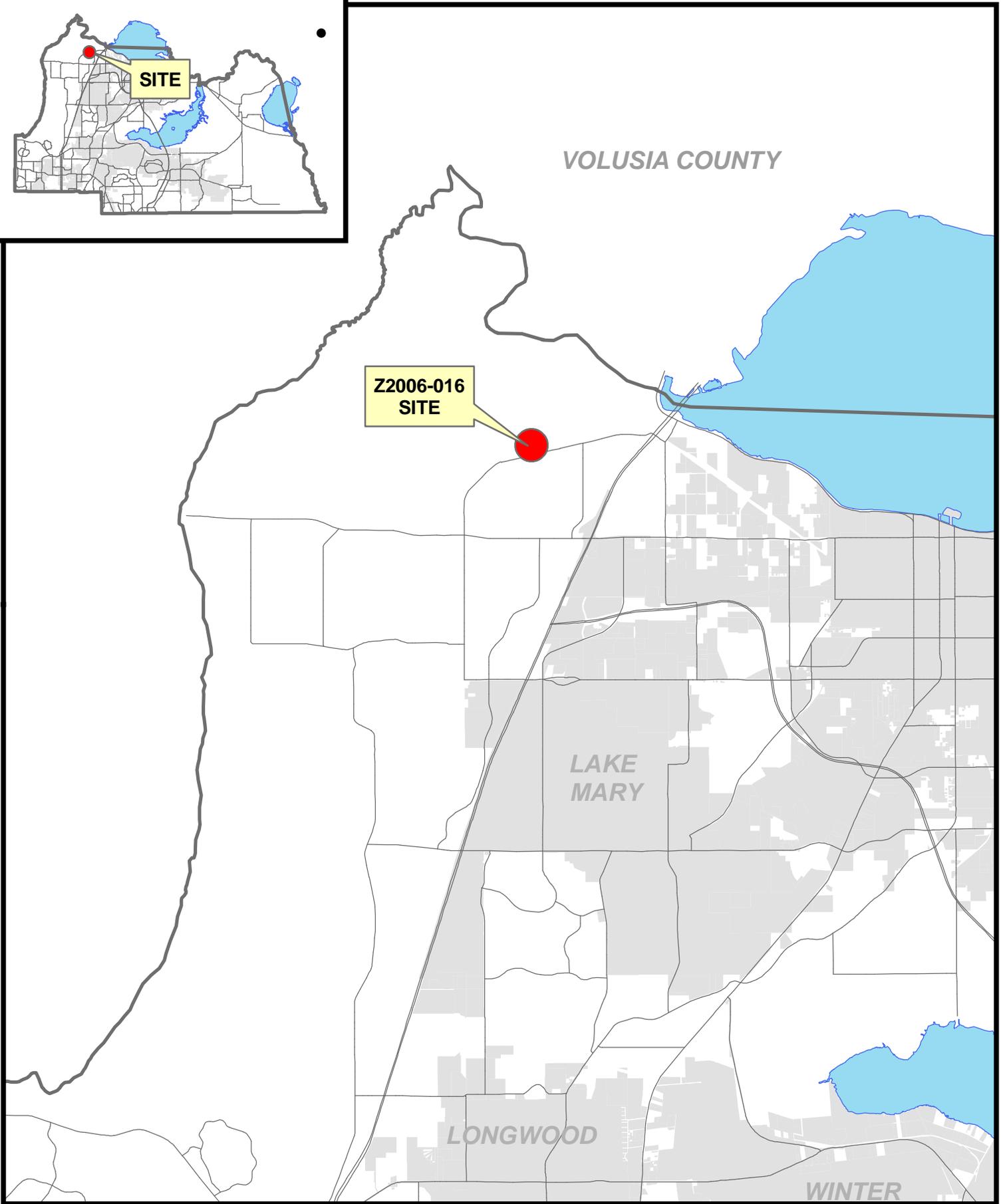
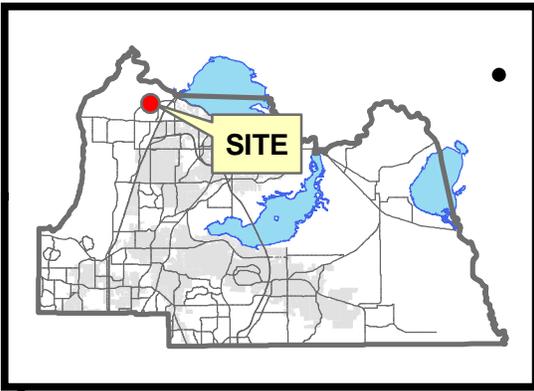
- Policy FLU 2.5: Transitional Land Uses
- Policy FLU 2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy PUB 2.1: Public Safety Level-of-Service
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

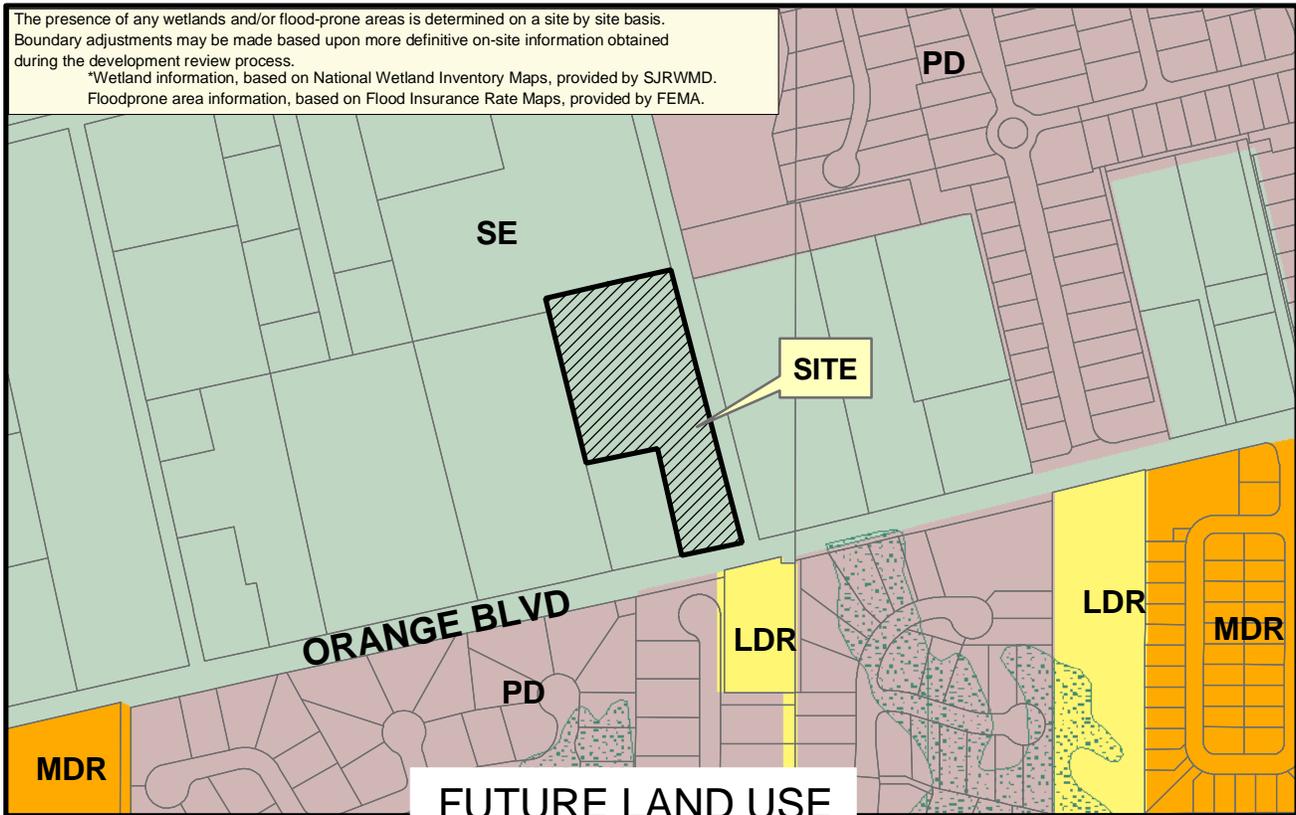
An intergovernmental notice was sent to the Seminole County School Board and they have provided a School Capacity Analysis, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



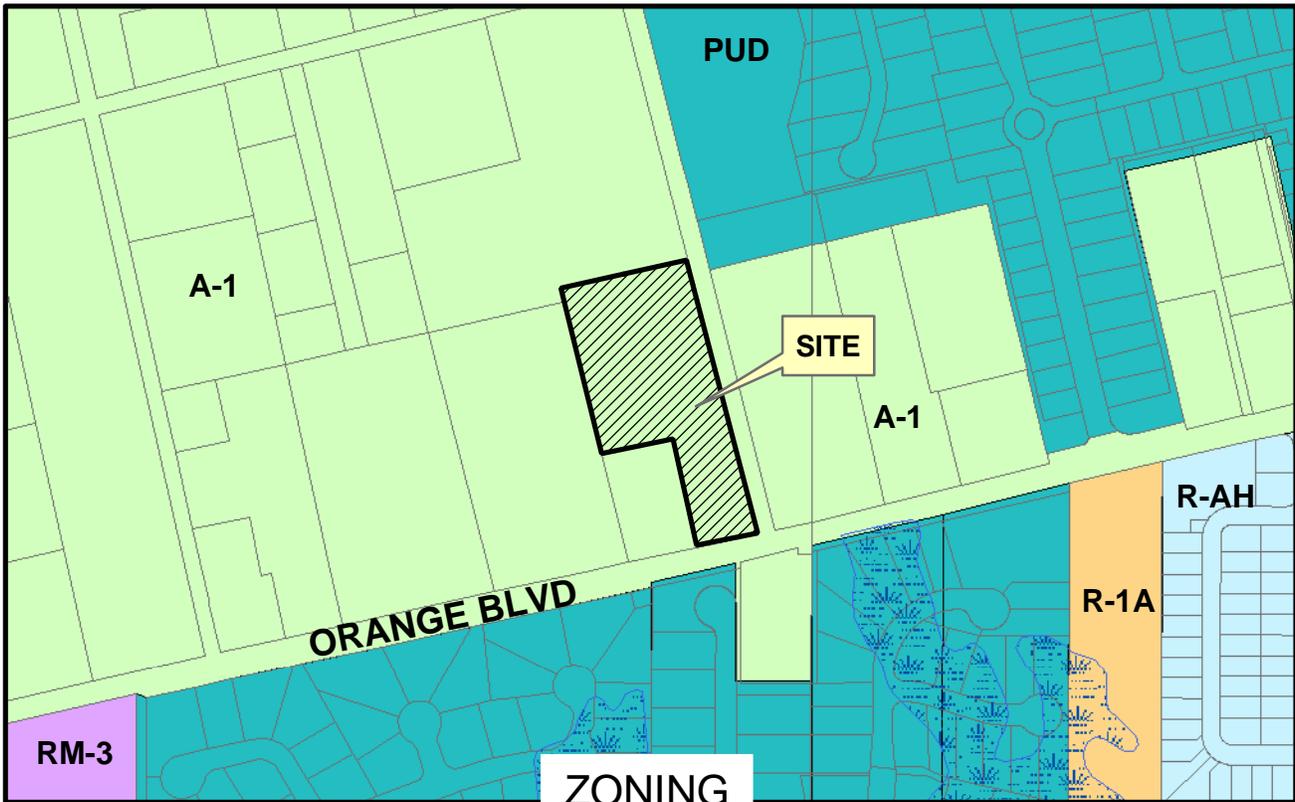
The presence of any wetlands and/or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process.
 *Wetland information, based on National Wetland Inventory Maps, provided by SJRWMD.
 Floodprone area information, based on Flood Insurance Rate Maps, provided by FEMA.



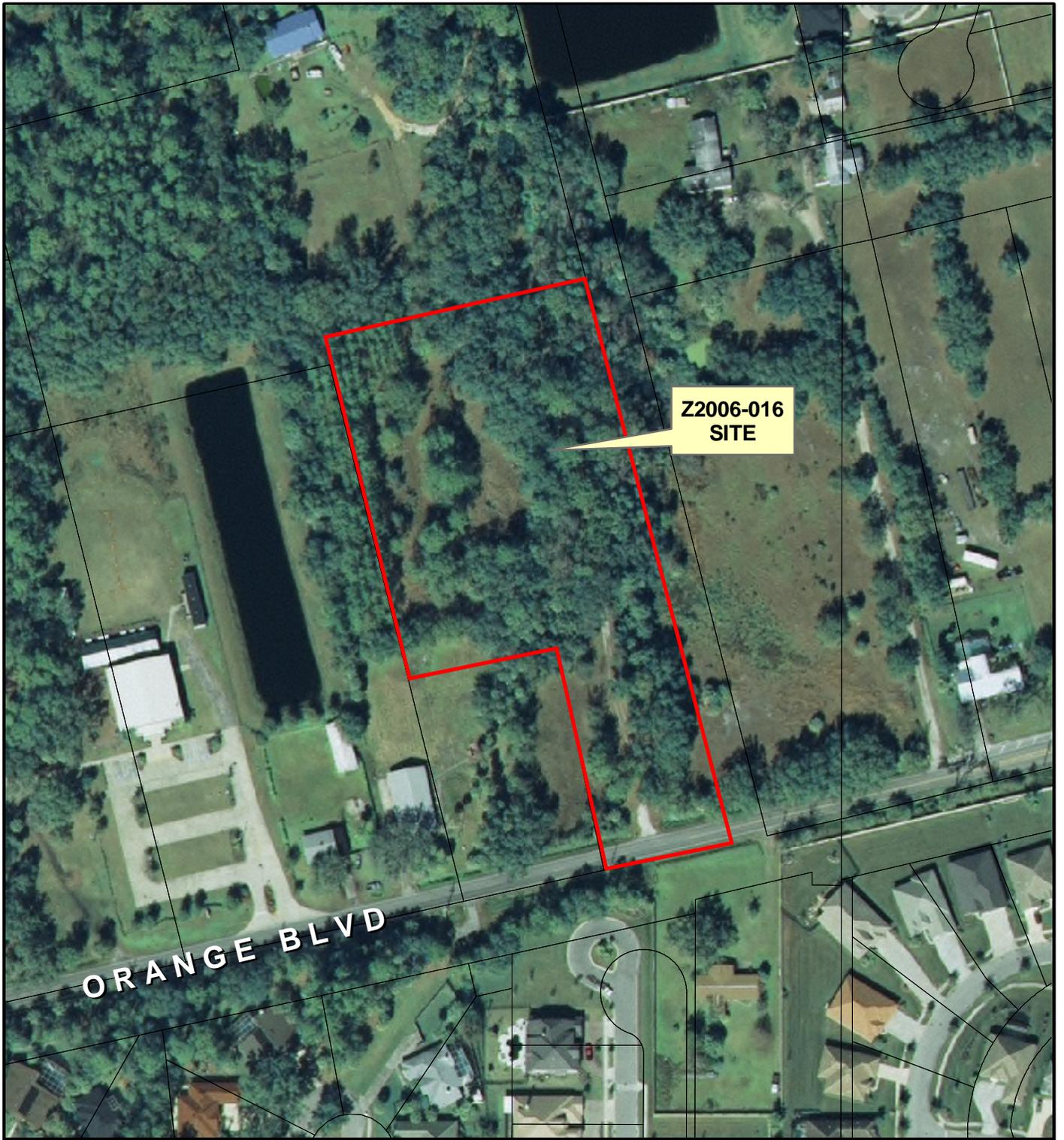
Site
 Municipality
 LDR
 MDR
 SE
 PD
 CONS

Applicant: Rob Wassum
 Physical STR: 16-19-30-5AB-1700-0010
 Gross Acres: 4.25 BCC District: 5
 Existing Use: Agriculture
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	03-06SS.01	SE	PD
Zoning	Z2006-016	A-1	PUD



A-1
 R-1A
 R-AH
 RM-3
 FP-1
 W-1



Z2006-016
SITE

ORANGE BLVD

FLU No: 03-06SS.01
From: SE To: PD
Rezone No: Z2006-016
From: A-1 To: PUD

- Parcel
- Subject Property



Spring 2006 Color Aerials



GRAPHIC SCALE
1" = 40' FT

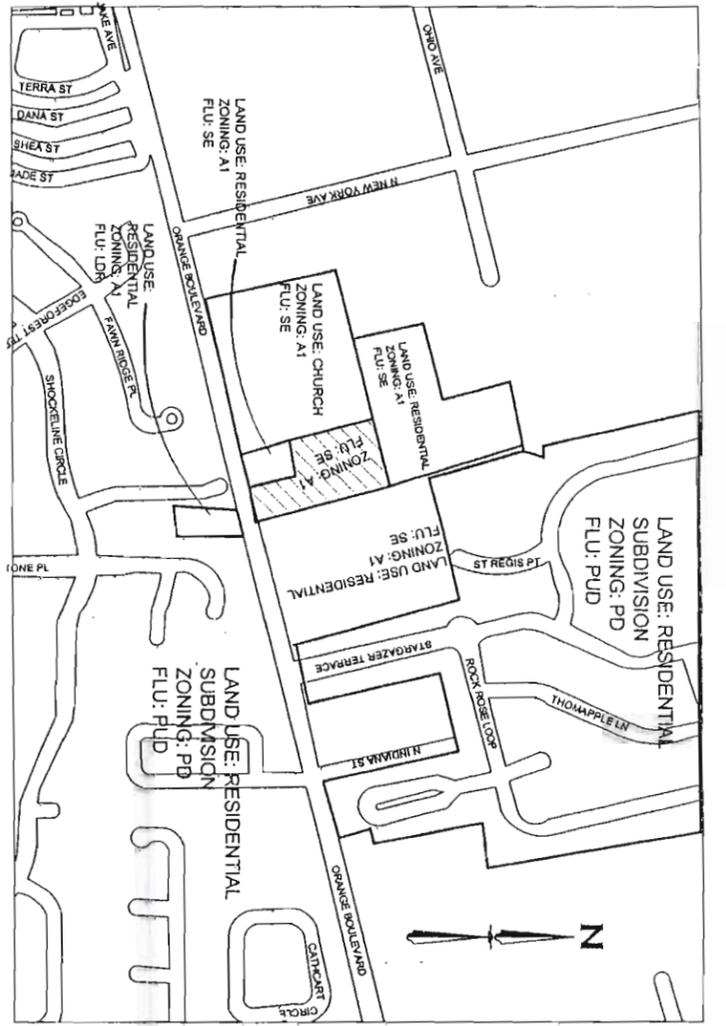
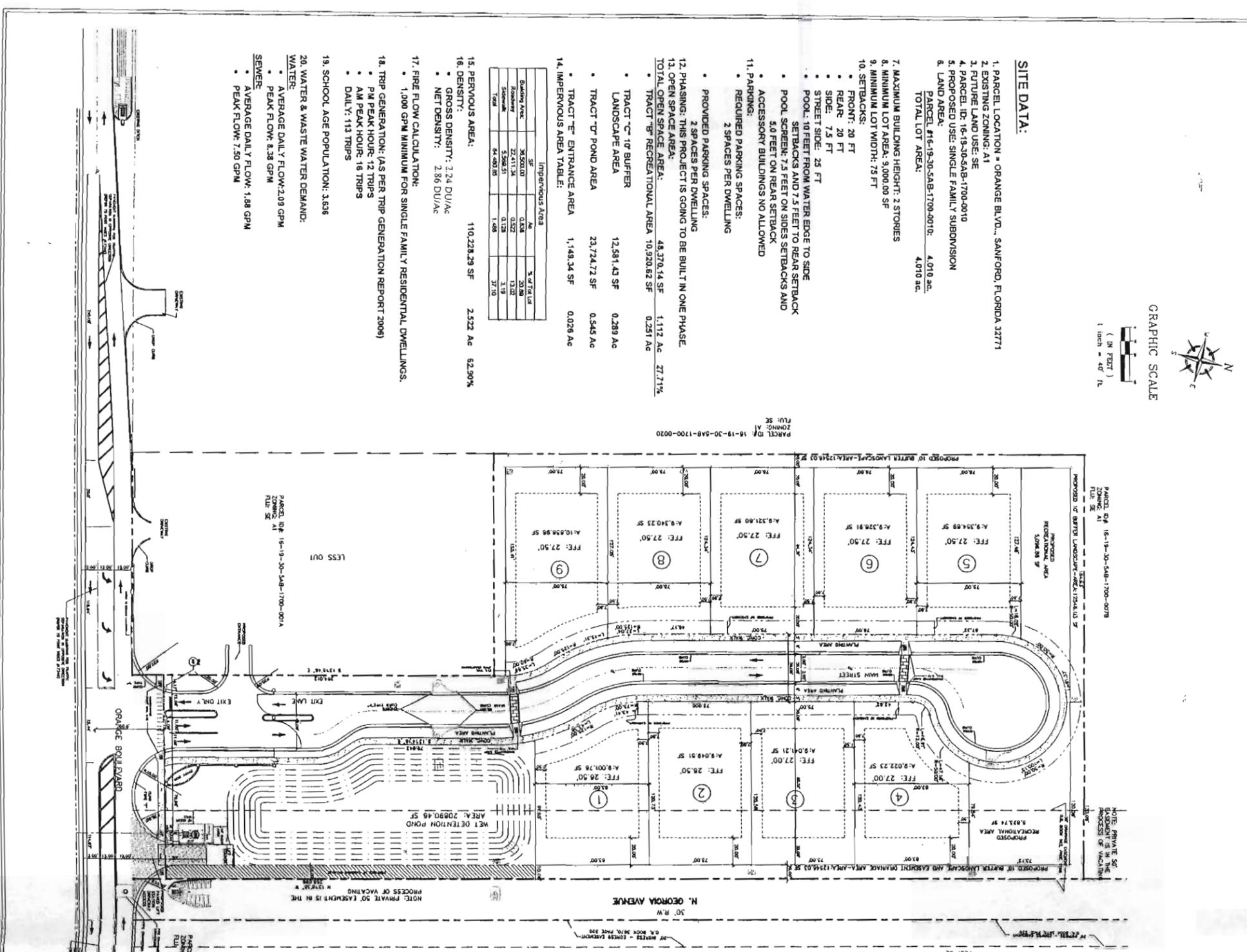
SITE DATA:

1. PARCEL LOCATION - ORANGE BLVD., SANFORD, FLORIDA 32771
2. EXISTING ZONING: A1
3. FUTURE LAND USE: SE
4. PARCEL ID: 16-19-30-5A-B-1700-0010
5. PROPOSED USE: SINGLE FAMILY SUBDIVISION
6. LAND AREA: 4.010 AC
7. TOTAL LOT AREA: 4,010 AC

7. MAXIMUM BUILDING HEIGHT: 2 STORIES
8. MINIMUM LOT AREA: 9,000.00 SF
9. MINIMUM LOT WIDTH: 75 FT
10. SETBACKS:
 - FRONT: 20 FT
 - REAR: 20 FT
 - SIDE: 7.5 FT
 - STREET SIDE: 25 FT
- POOL: 10 FEET FROM WATER EDGE TO SIDE SETBACKS AND 7.5 FEET TO REAR SETBACK
- POOL SCREEN: 7.5 FEET ON SIDES SETBACKS AND 5.0 FEET ON REAR SETBACK
- ACCESSORY BUILDINGS NOT ALLOWED
11. PARKING:
 - REQUIRED PARKING SPACES: 2 SPACES PER DWELLING
 - PROVIDED PARKING SPACES: 2 SPACES PER DWELLING
12. PHASING: THIS PROJECT IS GOING TO BE BUILT IN ONE PHASE.
13. OPEN SPACE AREA: 48,370.14 SF 1,112 AC 27.71%
14. TOTAL OPEN SPACE AREA: 10,920.62 SF 0.251 AC

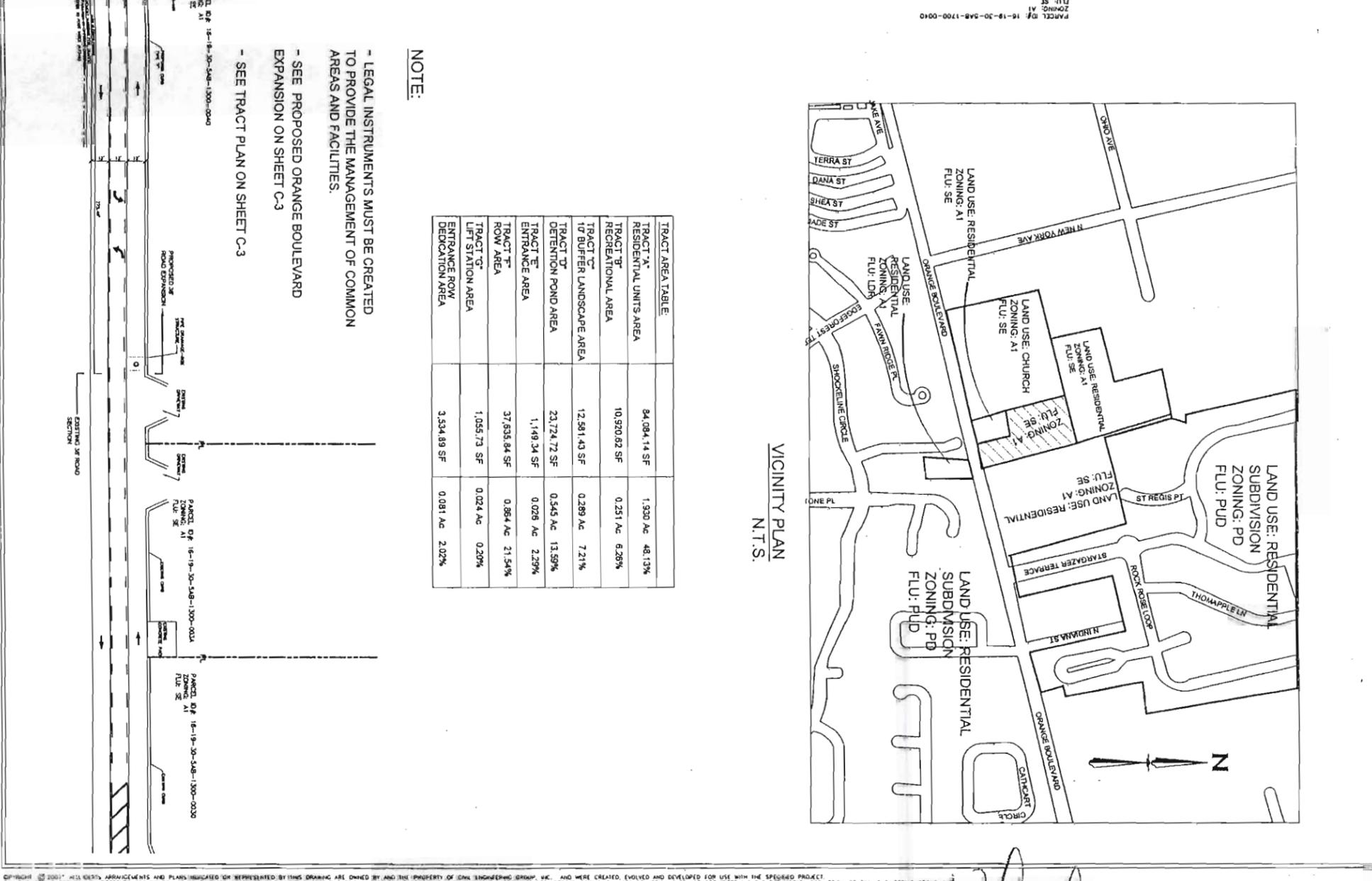
15. PERVIOUS AREA: 110,228.29 SF 2,522 AC 62.90%
16. DENSITY:
 - GROSS DENSITY: 2.24 DU/AC
 - NET DENSITY: 2.86 DU/AC
17. FIRE FLOW CALCULATION:
 - 1,000 GPM MINIMUM FOR SINGLE FAMILY RESIDENTIAL DWELLINGS.
18. TRIP GENERATION: (AS PER TRIP GENERATION REPORT 2006)
 - PM PEAK HOUR: 12 TRIPS
 - AM PEAK HOUR: 18 TRIPS
 - DAILY: 113 TRIPS
19. SCHOOL AGE POPULATION: 3,636
20. WATER & WASTE WATER DEMAND:
 - AVERAGE DAILY FLOW: 2.09 GPM
 - PEAK FLOW: 8.38 GPM
 - AVERAGE DAILY FLOW: 1.88 GPM
 - PEAK FLOW: 7.50 GPM

Impervious Area	Ac	% of Total Lot
Building Area	26,500.00	20.89
Paved Area	22,411.34	17.82
Other Area	61,316.95	48.29
Total	110,228.29	27.71%



TRACT AREA TABLE	Area (SF)	Area (Ac)	Density
TRACT A* RESIDENTIAL UNITS AREA	84,084.14 SF	1,930 AC	48.13%
TRACT B* RECREATIONAL AREA	10,920.62 SF	0.251 AC	6.26%
TRACT C* 10' BUFFER LANDSCAPE AREA	12,581.43 SF	0.289 AC	7.21%
TRACT D* DETENTION POND AREA	23,724.72 SF	0.545 AC	13.59%
TRACT E* ENTRANCE AREA	1,149.34 SF	0.026 AC	2.29%
TRACT F* ROW AREA	37,635.84 SF	0.864 AC	21.54%
TRACT G* LIFT STATION AREA	1,055.73 SF	0.024 AC	0.20%
ENTRANCE ROW REDUCTION AREA	3,334.89 SF	0.081 AC	2.02%

NOTE:
 - LEGAL INSTRUMENTS MUST BE CREATED TO PROVIDE THE MANAGEMENT OF COMMON AREAS AND FACILITIES.
 - SEE PROPOSED ORANGE BOULEVARD EXPANSION ON SHEET C-3
 - SEE TRACT PLAN ON SHEET C-3



<p>ORANGE BLVD. SUBDIVISION SEMINOLE COUNTY, FLORIDA</p> <p>PRELIMINARY MASTER PLAN</p>	<p>JCM CONSTRUCTION COMPANY, LLC 5005 OHIO AVENUE SANFORD, FLORIDA, 32771</p>	<p>DATE: _____</p> <p>DESCRIPTION: _____</p> <p>SCALE: AS NOTED DATE: APRIL 2007 DESIGN: E.A. DRAWN: M.D. CHECKED: _____ JOB NO: C-2 DWG JOB NO: SHEET 98333.01 C-2</p>	<p>CEG Civil Engineering Group, Inc. 2440 E. Altonway Street, Orlando, Florida 32706 Tel: (407) 408-8200 • Fax: (407) 408-8222 Certificate of Authorization # 2215</p> <p>MAY 30 2007</p>
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**SEMINOLE COUNTY APPROVAL DEVELOPMENT
ORDER**

On September 25, 2007, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Legal description attached as Exhibit A.

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Mario Diaz
1837 Wingfield Dr.
Longwood, FL 32779

Project Name: Orange Boulevard PUD

Requested Development Approval:

Small Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by:
Ian Sikonia, Senior Planner
1101 East First Street
Sanford, Florida 32771

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

(1) The aforementioned application for development approval is **GRANTED**.

(2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.

(3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:

- a. All development shall comply with the Preliminary Master Plan attached as Exhibit B.
- b. The maximum allowable density shall not exceed 2.86 dwelling units per net buildable acre, up to a maximum of 9 dwelling units
- c. Maximum allowable building height shall be 35 feet.
- d. The setbacks should be as follows;

Front	20 Feet
Side	7.5 Feet
Rear	20 Feet
Side Street	20 Feet
- e. A pool shall maintain a minimum 10 foot side and rear yard setback and a pool screen enclosure shall maintain the same side yard setback applicable to the main residence and a minimum 5 foot rear yard setback.
- f. The front setbacks shall be measured from the front lot line or the nearest edge of sidewalk whichever is closer to the single-family structure.
- g. The minimum lot size for single-family dwellings shall be a minimum of 9,000 square feet.
- h. The permitted uses shall be single-family detached dwellings, home offices, community residential homes, home occupations and customary recreational facilities for the use of the residents.
- i. Accessory buildings shall be prohibited.
- j. All landscape buffers and common areas shall be maintained by a homeowners association.
- k. A minimum of 25% useable open space shall be provided for the entire PUD. The location of and amenities associated with the open space and buffers shall be provided at the time of Final Master Plan.
- l. There shall be one access point on Orange Boulevard as shown on Exhibit B.
- m. A cross access easement with the adjacent parcel to the southwest shall be required unless staff determines it is not feasible.

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually

Z2006-16

Development Order # 06 22000002

burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

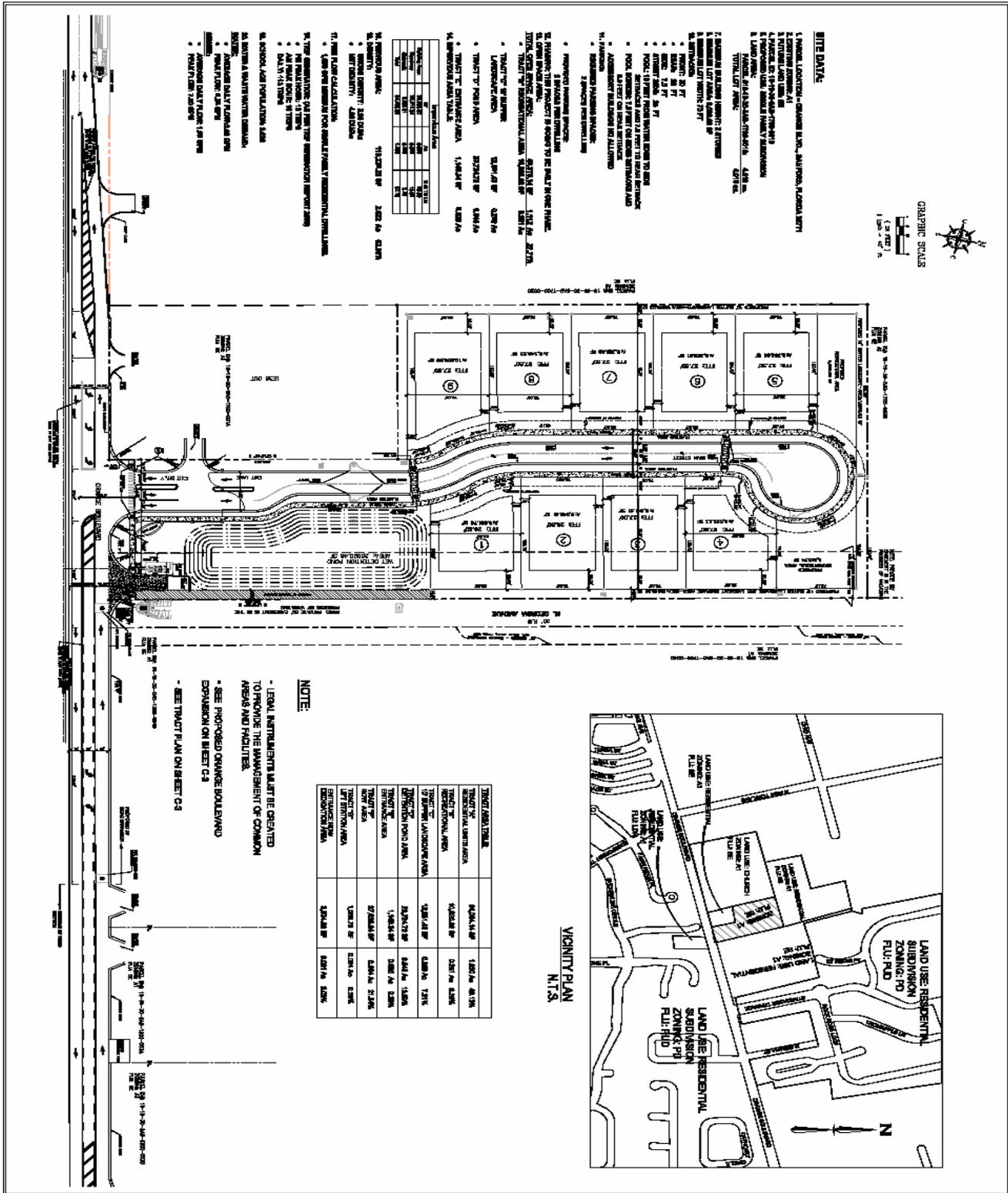
By: _____
Carlton D. Henley
Chairman, Board of County Commissioners

EXHIBIT A

LEGAL DESCRIPTION

The South 33 feet of Lot 8 and Lot 1 (less the Southerly 264 feet of the Westerly 165 feet of said Lot 1), Block 17, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128 ½, of the Public Records of Seminole County, Florida.

EXHIBIT B



<p>ORANGE BLVD. SUBDIVISION SEMINOLE COUNTY, FLORIDA</p> <p>PRELIMINARY MASTER PLAN</p>	<p>JCM CONSTRUCTION COMPANY, LLC 6066 OHIO AVENUE SANFORD, FLORIDA, 32771</p>	<table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>APP</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION	APP													<p>CEG Civil Engineering Group, Inc. 10000 N. US HWY 1, SUITE 100 SANFORD, FLORIDA 32771 PHONE: 407-329-1111 FAX: 407-329-1112 WWW: WWW.CEG-FL.COM</p>
DATE	DESCRIPTION	APP																

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 SUBURBAN ESTATES TO PLANNED DEVELOPMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM THE SEMINOLE COUNTY CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County enacted Ordinance Number 91-13 which adopted the 1991 Seminole County Comprehensive Plan (“the Plan”), which Plan has been subsequently amended from time-to-time and in accordance with State law; and

WHEREAS, the Board of County commissioners has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to a Small Scale Development Amendment; and

WHEREAS, the Board of County Commissioners has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Local Planning Agency held a Public Hearing, with all required public notice, on August 1, 2007, for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners held a Public Hearing on September 25, 2007, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is internally consistent, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

NOW, THEREFORE, BE IN ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(b) The associated rezoning request was completed by means of Ordinance Number 07-_____.

(c) The development of the property is subject to the development intensities and standards permitted by the overlay Conservation land use designation, Code requirements and other requirements of law.

Section 3. SEVERABILITY:

If any provision of this Ordinance or the application to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application and, to this end, the provisions of this Ordinance are declared severable.

Section 4. EXCLUSION FROM COUNTY CODE/CODIFICATION:

(a) It is the intent of the Board of County Commissioners that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this Ordinance as a separate

document or as part of the Land Development Code of Seminole County in accordance with prior directions given to said Code Codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. EFFECTIVE DATE:

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State and the Florida Department of Community Affairs by the Clerk of the Board of County Commissioners in accordance with Section 125.66 and 163.3187, Florida Statutes.

(b) This ordinance shall take effect upon filing a copy of this Ordinance with the Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the plan amendment set forth herein shall be thirty-one (31) days after the date of adoption by the Board of County Commissioners or, if challenged within thirty (30) days of adoption, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders, development permits, or land use dependent on an amendment may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the affected amendment may nevertheless be made effective by the Board of County Commissioners adopting a resolution affirming its effective

status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 25th day of September, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____

Carlton Henley, Chairman

APPENDIX A

LEGAL DESCRIPTION

The South 33 feet of Lot 8 and Lot 1 (less the Southerly 264 feet of the Westerly 165 feet of said Lot 1), Block 17, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128 ½, of the Public Records of Seminole County, Florida.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LENGTHY LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE PUD (PLANNED UNIT DEVELOPMENT) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR 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 "Orange Boulevard Rezone and Small Scale Land Use Amendment", dated September 25, 2007.

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to PUD (Planned Unit Development):

SEE ATTACHED EXHIBIT A

Section 3. 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 on the recording date of the Development Order #06-22000002 in the Official Land Records of Seminole County.

ENACTED this 25th day of September 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

EXHIBIT A
LEGAL DESCRIPTION

The South 33 feet of Lot 8 and Lot 1 (less the Southerly 264 feet of the Westerly 165 feet of said Lot 1), Block 17, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128 ½, of the Public Records of Seminole County, Florida.



July 9, 2007

Ms. April Boswell, Planning Manager
Seminole County
1101 E. First Street
Sanford, Florida 32771

JUSTIFICATION STATEMENT
FOR PROPOSED FUTURE LAND USE AMENDMENT

Tax Parcel Id #'s;

16-19-30-5AB-1700-0010

Introduction

The Civil Engineering Group, Inc. (CEG) has applied to Seminole County, Florida to change the future land use designation of a 4.25 acre site at the north side of Orange Boulevard, west of North Oregon Street from A-1 to PUD. The majority property is planned to be utilized as a single family residential development with nine units. The balance of the site is planned for recreation use and stormwater management systems required to support the development. Applicant has been asked to address the Future Land Use Element Plan Amendment Standards of Review, the definition of Planned Development, and Policy FLU 2.11. A copy of our application and all attachments are incorporated herein for purposes of information to be used by staff.

Analysis

The Vision 2020 Comprehensive Plan ("the Plan") presents four (4) major categories of Plan policies concerning standards of review, summarized as follows:

- A. Programs.
- B. Regulations.
- C. Development Policies.
- D. Coordination.

The Applicant does not believe that categories A or D require any discussion by the applicant and does believe that staff can adequately address these topics for the Board of County Commissioners ("BCC"), except to say that existing government services and facility programs are in place and no additional coordination activities will be required for the proposed uses .

Category B, regulations for managing growth and protecting the environment applicable to this discussion consist of meeting compatibility requirements by providing adequate setbacks, buffers and landscaping to the adjacent property to the west of the site. The site was originally part of a larger lot that extends to the north, so the compatibility of the proposed use with this adjacent parcel is clear. In order to discuss the compatibility issue, a quick review of existing land in the area, and nearby proposed developments should suffice.

The applicant and staff have agreed upon a setback/buffer/landscape plan which will permit Seminole County to achieve consistency with growth management plans and compatibility with adjacent parcels.

The applicant believes the proposed land use change is not only appropriate, but it reflects Seminole County's vision for quality residential developments.

The applicant also believes that the Plan would only require an individual site compatibility analysis. The applicant would address criteria A-F (at FLU-63) as follows:

A. There should be no disagreement that the character of the surrounding area has changed enough to warrant the proposed land use.

B. Public services and facilities are in place and at adopted levels of service.

C. The site is suitable in size and location for the proposed uses.

D. There are no special laws applicable to the site.

E. The proposed uses are compatible with surrounding development when combined with setbacks, buffers and landscaping.



SEMINOLE COUNTY PUBLIC SCHOOLS School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: July 9, 2007

RE. Z2006-16 Orange Blvd Subdivision

Seminole County Public Schools (SCPS), in reviewing the above rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description - 3.6–acres Located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard. The applicant is proposing to construct a9 single family dwelling unit subdivision, at a density of approximately 2.8 dwelling units per net buildable acre.
Parcel ID #: 16-19-30-5AB-1700-0010.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following tables:

Total Proposed units					
Total # of Units		# of Single-Family Lots		# of Multi-Family Units	
9		9		0	
Student Generation					
Impacted Schools	Projected Number of Additional Students	Current Capacity	Current Enrollment	Percent Utilization	Students Resulting from Recently Approved Developments
Elementary Northwest Cluster	2	4284	4294	100.2	165
Middle Sanford	1	1408	1319	93.7	98
High Seminole	1	3049	3187	104.5	185

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations

iii) High: 2,800 student stations

Projected Number of Additional Students: is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments:

The students generated at the Elementary and Middle and High school level resulting from the proposed development, would at this point be able to be absorbed into the zoned schools without adverse affect. While there are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected schools, the addition of these students would not require consideration. In addition to the students generated from the proposal, the number of students expected from recent developments in the attendance areas of the affected schools would also place further pressures on the school system. These new developments may affect the provision of concurrent school facilities at the point of final subdivision approval.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On September 25, 2007, 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: Mario Diaz
1837 Wingfield Dr.
Longwood, FL 32779

Project Name: Orange Boulevard Rezone and Land Use Amendment

Requested Development Approval:

Small Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)

The Board of County Commissioners has determined that the request for a Small Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned Unit Development) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Orange Boulevard Small Scale Future Land Use Amendment from Suburban Estates (SE) to Planned Development (PD); and rezone from A-1 (Agriculture) to PUD (Planned Unit Development)" and all evidence submitted at the public hearing on September 25, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested development approval should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:
The aforementioned application for development approval is DENIED.
Done and Ordered on the date first written above.

SEMINOLE COUNTY BOARD OF COUNTY
COMMISSIONERS

By: _____
Carlton D. Henley, Chairman

EXHIBIT A

LEGAL DESCRIPTION

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**MINUTES FOR THE REGULAR MEETING OF
THE SEMINOLE COUNTY LAND PLANNING AGENCY /
PLANNING AND ZONING COMMISSION**

WEDNESDAY, AUGUST 1, 2007

Members present: Matthew Brown, Dudley Bates, Walt Eismann, Kim Day, and Melanie Chase.

Members absent: Ben Tucker and Rob Wolf

Also present: Dori DeBord, Director of Planning and Development; Tina Williamson, Acting Planning Manager; Herman Wright, Principal Planner; Sheryl Stolzenberg, Principal Coordinator; Ian Sikonia, Senior Planner; Tony Walter, Principal Planner; Jim Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

Orange Boulevard Rezone and Land Use Amendment; Rob Wassum, P.E., applicant; 4.25± acres; Small Scale Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard. (Z2006-16 / 03-06SS.01)

Commissioner Carey – District 5
Ian Sikonia, Senior Planner

Ian Sikonia said that zoning and land use amendment will allow for a 9 unit subdivision with a recreation area and retention pond. The proposed density is 2.86 units per net buildable acre. Staff finds that the proposed density and the proposed maximum 9 units is an appropriate transition to the adjacent uses. This site will be required to connect to public utilities. Required plantings and buffers will be determined at the time of Final Master Plan. The applicant is required to build a sidewalk along the frontage of Orange Boulevard. Staff recommendation is for approval of the request. Mr. Sikonia said that he would like to amend the Development Order to include the addition of a few words to condition "E". Condition E will now read: "The front setbacks shall be measured from the front lot line or the nearest edge of sidewalk, whichever is closer to the single family structure."

The applicant was not present at the hearing.

No one spoke from the audience.

Commissioner Chase made a motion to recommend approval of the request for a Small Scale Land Use Amendment from Suburban Estates (SE) to Planned Development (PD) and rezone from A-1 (Agriculture) to PUD (Planned unit Development) on 4.25 acres, located on the north side of Orange Boulevard, approximately ¼ mile west of the intersection of Amanda Kay Circle and Orange Boulevard, and recommend approval of the attached Preliminary Master Plan, subject to the conditions in the attached Development Order (with amended language to condition “E”) subject to staff findings.

Commissioner Bates seconded the motion.

The motion carried 5 – 0.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Update to the Flood Prone Properties Ordinance

DEPARTMENT: Planning and Development **DIVISION:** Building and Fire

AUTHORIZED BY: Dori DeBord

CONTACT: Tom Helle

EXT: 7338

MOTION/RECOMMENDATION:

Approve and Authorize the Chairman to execute the proposed ordinance updating the Flood Prone Properties standards.

County-wide

Tom Helle

BACKGROUND:

In 1981 Seminole County adopted an ordinance creating sections 30.961-30.976 of the Land Development Code, which deals with flood prone properties.

Prior to September 28, 2007, the Federal Emergency Management Agency (FEMA) is requiring that the County adopt floodplain management regulations that meet the standards of Paragraph 60.3(d) of the National Flood Insurance Program (NFIP) regulations, in order to continue to be eligible for participation in the program

The proposed ordinance updates the existing ordinance to current Federal Emergency Management Agency (FEMA) standards by:

- adding definitions;
- adding a variance process whereby an affected party may appeal any and all of staff's determinations relative to the flood prone standards that were applied to their property to the Board of County Commissioners;
- providing numerous clarifications to the standards that make them more understandable to staff, contractors, and citizens.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the proposed ordinance updating the Flood Prone Properties Standards.

ATTACHMENTS:

1. Ordinance
2. Economic Impact Statement

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; AMENDING SECTIONS 30.961, 30.963 THROUGH 30.968, 30.970 THROUGH 30.975; DELETING SECTION 30.969 OF THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; CREATING SECTION 30.976 OF THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the flood hazard areas of Seminole County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, these flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

WHEREAS, the private property rights analysis relating to this Ordinance has been prepared and made available for public review in accordance with the requirements of the Seminole County Comprehensive Plan (SCCP).

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 30, Section 30.961 Land Development Code of Seminole County is hereby amended as follows:

Purposes and intent.

It is the purpose of this part to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (a) Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (b) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span ~~at the time of initial construction~~;
- (c) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

- (d) Control filling, grading, dredging and other development which may increase erosion or flood damage; and
- (e) Prevent or Regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Section 2. Chapter 30, Section 30.963 of the Land Development Code of Seminole County is hereby amended as follows:

~~Sec. 30.963. Flood prone area zone classification created.~~

~~In addition to, and supplemental to, all Seminole County Zoning Requirements heretofore or hereafter established by designated zoning categories and classifications, there is hereby created a zoning classification to be known as the "Flood Prone Area Zone Classification" (FP 1) in which all property situated in a flood prone area, as defined in Chapter 2, shall be converted, improved or structurally altered without full compliance with the provision of this part and all other applicable regulations.~~

Section. 30.963. Definitions.

The following definitions apply only to the words or phrases used in this Part.

Accessory structure (Appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a

minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this Part or a request for a variance.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one-percent or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this Part.

Base Flood Elevation means the water-surface elevation associated with the base flood.

Basement means that portion of building having its floor sub-grade (below ground level) on all sides.

Building - see **Structure**.

Critical facility - means any structure of facility that produces, uses or stores highly volatile, flammable, explosive, toxic, and/or water-reactive materials; or any hospital, nursing home or housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood; or any police station, fire station, vehicle and equipment storage facility, or emergency operation center that is needed for flood response activities before, during and after a flood. All critical facilities built after the date of this Part shall be flood protected from damage and loss of access as a result of the 500-year floor or the flood of record, which ever is greater.

Datum A reference surface used to ensure that all elevation records are properly related. Many communities have their own datum that was developed before there was a national standard. The current national datum is the North American Vertical Datum (NAVD) of 1988.

Development means any man-made change to improved or unimproved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling,

grading, paving, excavating, drilling operations, or storage of materials or equipment.

Elevated building means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Existing Construction means, for the purposes of floodplain management, structures for which "the start of construction" commenced before the date of the initial Flood Insurance Rate Map (FIRM), May 5, 1981. Existing construction means, for the purposes of determining rates, structures for which the "start of construction" commenced before May 5, 1981. This term may also be referred to as "existing structures".

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before May 5, 1981.

Expansion to an existing manufactured home park or subdivision

means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means:

- (a) A general and temporary condition of partial or complete inundation of normally dry land areas from:
- (1) The overflow of inland or tidal waters.
 - (2) The unusual and rapid accumulation or runoff of surface waters from any source.
 - (3) Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (a)(2) of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas as when earth is carried by a current of water and deposited along the path of the current.
- (b) The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of

water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (a)(1) of this definition.

Flood Insurance Rate Map (FIRM) means an official map of the community, issued by FEMA, which delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the official hydraulic & hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency

preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations of the community.

Floodplain management regulations means this Part and other zoning ordinances, subdivisions regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in flood-prone areas. This term describes Federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Flood proofing means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway fringe means that area of the floodplain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height, calculated for a selected frequency flood and floodway conditions.

Functionally dependent use means a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long-term storage, manufacture, sales, or service facilities.

Hardship as related to variances from this Part means the exceptional hardship associated with the land that would result from a failure to grant the requested variance. A hardship is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps,

personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as a hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic Structure means any structure that is:

- a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or

d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. By the approved Florida program as determined by the Secretary of the Interior, or
2. Directly by the Secretary of the Interior.

Lowest adjacent grade means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation design standards of this Part.

Manufactured home means a building, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited curbside appraisal, or one based on income approach), Actual Cash Value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values.

New Construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after May 5, 1981. The term also includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after the effective date of the date of an initial FIRM, May 5, 1981, and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of

facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after May 5, 1981.

North American Vertical Datum (NAVD) of 1988 means a vertical control used as a reference for establishing varying elevations within the floodplain.

Program deficiency means a defect in the community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.

Public safety and nuisance means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a) Built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projection;

- c) Designed to be self-propelled or permanently towable by a light duty truck; and
- d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a deficiency or violation means to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this Part or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Shallow flooding means the same as area of shallow flooding.

Special flood hazard area means the same as area of special flood hazard.

Start of construction For other than new construction or substantial improvements under the Coastal Barrier Resources Act P.L. 97-348, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means for floodplain management purposes a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement means any combination of reconstruction, rehabilitation, addition, or other improvement to a building, taking place during a (5) five year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be (1) the appraised value, as determined by a state certified appraiser, of the building prior to the start of the initial repair or improvement, or (2) the assessed value of the building prior to the start of the initial repair or improvement, or (3) in the case of damage, the value of the building prior to the damage occurring.

Time table - This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include any repair or improvement of a structure to correct existing violations of State of Florida or local health, sanitary, or safety code

specifications, which have been identified by the local code enforcement office prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions.

Variance is a grant of relief from the requirements of this Part.

Violation means the failure of a structure or other development to be fully compliant with the requirements of this Part. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this Part is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Water surface elevation means the height, in relation to the the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Section 3. Chapter 30, Section 30.964 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.964. General standards.

In all flood prone areas the following general provisions are required:

This section entitled "General Standards" shall apply to all areas of special flood hazard within the jurisdiction of the Board of County Commissioners of Seminole County.

(1) Basis for Establishing the Areas of Special Flood Hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for Seminole County, dated September 28, 2007, with the accompanying maps and other supporting data, and any subsequent revisions thereto are adopted by reference into this Part. The Flood Insurance Study and Flood Insurance Rate Map are on file at Seminole County Building Department.

(2) Designation of Floodplain Administrator. The Building Official or his or her designee shall administer and implement the provisions of this Part and is herein referred to as the Floodplain Administrator.

(3) Establishment of Development Permit. A development permit shall be required in conformance with the provisions of this Part prior to the commencement of any development activities.

(4) Compliance. No structure or land shall hereafter be located, extended, converted or structurally altered without

full compliance with the terms of this Part and other applicable regulations.

(5) ~~In all flood prone areas the following general provisions are required:~~ areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

- (a) ~~New construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure designed, or modified, and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;~~
- (b) ~~Manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This standard shall be in addition to and consistent with applicable State of Florida requirements for resisting wind forces;~~
- (c) ~~New construction and substantial improvements shall be constructed with materials and utility equipment~~

resistant to flood damage. See the applicable Technical Bulletin or Bulletins for guidance;

- (d) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage. See the applicable Technical Bulletin or Bulletins for guidance;
- (e) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located elevated 1' above Base Flood Elevation (BFE) so as to prevent minimize or eliminate water from entering or accumulating within the components during conditions of flooding;
- (f) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (g) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
- (h) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

- (i) Any alteration, repair, reconstruction or improvements to a structure which is not in compliance with the provisions of this Part shall ~~meet the requirements of "new construction" as contained in this part.~~ be undertaken only if said non-conformity is not furthered, extended, or replaced;
- (j) All improvements, modifications, and/or additions to all existing structures shall be calculated cumulatively for (5) five years from the date of the initial permit date. Additionally, all reconstruction and/or repairs to a damaged structure shall be calculated cumulatively for (5) five years from the date of the initial permit date.
- (k) All applicable additional Federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to the following:
- (1) St. Johns Florida Water Management District
 - (2) Department of Community Affairs
 - (3) Department of Health
 - (4) Department of Environmental Protection

(l) Standards for Subdivision Proposals and other Proposed Development (including manufactured homes):

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

~~(j) Encroachments. The cumulative effect of any proposed development shall not adversely affect the flood prone area.~~

Section 4. Section 30.965 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.965. Specific standards.

~~The following requirements shall apply to all areas classified as flood prone.~~

In all A-Zones where base flood elevation data have been provided (Zones AE, A1-30, and AH), as set forth in Section 30.964(1), the following provisions shall apply:

- (a) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted

~~within said classification~~ without the implementation and utilization of appropriate "flood-protection measures" as defined herein; and/or the implementation and utilization of on-site compensating storage if required pursuant to this part.

(b) No Structure shall be constructed or placed ~~within said classification~~ where a septic tank will be utilized to service said structure unless prior approval as to the use and location of said septic tank shall be obtained through the Seminole County Department of Health and other appropriate state agencies.

(c) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted ~~within said classification~~ unless the resulting filling or change will not inhibit the flow of flood waters or drainage waters or cause erosion. All filling within said classification is limited to the minimum area necessary for a building site. In the event the necessary filling area for a building site is greater than ten percent (10%) of the total area within said classification, on-site compensating storage shall be provided. In riverine situations,

notification of alteration or relocation of a watercourse will be in accordance with approved county procedures.

(d) No structure shall be constructed or placed and no land filling or grade level changes shall be permitted ~~within said classification~~ unless the resulting filling or change will not increase flooding of or drainage of lands above or below the property and the modification to an affected watercourse can be maintained.

(e) Residential Construction. New construction or substantial improvement of any residential structure (including manufactured home) shall have the lowest floor, including basement, all electrical equipment, all mechanical equipment elevated to no lower than one foot ~~six inches~~ (1') above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided. automatic equalization of flood hydrostatic forces on both sides of the exterior walls shall be provided in accordance with the standards set forth in Section 30.965(h) of this Part.

(f) Non-Residential Construction. All new construction or substantial improvement of any commercial, industrial, or non-residential structure (including manufactured home) shall have the lowest floor, including basement, all electrical, all mechanical, elevated to no more than one foot, ~~six inches~~ (1') above the level of the base flood elevation. All buildings in A-Zones may be flood-proofed, in lieu of being elevated, provided that all areas of the building components below the base flood elevation plus one foot, ~~six inches~~ (1') are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.

(g) Non-residential agricultural structures. Non-residential agricultural structures may be flood-proofed in lieu of being elevated provided that:

1) All areas of the structure below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. ~~Such certification shall be as provided in 30.970(a)(3); or~~

2) All electrical, plumbing, and utility improvements, including but not limited to, circuit breakers, conductors, conduit or other devices that carry but do not utilize electricity; panel boards; power outlets; receptacles; service conductors; switchboards; and switches, are above the base flood elevations (1').

(h) Elevated Buildings. New construction or substantial improvements of elevated buildings that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor elevation shall be designed to preclude finished living space and

designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

1) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:

- i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
- ii. The bottom of all openings shall be no higher than one foot above foundation adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and
- iii. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.

2) Electrical, plumbing, and other utility connections are prohibited below the base flood elevation;

Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

~~3) Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior of door) or entry to the living area (stairway or elevator); and~~

4) The interior portion of such enclosed area shall not be partitioned or finished into separate rooms, per affidavit signed at issue of building permit.

(i) Manufactured Homes and Recreational Vehicles

(1) All manufactured homes that are placed, or substantially improved within Zones A1-30, AH, and AE, on sites (i) outside of an existing manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an

existing manufactured home park or subdivision, or
(iv) in an existing manufactured home park or
subdivision on which a manufactured home has incurred
"substantial damage" as the result of a flood, the
lowest floor be elevated on a permanent foundation to
(a minimum of one foot) the base flood elevation and
be securely anchored to an adequately anchored
foundation system to resist flotation, collapse, and
lateral movement.

(2) All manufactured homes to be placed or
substantially improved in an existing manufactured
home park or subdivision within Zones A1-30, AH, and
AE, that are not subject to the provisions of
paragraph 4(a) of this Section, must be elevated so
that either:

(i) The lowest floor of the manufactured home is
elevated to no lower than one foot (1') above the
base flood elevation, or

(ii) The manufactured home chassis is supported by
reinforced piers or other foundation elements of
at least an equivalent strength that are no less
than 36 inches {48 inches if 1' of freeboard
adopted} in height above the grade and securely

anchored to an adequate foundation system to resist flotation, collapse, and lateral movement.

(c) All recreational vehicles placed on sites within Zones A1-30, AH, and AE must either:

(i) Be on the site for fewer than 180 consecutive days,

(ii) Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions), or

(iii) Meet all the requirements for new construction, including anchoring and elevation requirements in accordance with Section B, provisions (4)(a) and (b) of this Article.

(6) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

(7) Standards for streams with established Base Flood Elevations, without Regulatory Floodways

Located within the areas of special flood hazard established in Article 3, Section B, where streams exist

for which base flood elevation data has been provided by the Federal Emergency Management Agency without the delineation of the regulatory floodway (Zones AE and A1-30), the following additional provisions shall also apply.

(a) Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(b) Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies - with the community's endorsement - for a conditional FIRM revision, and receives the approval of the Federal Emergency Management Agency.

(j) Floodways. Located within areas of special flood hazard established in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous

area due to the velocity of flood waters which carry debris, potential projectiles and have significant erosion potential, ~~therefore,~~ the following additional provisions shall apply:

- (1) Prohibit encroachments, including fill, new construction, substantial improvements and other developments within the regulatory floodway unless certification and supporting technical data by a registered professional engineer is provided through hydraulic and hydrologic analyses performed in accordance with standard engineering practice demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge; and
- (2) Prohibit the placement of manufactured homes, except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards, elevation standards, encroachment standards and all other applicable standards are satisfied; and
- (3) Development activities including new construction and substantial improvements that increase the water

surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies - with the community's endorsement - for a conditional FIRM revision, and receives the approval of FEMA.

- (4) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with Article 5, Section (7)(a).

Section 5. Section 30.966 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.966. ~~Standards for streams without established base flood elevations and/or floodways. Specific standards for A-zones without base flood elevations and regulatory floodways.~~

~~The following provisions shall apply to flood prone areas where small streams exist but where no base flood data have been provided or where no floodways have been provided:~~

- ~~(a) No encroachments, including fill material or structures, shall be located within a distance of the stream bank equal~~

~~to five (5) times the width of the stream at the top of bank or twenty (20) feet each side from top of bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.~~

~~(b) New construction or substantial improvements of structures shall be elevated or flood proofed to elevations established in accordance with this part.~~

Located within the areas of special flood hazard established in Article 3, Section B, where there exist A Zones for which no base flood elevation data and regulatory floodway have been provided or designated by the Federal Emergency Management Agency, the following provisions shall apply:

- (1) Require standards of Article 5, Section A.
- (2) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of this Part. When such data is utilized, provisions of Article 5, Section B shall apply. The Floodplain Administrator shall:

- (a) Obtain the elevation of the lowest floor (including the basement) of all new and substantially improved structures,
- (b) Obtain, if the structure has been flood-proofed in accordance with the requirements of Section B.(2) of Article 5, the elevation to which the structure has been flood proofed, and
- (c) Maintain a record of all such information.
- (3) Notify, in riverine situations, adjacent communities, the State of Florida, Department of Community Affairs, NFIP Coordinating Office, and the applicable Water Management District prior to any alteration or relocation of a watercourse, and submit copies of such notification to FEMA.
- (4) Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (5) Manufactured homes shall be installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to

applicable State of Florida and local anchoring requirements for resisting wind forces.

- (6) When the data is not available from any source as in paragraph (2) of this Section, the lowest floor of the structure shall be elevated to no lower than three feet above the highest adjacent grade.
- (7) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data.

Section 6. Section 30.967 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.967. ~~Additional factors to be considered in evaluating structure proposals in flood-prone areas.~~ Standards for AO-Zones.

Located within the areas of special flood hazard established in Article 3, Section B, are areas designated as shallow flooding areas. These areas have flood hazards associated with base flood depths of one to three feet, where a clearly defined channel does not exist and the path of flooding is unpredictable and indeterminate; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures in all AO Zones shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to no less than two feet above the highest adjacent grade.
- (2) All new construction and substantial improvements of non-residential structures shall:
- (a) Have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the Flood Insurance Rate Map. If no flood depth number is specified, the lowest floor, including basement, shall be elevated to at least two feet above the highest adjacent grade, or
- (b) Together with attendant utility and sanitary facilities be completely flood proofed to that level to meet the flood proofing standard specified in Article 5, Section B(2).
- (3) Adequate drainage paths around structures shall be provided on slopes to guide water away from structures.

~~No location of a structure in flood prone areas, shall be approved by the county engineer and/or the board of county commissioners unless all relevant factors specified in other sections of this chapter and, to the extent applicable, the following general criteria and guidelines have been considered.~~

- ~~(a) The danger to life and property due to increased erosion, flood heights or velocities caused by encroachment;~~
- ~~(b) The danger that materials may be swept onto other lands or downstream to the injury of others;~~
- ~~(c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions;~~
- ~~(d) The susceptibility of the proposed facility and its contents to flood damage;~~
- ~~(e) The importance of the services provided by the proposed facility to the community;~~
- ~~(f) The requirements of the facility for a waterfront location;~~
- ~~(g) The availability of alternative locations not subject to flooding or erosion damage for the proposed use and under the ownership of the applicant;~~

- ~~(h) The compatibility of the proposed use with existing and anticipated development;~~
- ~~(i) The relationship of the proposed use to the comprehensive plan, wetlands overlay zoning distance regulations and flood plain management program for the area;~~
- ~~(j) The safety of access to the property in times of flood for ordinary and emergency vehicles.~~
- ~~(k) The expected heights, velocity, duration, rate of rise, and sediment transport of flood waters expected at the site; and~~
- ~~(l) Such other factors as shall be relevant to the purposes of this chapter.~~

Section 7. Section 30.968 of the Land Development Code of Seminole County is hereby created as follows:

Section 30.968. Variances.

The Board of County Commissioners of Seminole County shall hear and decide requests for variances from the requirements of this Part.

(a) Variance Criteria. Variances shall only be issued under this Part under the following circumstances:

- (1) There is a showing of good and sufficient cause; and

- (2) A determination is made that failure to grant the variance would result in exceptional hardship; and
- (3) A determination is made that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and
- (4) A determination is made that the variance is the minimum necessary deviation from the requirements of this Part; and
- (5) Variances shall not be granted after-the-fact.

(b) Additional Considerations. In acting upon variance applications under this Part, the Board shall consider all technical evaluations, all relevant factors, standards specified in other sections of this Part, and:

- (1) The danger that materials may be swept onto other lands to the injury of others;
- (2) The danger of life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

- (4) The importance of the services provided by the proposed facility to the community;
 - (5) The necessity to the facility of a waterfront location, where applicable;
 - (6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
 - (7) The compatibility of the proposed use with existing and anticipated development;
 - (8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - (9) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - (11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- (c) Records. The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in

the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

(d) Written Notification Requirement. Any applicant to whom a variance is granted shall be given written notice, signed by the Floodplain Management Administrator, of the following:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and
- (2) Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of the Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(e) Variances for Historic Structures. Variances may be issued for the repair or rehabilitation of "historic" structures - meeting the definition in this Part - upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

(f) Structures in the Regulatory Floodway. Variances shall not be issued within any designated floodway if any impact in flood

conditions or increase in flood levels during the base flood discharge would result.

~~The following shall apply to all subdivision proposals required to comply with the requirements of this Code.~~

- ~~(a) All shall be consistent with the need to minimize flood damage;~~
- ~~(b) All shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;~~
- ~~(c) All shall have adequate drainage provided to reduce exposure to flood hazards; and~~
- ~~(d) All subdivision proposals which are greater than fifty (5) lots or five (5) acres shall provide base flood elevation data.~~

Section 8. Section 30.969 of the Land Development Code of Seminole County is hereby deleted and reserved.

Section 9. Section 30.970 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.970. ~~Building p~~ Permit procedures.

Application for a ~~building permit~~ Development Permit shall be made to the ~~building division~~ Floodplain Administrator on forms furnished by him or her prior to any development activities, and

may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) Application Stage:

- a) Elevation in relation to ~~National Geodetic Vertical Datum~~ and location of the proposed lowest floor ~~(including basement)~~ of all structures the North American Vertical Datum (NAVD) of 1988 of the proposed lowest floor (including basement) of all buildings;
- b) Elevation in relation to ~~National Geodetic Vertical Datum~~ to which any nonresidential agriculture structure will be floodproofed the North American Vertical Datum (NAVD) of 1988 to which any non-residential building will be flood-proofed;
- c) Certificate from a registered professional engineer or architect that the flood-proofed non-residential building will meet the flood-proofing criteria set out herein;

d) ~~Certificate from a registered professional engineer that compensating storage has been provided, if required;~~

e) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and

(2) Construction Stage:

Upon completion of the lowest floor, ~~and/or necessary flood protection~~ or flood-proofing by whatever construction means, it shall be the duty of the permit holder to submit to the ~~building division~~ Floodplain Administrator a certification of the ~~actual location and elevation~~ NAVD elevation of the lowest floor and the actual lowest flood protected elevation (if applicable), as built, ~~in relation to National Geodetic Vertical Datum.~~ The certification of the lowest floor elevation shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When flood proofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a ~~registered engineer or architect~~ professional engineer or registered land surveyor, and certified by same. Any work undertaken prior to submission of the

~~certification and prior to verification by the county engineer, or his designee, shall be at the permit holder's risk.~~

~~The building division shall retain and preserve a copy of all required certificates after review and verification by the county engineer or his designee.~~

~~The Floodplain Administrator shall review the lowest floor and flood-proofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.~~

Section 10. Section 30.971 of the Land Development Code is hereby amended as follows: **Duties and responsibilities of the county engineer-floodplain administrator.**

~~The county engineer, or his designee, shall be responsible for determining whether the requirements of this part have been complied with. Duties of the county engineer, or his designee, shall include, but not be limited, to the following:~~

Duties of the Floodplain Administrator shall include, but are not limited to:

- (1) Review all development permits to assure that the requirements of this part have been satisfied;

- (2) Advise permit holder that additional federal, State of Florida, or local permits may be required, and if ~~specific~~ federal or state permit requirements are known, such additional permits are necessary, especially as it relates to Chapters 1x1.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065 and 553, Part IV, Florida Statutes, require that copies of such permits be provided and maintained on file with the development permit;
- (3) Notify adjacent communities, the Department of Community Affairs of the State of Florida, the Division of Emergency Management, the St. Johns Water Management District, the Federal Emergency Management Agency and other Federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse and ~~submit evidence of such notification to the Federal Emergency Management Agency;~~
- (4) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained ~~not diminished~~;
- ~~(5) Review and verify the actual location and elevation of the lowest floor of all structures covered under this part.~~
- ~~(6) Review and verify the certification of the actual location and lowest flood proofed elevation of all structures~~

~~covered under this part in which flood protection measures are utilized~~

~~(7) Where interpretation is needed as to the exact location of boundaries of flood prone areas (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the county engineer shall make the necessary interpretation as provided in 30.961(a) hereto.~~

~~(8) When base flood elevation data or floodway data have not been provided in accordance with Sections 30.964 and 30.965, then the county engineer shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of this part.~~

~~(9) All other duties and responsibilities as may be required by the board of county commissioners or by the county engineer to enforce the provisions of this part.~~

(10) Verify and record the actual elevation to which the new or substantially improved buildings have been flood-proofed, in accordance with Article 5, Section B(2);

(11) Review certified plans and specifications for compliance. When flood-proofing is utilized for a particular building, certification shall be obtained from a registered engineer or registered land surveyor certifying that all areas of

the buildings below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with Article 5, Section B(2) of this Part.

- (12) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this article;
- (13) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA; and
- (14) Where Base Flood Elevation is utilized, obtain and maintain records of lowest floor and flood proofing elevations for new construction and substantial improvements in accordance with Article 5, Sections B(1) and (2), respectively.

Section 11. Section 30.972 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.972. Appeals.

The Board of County Commissioners of Seminole County shall hear and decide appeals from determinations of the Floodplain Administrator. Any person aggrieved by ~~the~~ a decision made pursuant to this Part by the ~~of the County Engineer, Floodplain Administrator~~ regarding approval of construction, land filling or grade level changes pursuant to this Part may file a written appeal with the Floodplain Administrator ~~County Engineer~~ within thirty (30) days of said decision. ~~to have the plan considered by the Board of County Commissioners.~~ An appeal to the Board of County Commissioners may be heard and decided upon, only when it is alleged that there is an error in any requirement, decision, or determination was made by the ~~County Engineer~~ Floodplain Administrator in the enforcement or administration of this Part.

Section 12. Section 30.973 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.973. Interpretation.

In the interpretation and application of this Part all provisions shall be considered as minimum requirements; liberally construed in favor of Seminole County; and deemed neither to limit nor repeal any other powers granted under State of Florida statutes.

Section 13. Section 30.974 of the Land Development Code of Seminole County is hereby amended as follows:

Section 30.974. Construction.

This part shall be deemed to be cumulative, supplemental, and, in addition to other land development regulations ~~zoning resolutions and classification~~. Where the requirements of this ~~zoning classification~~ and ~~part~~ shall conflict with the requirements of other land development regulations ~~zoning classifications and ordinances~~ in the Seminole County Zoning Land Development Code, this ~~part~~ shall take precedence. Wherever possible, this ~~part~~ shall be read in conjunction with existing land development regulations ~~zoning classifications and resolutions~~ and shall be regarded as imposing additional restrictions.

Section 14. Section 30.975 of the Land Development Code of Seminole County is hereby amended as follows:

Section 90.975. Warning and disclaimer of liability.

The degree of flood protection required ~~"by FP 1 Flood Prone Classification"~~ is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. These provisions do not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. These provisions shall not create liability on the part of the Board of County

Commissioners of Seminole County or by any officer or employee thereof for any flood damages that result from reliance on these provisions or any administrative decision lawfully made there under.

Section 15. Section 30.976 of the Land Development Code of Seminole County is hereby created as follows:

Section 30.976. Penalties for violation.

Violation of the provisions of this Part or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable for a non-criminal violation. Any person who violates this Part or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than \$500, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as is necessary to prevent or remedy any violation.

Section 16. Severability. If any section or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity, force or effect of any other section or part of this Ordinance.

Section 17. Codification. It is the intention of the Board that the provisions of this Ordinance shall not be codified.

Section 18. Effective Date. This Ordinance shall become effective upon filing a copy of this ordinance with the Department of State by the Clerk of the Board of County Commissioners.

ENACTED this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

CARLTON D. HENLEY, Chairman

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Seminole County ECONOMIC IMPACT STATEMENT

Date:	7/11/07	Department//Division:	Planning and Development- Building and Fire Division
Contact:	Tom Helle	Phone:407-665-7338	407-665-7338
Action:	Ordinance amending the Land Development Code		
Topic:	Amendment to the Land Development Code of Seminole County relating to Flood Prone Standards.		

Describe Project/Proposal

Ordinance amending the Land Development Code for the purpose of updating the flood plain standards.

This Ordinance will not have an economic impact on individuals, businesses, or government, based on the following provisions of the proposed amendments to the Land Development Code:

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance would most likely not have a direct economic impact upon the operation of the County because the proposed ordinance does not change existing standards. It only adds definitions, a variance process and clarifications of the existing standards.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

There is no economic impact on individuals and/or businesses.

Identify Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

There is no potential Economic Impact as a result of the Adoption of the proposed ordinance.

Citation

Seminole County Home Rule Charter.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Final Public Hearing to Adopt the Fiscal Year 2007/08 Millage Rates and Budget

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Motion 1: Motion to approve the millage rates as read and adopt Millage Levy Resolution for fiscal year 2007/08.

Motion 2: Motion to adopt the Budget Resolution for fiscal year 2007/08.

County-wide

Lisa Spriggs

BACKGROUND:

Pursuant to Section 200.065, Florida Statutes, a taxing authority must hold two public hearings to adopt its final millage rates and annual budget. The public hearings are an opportunity for the public to speak before the Board of County Commissioners regarding the proposed millage rates and budget prior to the Board taking any official action.

The first public hearing to adopt a tentative budget was held on September 12, 2007. The second public hearing is held to discuss and adopt the final millage rates and budget for fiscal year 2007/08. An advertisement of the tentative budget and notice of public hearing to adopt a final millage and budget for fiscal year 2007/08 was posted in the Orlando Sentinel on Thursday, September 20, 2007. At the final public hearing, the Board may adjust the tentative budget prior to final adoption, but in no event may the final millage rates adopted at the final public hearing exceed millage rates tentatively adopted at the first public hearing.

The attached final public hearing document details the budget adoption procedures required by Florida Statutes and summarizes the proposed millage rates and budget for fiscal year 2007/08. The proposed budget incorporates final adjustments to the tentatively adopted budget that include carryforward items from the fiscal year 2006/07 budget. Carryforward items are budgeted items or projects previously approved in the current budget that will not be completed prior to September 30, 2007 and must be rebudgeted into the new year for completion.

STAFF RECOMMENDATION:

Staff recommends approval of the millage rates as read and adoption of the Millage Levy Resolution for fiscal year 2007/08; and adoption of the Budget Resolution for fiscal year 2007/08.

Additionally Reviewed By:
No additional reviews