

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
TUESDAY, OCTOBER 23, 2007
COUNTY SERVICES BUILDING
BCC CHAMBERS – ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 A.M.

Opening Ceremonies

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

Awards and Presentations:

1. **Resolution** – Commending Dale Lindsley for his 35 years of service to Seminole County and its citizens.
2. **Resolution** – Proclaiming the week of October 27 – November 3, 2007 as “The Week of the Family in Seminole County.”
3. **Resolution** – Supporting “Pet Rescue by Judy’s” Petition for selection by the “Extreme Makeover – Home Edition” program for the construction of a new Pet Rescue facility.
4. **Resolution** – Supporting maintaining start-up funding for the Colleges of Medicine at UCF and FIU.
5. **Resolution** – Vote “No” on the proposed Florida Hometown Democracy Amendment.
6. **Presentation** – SEED Program – Economic Development Department and Florida Department of Environmental Protection (DEP) presenting information related to cleanup to blighted and possibly contaminated sites within the 17-92 corridor. (George Houston, Florida DEP)

Consent Agenda

- **County Manager's Consent Agenda (Items No. 7 - 30)**

Administrative Services

Purchasing and Contracts

7. Approve Change Order #2 to CC-0751A-06/TLR with Gibbs & Register, Inc. of Winter Garden, Florida, in the amount of \$211,515.00 for the conversion of the intersection at CR-46A (HE Thomas Jr. Parkway) and Country Club Road to a signalized intersection with required storm drain adjustments at the Riverboat Landing Plaza driveway. (Ray Hooper)
8. Approve Change Order #7 to CC-1636-06/BHJ - Renovation of Seminole County Fire Station #35 to Southern Building Services, Inc. of Winter Garden, Florida, in the amount of \$32,128.60, addressing code and construction issues. (Ray Hooper)
9. Award CC-2424-07/BHJ in the amount of \$10,060,000.00 to Southland Construction, Inc. of Apopka, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a five-lane urban roadway section approximately 1.149 miles in length along an existing two-lane corridor of C-15, from SR 46 to Orange Boulevard, Sanford, Florida. (Ray Hooper)
10. Approve negotiated rates and award PS-2108-07/VFT - Master Agreement for design of Pedestrian Tunnel at Lake Mary Blvd/International Parkway to Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated usage of \$400,000.00 over the term of the Agreement). (Ray Hooper)
11. Approve the negotiated rates and award PS-2144-07/BHJ - Final Design Services for SR 46 Gateway Sidewalks - Rinehart Road to Airport Boulevard with Burgess and Niple, Inc. of Orlando, Florida (\$350,000.00 estimated usage amount over the term of the Agreement). (Ray Hooper)
12. Award RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation to Florida Planning Group, Inc., Ponte Vedra Beach. (Ray Hooper)
13. Approve the Second Renewal to RFP-4243-05/DRR – Irrigation Systems Evaluations – 2005 Agreement for Seminole County with Clear Water Products and Services of Winter Springs, Florida. (Ray Hooper)

Business Innovation Technology Services

Business Development

14. Adopt and authorize the Chairman to execute a resolution renaming a certain platted parcel now known as unnamed access, Tract A to Chantal Lane.
District 5 – Carey (Amy Curtis)

Community Service

CDBG

15. Approve and authorize the Chairman to execute the Seminole County/Midway-Canaan Community Water Association, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007 in the amount of \$15,000.00.
District 5 – Carey (Rob Heenan)

Community Assistance

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

Environmental Services

Business Office

17. Approve release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,886.00 for the project known as Fountainhead.
District 5 – Carey (Bob Briggs)

Water and Sewer

18. Approve and authorize the Chairman to execute the Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement.
District 5 – Carey (Gary Rudolph)

Fiscal Services

Administration – Fiscal Services

19. Approve and authorize the Chairman to execute an amendment to the Sustainment Funds to Assure WMD Operational Capability of Existing Hazardous Materials Subgrant Agreement in acceptance of equipment valued at \$75,344.00 – accompanying Budget Amendment Request (BAR).
(Jennifer Bero)
20. Approve and authorize the Chairman to execute the grant agreement between Safe Kids Worldwide and Safe Kids Seminole in acceptance of \$5,000.00 for the Safe Kids Buckle-Up Program – accompanying Budget Amendment Request (BAR). (Jennifer Bero)

Budget

21. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-94 to recognize additional equipment valued at \$75,344.00 received under the FY05/06 grant agreement with the Florida Division of State Fire Marshal for hazmat equipment and sustainment. (Lin Polk)
22. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-10 through the Public Safety Grants Other Fund in the amount of \$5,000.00 to establish funding for the Safe Kids Coalition Grant. (Lin Polk)

Leisure Services

Median Maintenance

23. Approve and authorize the Chairman to renew the Memorandum of Agreement No. AOH61 with Florida Department of Transportation, allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by DOT at the S.R. 17-92/I-4 on/off ramps. District 5 - Carey (Bryan Nipe)

Library Services

Museum

24. Approve and authorize the Chairman to execute an Agreement with Mid-American Arts Alliance for \$4,300.00 for the traveling exhibit "Teapots: Object to Subject" to be held at the Museum of Seminole County History from January 28, 2008-March 16, 2008. (Jane Peterson)
25. Approve and authorize the Chairman to execute an Agreement with Mid-American Arts Alliance for \$4,800.00 for the traveling exhibit "Dichos: Words to Live, Love and Laugh By in Latin America" to be held at the Museum of Seminole County History from October 21, 2008-November 30, 2008. (Jane Peterson)

Planning and Development

Development Review

26. Authorize the release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,880.00 for the Monroe Commerce Center South Phase 3 road improvements (Small Bay Partners, LLC). District 5 – Carey (Jim Potter)
27. Authorize the release of the Alaqua Lakes Phase 8 Private Road Maintenance Bond #17-25-27 in the amount of \$30,933.45 for the Alaqua Lakes Phase 8 road improvements (Taylor Woodrow Communities). District 5 – Carey (Alan Willis)

Public Works

Engineering

28. Accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB - Dredging/Revegetation of Sweetwater Cove Lake. (Calvin Jr., and Lottie H. Collins) District 3 – Van Der Weide (Jerry McCollum)
29. Approve and authorize the Chairman to execute a Preliminary Engineering Agreement with CSX Transportation, Inc., to facilitate the proposed widening of an existing crossing surface in conjunction with the County Road 15 Project. District 5 – Carey (Jerry McCollum)

Traffic Engineering

30. Approve and authorize the Chairman to execute the Memorandum of Understanding between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project. District 5 – Carey (Charles Wetzel)

• County Attorney's Consent Agenda (Items No. 31 - 32)

County Attorney's Office

Litigation

31. **Lake Monroe Partners, LLC Property** - Approval of a proposed negotiated settlement relating to Parcel Numbers 134/734A/734B of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$268,000.25 inclusive of all compensation to the owner, attorney fees, all costs, interest, and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Simmons. District 5 – Carey (Bob McMillan)
32. **Zachary Taylor Holdings, Inc. Property** - Authorize the issuance of an Offer of Judgment for Parcel Number 132 on the Lake Emma Road improvement project in the amount of \$18,700.00. Judge Simmons. District 4 – Henley (Bob McMillan)

• Constitutional Officers Consent Agenda (Items No. 33 - 36)

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

33. Approval of Expenditure Lists dated September 24 & 28, 2007; approval of Payroll List dated September 20, 2007; approval of BCC Official Minutes dated September 24, 2007. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

34. **Sheriff's Office FY 2007/08 Budget** - Approval by the Board of County Commissioners to recognize \$741,665.00 in U.S. Department of Justice, Office of Justice Assistance revenues and a corresponding increase in the Sheriff's Office FY 2007/08 budget. (Penny Fleming)

35. **Law Enforcement Trust Fund** - Approval by the Board of County Commissioners to expend \$2,000.00 from the Law Enforcement Trust Fund to provide for a contribution to Women of Renewing Minds, Inc. (Penny Fleming)
36. **Re-budget Unexpended Grant Program Funds** – Approval by the Board of County Commissioners of the Budget Amendment Request (BAR) re-budgeting \$110,162.00 prior year unexpended grant funds to the Sheriff's Office FY 2007/08 budget. (Penny Fleming)

Regular Agenda

37. **CSA Grant Funding** – To Lighthouse Central Florida in the amount of \$15,000.00, and Special Olympics in the amount of \$10,000.00 for the 2007/2008 budget year. (David Medley)
38. **Convenience Fees On-Line Credit Card Payments** - Provide staff direction on assessing Convenience Fees for On-Line Credit Card Utility Account Payments. (Bob Briggs)
39. **Code Enforcement Lien** – Request for Reduction of Lien for property located at 121 Plymouth Avenue, Altamonte Springs (Isaiah Bailey). District 4 – Henley (Tina Williamson)

County Manager's Briefing

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

Public Hearings:

40. **Rezone** - Approximately 3.34 ± acres, located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road, from A-1 (Agriculture) to PUD (Planned Unit Development). (Larry W. Hodges) District 1 – Dallari (Austin Watkins)

41. **Small Scale Future Land Use Amendment and Rezone** - From LDR (Low Density Residential) to OFF (Office) and a rezone from R-1AA (Single Family Residential) to OP (Office) on 2.5± acres, located on the north east corner of the intersection of SR 426 and Bear Gully Road. (Dr. Jeffrey Hartog)
District 1 – Dallari (Ian Sikonia)
42. **Proposed Revisions to School Impact Fees** – Ordinance amending the Land Development Code of Seminole County to revise School Impact Fees consistent with the Comprehensive Plan. (Dori DeBord)
43. **Vacate and Abandonment** - Vacate and abandon unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of Lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E; subject to the applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal.
(A. Duda & Sons, Inc.) District 1 – Dallari (Cynthia Sweet)

Legislative Update

44. Staff will provide an update of legislative program and activities, including proposals being discussed as part of Special Session 2007D on Property Tax Reform. (Lisa Spriggs)

Chairman's Report

District Commissioner's Report – District 1, 2, 3, 4 and 5

Committee Reports

County Manager's Report

Items for future Agenda – Commission, Staff, or Citizens

Adjourn BCC Meeting

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

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

Resolution No. 2007-R-_____

RESOLUTION

**THE BOARD OF COUNTY COMMISSIONERS ADOPTED
THE FOLLOWING RESOLUTION AT THEIR REGULAR
MEETING ON THE 23rd DAY OF OCTOBER, A.D., 2007.**

WHEREAS, Dale A. Lindsley, currently a Maintenance Worker I in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on October 19, 1972; and

WHEREAS, Dale A. Lindsley will retire effective October 31, 2007, after thirty-five (35) years of employment with Seminole County; and

WHEREAS, the Board of County Commissioners of Seminole County wishes to express its appreciation to Dale A. Lindsley on behalf of the staff and citizens of Seminole County for dedicated service.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners acknowledges with appreciation the service provided to Seminole County by Dale A. Lindsley, and commends him for his dedication and commitment to the job.

BE IT FURTHER RESOLVED that this Retirement Resolution be presented to Dale A. Lindsley, along with our sincere best wishes in his retirement, and a copy be spread upon the official Minutes of the Board of County Commissioners.

ADOPTED this 23rd day of October, 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

RESOLUTION

**THE BOARD OF COUNTY COMMISSIONERS ADOPTED
THE FOLLOWING RESOLUTION AT THEIR REGULAR
MEETING ON THE 23rd of OCTOBER, A.D., 2007.**

WHEREAS, America's character begins in the home where children learn the proper standards of conduct and values, and the family is the first and most important teacher of our future leaders; and

WHEREAS, families provide children with the encouragement, support and love they need to become confident, compassionate, and successful members of society; and

WHEREAS, we must work together to promote and preserve the health and security of our families by upholding the timeless values that have sustained our society throughout history; and

WHEREAS, parents should be the most prominent and active figures in their children's lives, developing positive and open relationships, which will allow them to better engage their children and encourage them to make positive choices; and

WHEREAS, County residents, schools, and civic institutions can assist families by meeting the needs of all those who live in our communities; and

WHEREAS, as we work together to strengthen our families, we build a nation of hope and opportunity for all.

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 James R. Pratt, Stake President, The Church of Jesus Christ of Latter-day Saints, proclaiming the week of October 27 – November 3, 2007 as:

“The Week of the Family in Seminole County”

and urge all citizens to observe this week by spending quality time with family members to strengthen relationships between parents and their children.

ADOPTED, this 23rd day of October, 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

Resolution No. 2007-R-_____

RESOLUTION

THE BOARD OF COUNTY COMMISSIONERS ADOPTED THE FOLLOWING RESOLUTION AT THEIR REGULAR MEETING ON THE 23rd DAY OF OCTOBER, A.D., 2007.

WHEREAS, the ABC television network show “Extreme Makeover – Home Edition” is seriously considering the selection of “Pet Rescue by Judy’s” Petition to construct a new Pet Rescue facility in Seminole County, Florida; and

WHEREAS, “Pet Rescue by Judy” was founded in 1992 by Judy Sarullo as a 501c(3) private, non-profit organization dedicated to the rescue of cats and dogs in Seminole County; and

WHEREAS, the mission of “Pet Rescue by Judy” is to rescue abandoned and distressed animals, to update their vaccines, rehabilitate their health, and to relocate them to good homes; and

WHEREAS, “Pet Rescue by Judy” provides a low cost spay and neuter program to help control the population of unwanted animals; and

WHEREAS, “Pet Rescue by Judy” successfully rescues, vaccinates, spays, neuters, rehabilitates and locates good homes for more than 2,000 animals each year; and

WHEREAS, “Pet Rescue by Judy” provides an extensive public education program for the responsible care of animals; and

WHEREAS, “Pet Rescue by Judy” has an extensive network of volunteers that provides temporary foster homes for animals until such time that they can be permanently relocated to good homes; and

WHEREAS, Seminole County, and the seven municipalities of Seminole County need organizations such as “Pet Rescue by Judy” to perform important humanitarian programs which are not affordable by local governments of Seminole County; and

WHEREAS, a suitable site is needed to locate the new facility if constructed by the “Extreme Makeover – Home Edition” program.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Seminole County, Florida, as follows:

SECTION I. That a copy of this Resolution shall be provided to the cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford and Winter Springs requesting their support of “Pet Rescue by Judy’s” Petition for selection by the “Extreme Makeover – Home Edition” program for construction of a new Pet Rescue facility, and their assistance in identifying a suitable three acre site for the new facility.

SECTION II. That a copy of this Resolution shall be provided to the Producers of the ABC television show, “Extreme Makeover – Home Edition” at Lock & Key Productions, acknowledging Seminole County and other governmental entities within Seminole County in support of “Pet Rescue by Judy’s” Petition for selection.

SECTION III. That a copy of this Resolution be provided to Judy Sarullo and “Pet Rescue by Judy” in recognition of Seminole County’s support of this most worthy project.

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

ADOPTED this 23rd day of October, 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

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 23rd DAY OF OCTOBER, A.D., 2007.

WHEREAS, in 2006, the Florida Board of Governors approved the establishment of Colleges of Medicine at the University of Central Florida (UCF) and Florida International University (FIU) to provide more comprehensive medical education and much-needed physicians in this time of doctor shortages, and to improve health care for all Florida residents; and

WHEREAS, UCF, which has become regionally and nationally recognized for its academic and research programs, has secured nearly \$115 million in donations and matching funds for construction, and plans to raise more than \$6 million in scholarships for the medical school’s inaugural class; and

WHEREAS, it is anticipated that the Colleges of Medicine at UCF and FIU will produce approximately 250 new M.D. graduates annually, contribute to the creation of new medical and surgical residencies, and enhance the diversification of economic development in Central Florida and the State of Florida; and

WHEREAS, an economic study indicates that the UCF medical school alone will impact the local economy by billions of dollars, add as many as 25,000 jobs over the next decade, and ensure the reputation of UCF as a research institute; and

WHEREAS, the College of Medicine at UCF will anchor the planned Medical and Health Sciences complex at Lake Nona in Orlando and will serve as the catalyst for the growing life- and health- sciences and bio-medical research facilities, such as The Burnham Institute and a new Veterans Administration Hospital in close proximity.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida urges the members of the Florida Legislature to maintain start-up funding for the Colleges of Medicine at UCF and FIU.

BE IT FURTHER RESOLVED that this Resolution be spread upon the Official Minutes by the Clerk of the Circuit Court in and for the County of Seminole and shall be transmitted to the President of the Florida Senate, the Speaker of the Florida House of Representatives and members of the Seminole County Legislative Delegation.

ADOPTED, this 23rd day of October, 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

Bob Dallari

Michael McLean

Dick Van Der Weide

Brenda K. Carey, Vice-Chairman

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 23rd DAY OF OCTOBER, 2007**

WHEREAS, the State of Florida is experiencing tremendous growth; and

WHEREAS, the challenges presented by growth require that local governments embrace smart growth policies aimed at protecting our State's quality of life, engendering greater economic prosperity, and equitably planning for the common good; and

WHEREAS, smart growth requires careful planning and direction combined with a clear and effective means of engaging the people's voice; and

WHEREAS, the Board of County Commissioners understand that elected leaders must always empower citizens and never abandon government's primary responsibility for creating sound public policy; and

WHEREAS, the Florida Hometown Democracy initiative seeks to place a constitutional amendment before Florida's voters to amend Article II, Section 7, of the Florida Constitution, titled Referenda Required for Adoption of Local Governmental Comprehensive Land Use Plans, and

WHEREAS, this amendment constitutes a fundamental abandonment of government's responsibility to represent all its citizens; and

WHEREAS, this amendment will further disenfranchise millions of Florida's already fatigued electorate, paralyze local governments and potentially cripple vital public services including crime prevention, transportation improvement and public education; and

WHEREAS, this amendment poses a grave threat to Florida's unique quality of life.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Seminole County, Florida that:

Section 1. The Board of County Commissioners meeting in Sanford, Florida on October 9, 2007, having dedicated its own policies to advancing smarter growth recommends defeat of the Florida Hometown Democracy initiative and the proposed amendment to the Florida Constitution.

Section 2. The Board of County Commissioners urges citizens to vote "NO" on the proposed Florida Hometown Democracy amendment if it appears on the ballot.

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

ADOPTED this 23rd day of October, 2007

* * * * *

ATTEST:

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

CARLTON D. HENLEY, CHAIRMAN
Board of County Commissioners

PRESENTATION

SEED Program – Economic Development
Department and Florida Department of Environmental
Protection (DEP) presenting information related to
cleanup to blighted and possibly contaminated sites
within the 17-92 CRA corridor.

Presented by:

George Houston, Florida DEP

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Change Order #2 to CC-0751A-06/TLR, CR46A Phase III, CR 15 to Old Lake Mary Road.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve Change Order #2 to CC-0751A-06/TLR with Gibbs & Register, Inc. of Winter Garden, Florida, in the amount of \$211,515.00 for the conversion of the intersection at CR-46A (HE Thomas Jr. Parkway) and Country Club Road to a signalized intersection with required storm drain adjustments at the Riverboat Landing Plaza driveway.

County-wide

Ray Hooper

BACKGROUND:

CC-0751A-06/TLR provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a four lane urban roadway section approximately 1.026 miles in length along an existing 2-lane corridor of CR-46A (HE Thomas Jr. Parkway), from Upsala Road to Old Lake Mary Road.

Change Order #2 will provide for additional modifications needed based on traffic conditions. The new signals at the intersection of CR-46A (HE Thomas Jr. Parkway) and Country Club Road are being installed to help control increasing traffic at this intersection. The scope of work will include the installation of two double arm masts, conduit, sign cable, pull boxes, electric power service and wire, traffic signal head, pedestrian signals, loops, pre-emption detector, signs, pavement marking and all items necessary to complete the signals at the above intersection. Change Order #2 will also include the lowering of an existing storm drain which is one foot higher than the proposed finished asphalt grade at the Riverboat Landing Plaza driveway.

The following is a summary of the cost of the Agreement:

| | |
|--------------------------|----------------|
| Original Agreement Sum: | \$7,108,000.00 |
| Change Order #1: | \$ 42,842.00 |
| Change Order #2: | \$ 211,515.00 |
| Revised Agreement Total: | \$7,362,357.00 |

This is a budgeted project and funds are available Engineering-Roads (Account #077515.560670, CIP #00011401) and Arterial Road Projects (Account #077521.560670, CIP #00011401).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Change Order #2 to CC-0751A-06/TLR with Gibbs & Register, Inc. of Winter Garden, Florida, in the amount of \$211,515.00 for the conversion of the intersection at CR-46A (HE Thomas Jr. Parkway) and Country Club Road to a signalized intersection with required storm drain adjustments at the Riverboat Landing Plaza driveway.

ATTACHMENTS:

1. CC-0751A-06/TLR C/O #2 to Gibbs & Register, Inc.

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS



Engineering Division

PURCHASING DIVISION
(407) 321-1130

1101 E. First Street
Sanford, FL 32771

CONTRACT NO: CC-0751A-06/TLR INITIATION DATE: 08-28-2007 ORIGINAL CONTRACT DATE: 11-07-2006
CHANGE ORDER NO: 02 ACCOUNT NO: _____ ARCH/ENG PROJECT:# _____
CONTRACT FOR: CR-46A Phase III, CR-15 Country Club Rd to Old Lake Mary Rd

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

See Attachment A.

REASON FOR CHANGE(S):

See Attachment A

| | | |
|-------------------------------------------------------------------------------------------|----|-----------------------|
| ORIGINAL CONTRACT SUM: | \$ | <u>7,108,000.00</u> |
| CONTRACT SUM PRIOR TO THIS CHANGE ORDER | \$ | <u>7,150,842.00</u> |
| CHANGE ORDER (increased) (decreased) (unchanged) | \$ | <u>211,515.00</u> |
| NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER WILL BE | \$ | <u>7,362,357.00</u> |
| CONTRACT TIME WILL BE (increased) (decreased) (unchanged) BY (0) CALENDAR DAYS | | <u>0 days</u> |
| FINAL COMPLETION DATE THROUGH THIS CHANGE ORDER | | <u>March 14, 2008</u> |

WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between COUNTY and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

ACKNOWLEDGEMENTS The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order, and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER, ARCHITECT/ENGINEER AND CONTRACTOR

Public Works / Engineering
DEPT/DIV Plw Eng
By: Stan Gough
Date: 9-17-07

HDR - Construction Control Corp.
ARCHITECT/ENGINEER
104 Forrest Drive
Sanford, FL 32773-4713
Address _____
By: Dean Wilborne
Date: 9/17/07

GIBBS & REGISTER, INC.
CONTRACTOR (Seal)
232 South Dillard Street
Winter Garden, FL 34787
address _____
By: Joe Jorg
Date: 9/15/07

Approved as to form & legal sufficiency:

[Signature]
County Attorney

10/2/07
Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

ATTEST:

Carlton D. Henley, Chairman

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

BCC APPROVAL DATE: _____

DATE: _____

Attachment A.

YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE(S) IN THIS CONTRACT:

- A. Seminole County requested that the intersection of CR-46A and Country Club Road be changed to a signalized intersection. The scope of work will include the installation of two double arm mast arms, conduit, sign cable, pull boxes, electric power service and wire, traffic signal head, pedestrian signals, loops, pre-emption detector, signs, pavement marking and all items necessary to complete the signals at the above intersection. Attached are the various work activities, estimated quantities and signalization plans for CR-46A and Country Club Road.**
- B. Due to the widening of CR-46A an existing manhole (storm drain) will now be located in the driveway entrance to the Riverboat Landing Plaza at station 57+10± Rt. roadway. The present elevation of the existing manhole is one-foot± higher than the proposed finish asphalt grade for this area. To resolve this issue the manhole will need to be lowered. Remove existing ring and cover and concrete lid from manhole, lower top of structure 5-inches to top of existing storm pipe. Install new 8-inch concrete lid with a recessed ring and cover. The final elevation of the concrete lid will match the finish elevation of the asphalt friction course (FC-3).**

REASON FOR CHANGES:

- A. The new signals at the intersection of CR-46A and Country Club Road are being installed to help control the ever increasing traffic at this intersection. The new signal will control traffic on CR-46A, allowing the east, west and through traffic on Country Club Road to safely enter and cross the intersection. Traffic on Country Club Road will continue to increase with the new planned improvements for the roadway and the presence of a local golf course. The new signal will improve the operation and safety of this intersection.**

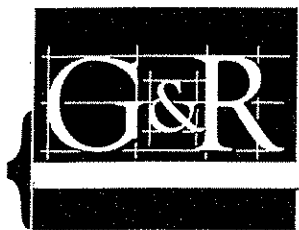
The contractor submitted a cost proposal for the above signal of \$234,486.00. The price was rejected by the CE&I (HDRCCC) due to the inflated prices. Negotiations were held between the contractor and the CE&I and a new price of \$208,986.00 was agreed upon. This price was based on existing contract prices and FDOT Statewide Averages. The negotiated cost for the complete installation of the new traffic signal at the intersection of CR-46A and Country Club Road is \$208,986.00 with no additional contract time.

- B. The existing manhole had to be lowered to match the proposed roadway elevation at the above location. Contractor provided a detailed cost proposal of \$2,600.00 for the modification to the manhole which was reviewed by the CE&I (HDRCCC). The cost proposal of \$2,600.00 was rejected by HDRCCC and a negotiated price of \$2,529.00 was agreed upon with no additional contract time.**

The above issues have been reviewed and accepted by HDR and approved by Seminole County Engineering for payment.

C. O. #2

ITEM A



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

June 25, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

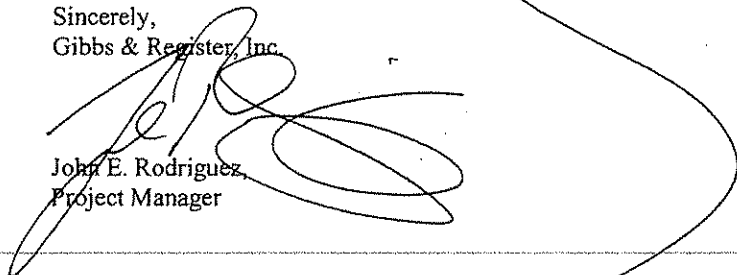
Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Revised Change Order Proposal: Country Club Rd. Signal (J07005.05)

Dear Mr. Hilborne:

The purpose of this letter is to provide you with the revised pricing for the Country Club Rd. Signalization Addition. G&R has reviewed the original proposal and made several changes to our pricing. Also, I have attached a copy of Chinchor Electric's proposal to this letter for your information. Please keep in mind that there are some additional costs by G&R that have been distributed throughout the bid items. The total amount of this proposal is **\$ 208,986.00**. This work would be completed based on the unit prices established in this proposal. G&R requests an additional 30 days of Contract Time to complete this work.

Thank you for your time and consideration in this matter. If you have any questions or concerns, feel free to contact me in the office.

Sincerely,
Gibbs & Register, Inc.


John E. Rodriguez
Project Manager

cc: J07005:29

Approved
JER 7/6/07

06/25/2007
P07231
*** WOODY

8:59
CTRY CLUB & OLD LAKE MARY SIGNAL C.O.
BID TOTALS

| <u>Biditem</u> | <u>Description</u> | <u>Quantity</u> | <u>Units</u> | <u>Unit Price</u> | <u>Bid Total</u> |
|----------------|----------------------------------------|-----------------|--------------|-------------------|------------------|
| 102-1 | MAINTENANCE OF TRAFFIC | 1.000 | LS | 10,000.00 | 10,000.00 |
| 630-1-12 | CONDUIT, UNDERGROUND (F&I) | 500.000 | LF | 7.00 | 3,500.00 |
| 630-1-14 | CONDUIT, DIR. BORE (F&I) | 720.000 | LF | 20.00 | 14,400.00 |
| 632-7-1 | SIGNAL CABLE (F&I) | 1.000 | PI | 4,000.00 | 4,000.00 |
| 635-1-11 | PULL & JUNCTION BOX (F&I) | 13.000 | EA | 320.00 | 4,160.00 |
| 639-1-22 | ELEC. PWR SERV. U/G (F&I) | 1.000 | EA | 1,200.00 | 1,200.00 |
| 639-2-1 | ELEC. SERV. WIRE (F&I) | 120.000 | LF | 3.00 | 360.00 |
| 648-13-100 | MAST ARM DBL ARM (F&I) | 1.000 | EA | 38,000.00 | 38,000.00 |
| 648-13-85 | MAST ARM DBL ARM (F&I) | 1.000 | EA | 34,000.00 | 34,000.00 |
| 650-51-311 | TRAF SIGNAL 3-SEC, 1 WAY (F&I) | 3.000 | EA | 1,000.00 | 3,000.00 |
| 650-51-511 | TRAF SIGNAL 5-SEC, 1 WAY (F&I) | 5.000 | EA | 1,600.00 | 8,000.00 |
| 653-181 | PED SIGNAL LED COUNTDOWN (F&I) | 4.000 | EA | 800.00 | 3,200.00 |
| 653-182 | PED SIGNAL LED COUNTDOWN 2-WAY (F&I) | 1.000 | EA | 1,700.00 | 1,700.00 |
| 659-107 | SIGNAL HEAD AUX (ALUM POST)(F&I) | 2.000 | EA | 1,000.00 | 2,000.00 |
| 659-109 | SIGNAL HEAD AUX (CONC. POST)(F&I) | 1.000 | EA | 800.00 | 800.00 |
| 660-1-109 | LOOP DET. (2 CHANNEL)(F&I) | 4.000 | EA | 300.00 | 1,200.00 |
| 660-1-110 | LOOP DET. (2 CHANNEL, TD)(F&I) | 1.000 | EA | 400.00 | 400.00 |
| 660-2-102 | LOOP ASSLY TYPE B 6x6 (F&I) | 4.000 | EA | 750.00 | 3,000.00 |
| 660-2-106 | LOOP ASSLY TYPE F 6x40 (F&I) | 5.000 | EA | 1,000.00 | 5,000.00 |
| 633-74-11 | PRE-EMPTION DETECTOR OPTICOM (F&I) | 1.000 | PI | 15,000.00 | 15,000.00 |
| 665-13 | PED DETECTOR W/ SIGN (F&I) | 6.000 | EA | 215.00 | 1,290.00 |
| 670-5-112 | ACTUATED S/S CONT. ASSLY (F&I) | 1.000 | EA | 26,500.00 | 26,500.00 |
| 678-1-13 | CONT. ACC. (F&I)(GEN. SWITCH BOX) | 1.000 | CA | 5,000.00 | 5,000.00 |
| 684-14 | SYSTEM COMM. FIBEROPTIC (F&I) | 1,000.000 | LF | 10.00 | 10,000.00 |
| 699-1-1 | INT. ILLUMINATED SIGN (LED)(F&I) | 4.000 | EA | 2,500.00 | 10,000.00 |
| 700-40-1 | OVERHEAD SIGN NO U-TURN (F&I) | 1.000 | EA | 850.00 | 850.00 |
| 711-3 | PVMT MESS., THERMO | 1.000 | EA | 400.00 | 400.00 |
| 711-4 | DIR. ARROWS, THERMO | 6.000 | EA | 65.00 | 390.00 |
| 711-17 | THERMO REMOVE | 100.000 | SF | 10.00 | 1,000.00 |
| 711-35-121 | SOLID TRAFFIC STRIPE, THERMO 12" WHITE | 180.000 | LF | 1.50 | 270.00 |
| 711-35-241 | SOLID TRAFFIC STRIPE, THERMO 24" WHITE | 122.000 | LF | 3.00 | 366.00 |

Bid Total =====>

\$208,986.00

WWD
7/6/07

C. O. #2

ITEM B



GIBBS & REGISTER, INC.

232 South Dillard Street
Winter Garden, Florida 34787
Telephone: (407) 654-6133
Facsimile: (407) 654-6134

August 14, 2007

Mr. Dean A. Hilborne
Sr. Project Administrator
HDR
104 Forrest Dr.
Sanford, FL 32773

Re: Seminole County: CC-0751A-06/TLR
CR46A Phase III, CR15 Country Club Rd. to Old Lake Mary Rd.
Subject: Manhole Lid Adjustment Sta. 57+75 Rt. Change Order (J07005.07)

Dear Mr. Hilborne:

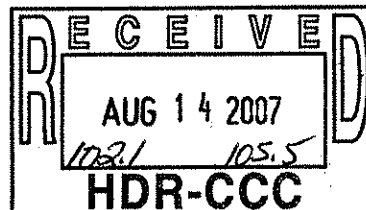
I am in receipt of your letter dated July 23, 2007 requesting additional pricing for the manhole adjustment required at Station 57+75 Rt. G&R has completed our cost analysis of the proposed modification and is offering to complete this work for the lump sum amount of \$ 2,529.00. I have attached a detailed breakdown of all costs associated with this change order. Please review this information and respond accordingly.

If there are any questions or if additional information is required please feel free to contact me.

Sincerely,
Gibbs & Register, Inc.

John E. Rodriguez,
Project Manager

cc: J07005:29



Project: CR46A PHASE III

Computed: WM

Date: 7/12/07

Subject: EXISTING MANHOLE STRUCTURE -

Checked:

Date:

Task: HAZARDOUS WASTE - STA 57+75

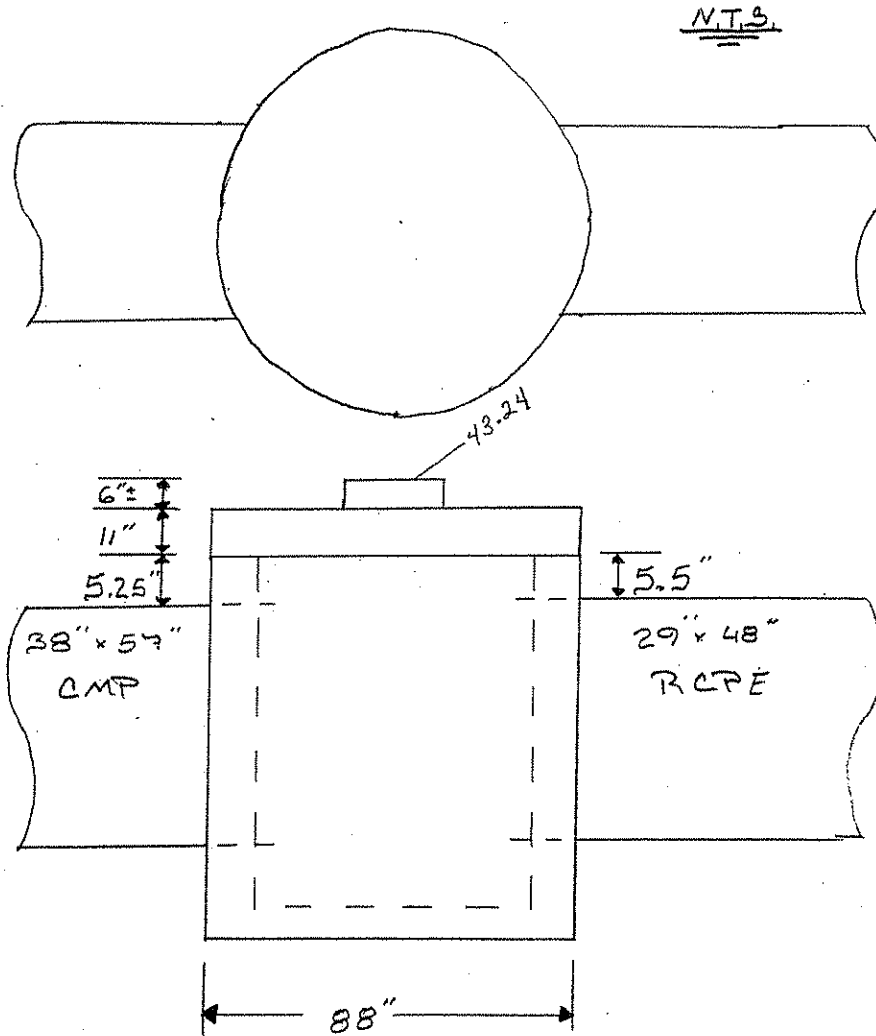
Page: 1

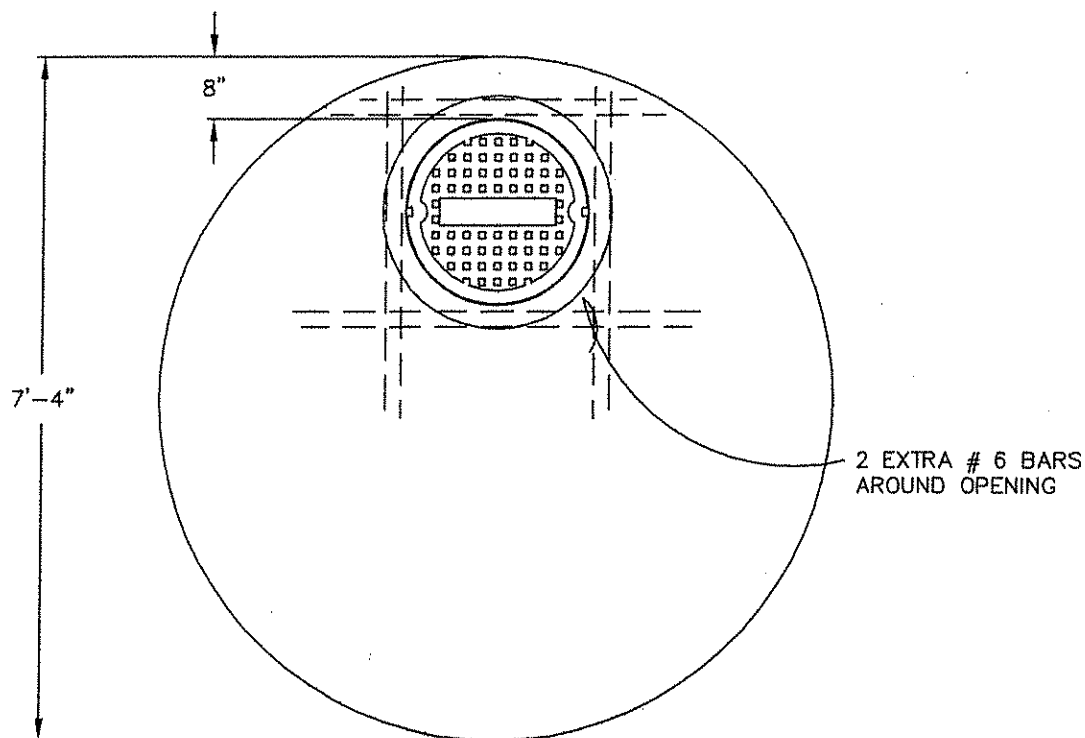
of: 1

Job #: RT & CONST

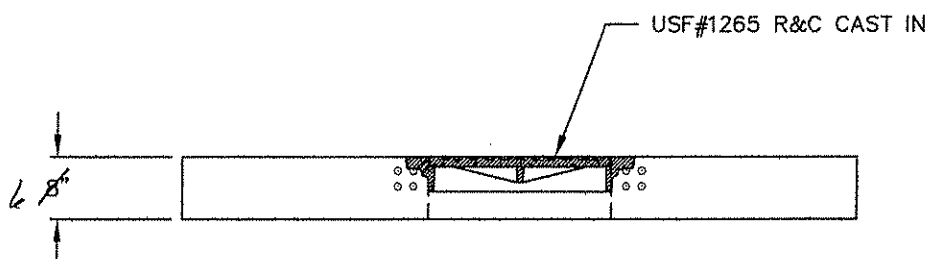
No:

MH STR - STA 57+45
50' RT & CONST





PLAN VIEW



FRONT ELEVATION

NOTES:

1. REINFORCING: #5 @ 10 OCEW
2. 8" LID W/24"Ø OFFSET
3. WEIGHT OF SLAB = 4050 / 1.04 CYDS
4. INSPECT & STAMP: NO

STRUCTURE TYPE "6'-0" DIAM. / 8" WALL TOP SLAB"

4000 PSI CONC. TYPE II CEMENT

**Oldcastle™** Precast Inc.

690 WEST TAFT-VINELAND RD. ORLANDO, FLORIDA 32824
(407) 855-7580 • FAX: (407) 855-2424

GIBBS & REGISTER

CR 46A

DRAWN: SJW

DATE: 7/12/07

CHECKED:

DATE:

PRODUCED:

SHIPPED:

STR. NO.: TS-1

S.O. NO.: 00000

LN. NO.:

DRAWING NO.: TS8ID9.DWG

LOC.:

SCALE: 1" = 2'

SHEET: OF

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Change Order #7 to CC-1636-06/BHJ - Renovation of Seminole County Fire Station #35 to Southern Building Services, Inc.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bob Hunter

EXT: 7119

MOTION/RECOMMENDATION:

Approve Change Order #7 to CC-1636-06/BHJ - Renovation of Seminole County Fire Station #35 to Southern Building Services, Inc. of Winter Garden, Florida, in the amount of \$32,128.60, addressing code and construction issues.

County-wide

Ray Hooper

BACKGROUND:

CC-1636-06/BHJ provides for all labor, materials, equipment, transportation, coordination and incidentals necessary for the renovation of the Seminole County Fire Station #35 located at 201 West County Home Road, Sanford, FL 32773.

Change Order #7 will provide for additional improvements to the fire station through the relocation of wiring and conduits on the south side of the fire station building, addition of exterior to main entry of the facility, demolition and replacement of drywall at the showers and at room #103, removal and replacement of wood doors on elevation and apparatus bay, relocation and increased size for generator pad, repainting of rear bay doors to fire station and addition of epoxy floor finish for the apparatus bay and laundry room. Change Order #7 will also provide for increased size of the lockers used for equipment storage, VCT for communication room floor and the addition of a non-combustible back splash behind range per code.

The following is a summary of the cost of the Agreement:

| | |
|--------------------------|---------------------------------------|
| Original Agreement Sum: | \$670,494.00 |
| Change Order #1: | \$ 8,915.00 |
| Change Order #2: | \$ 1,469.74 |
| Change Order #3: | -\$ 8,374.00 (Deductive Change Order) |
| Change Order #4: | \$13,910.12 |
| Change Order #5: | \$ 1,825.58 |
| Change Order #6: | \$ 4,668.52 |
| Change Order #7: | \$32,128.60 |
| Revised Agreement Total: | \$725,037.56 |

This is a budgeted project and funds are available in Construction Management Fire Protection Fund - Construction in Progress, Renovations to Fire Stations (Account #010577.560650, CIP #00189301).

STAFF RECOMMENDATION:

Staff recommends that the Board approve Change Order #7 to CC-1636-06/BHJ - Renovation of Seminole County Fire Station #35 to Southern Building Services, Inc. of Winter Garden, Florida, in the amount of \$32,128.60, for the relocation of wiring and conduits, addition of exterior to main entry, demolition and replacement of drywall, removal and replacement of wood doors, increased size of generator pad, repainting of rear bay doors and addition of epoxy floor finish.

ATTACHMENTS:

1. CC-1636-06_BHJ CO7 with Southern Building Services

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**SEMINOLE COUNTY, FLORIDA
CHANGE ORDER FOR CONSTRUCTION PROJECTS**

**PURCHASING DIVISION
(407) 665-7116**

**1101 E. First Street
Sanford, Florida 32771-1468**

Contract No: CC-1636-06/BW Initiation Date: _____
Change Order No: 7 Account No: _____
Contract for: RENOVATIONS TO F.S. #35

Original: _____
Contract Date: 3/26/07
Arch/Eng Project No: _____

You are requested to make the following change(s) in this contract:

SEE ATTACHMENTS

Reason for change(s):

CHANGES AS REQUESTED BY PUBLIC SAFETY, SAFETY AND
CODE ISSUES.

| | |
|------------------------------------------------------------------------------------------------------|-----------------|
| Original Contract Sum..... | \$ 670,494.00 |
| Contract sum prior to this change order..... | \$ 692,908.96 |
| Change order (increase)(decrease)(unchanged)..... | \$ 32,128.60 |
| New contract sum including this change order will be..... | \$ 725,037.56 |
| Contract time will be (increased)(decreased)(unchanged) By () calendar days No calendar day..... | |
| Final completion date through this change order..... | <u>10/14/07</u> |

Waiver This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract Price and Time as a result of increases or decreases in costs and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between County and Contractor that the Change Order represents and equitable adjustment to the Agreement and that Contractor shall waive all rights to file a Contract Claim of any nature on this Change Order. Execution of this Change Order shall constitute Contractor's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

Acknowledgements The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original agreement other than matters expressly provided herein.

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.

WALTER JACKSON
Project Manager

ADMIN/SERVICES/FACILITIES
Department/Division
By: Walter Jackson
Date: 10/11/07

Mark Kaiser
Architect/Engineer
1401 West Colonial Dr.
Orlando, FL 32804
Address
By: Mark Kaiser
Date: 10-12-07

JIBOL
Contractor (Seal)
1465 E. PLANT ST.
WINTER GARDEN, FL 34707
SOUTHERN BUILDING SERVICES
Address
By: JARED ZAMMSEN
Date: 10-11-07

Approved as to form & legal sufficiency:

[Signature]
County Attorney

10/12/07
Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Date: _____

CONSTRUCTION CHANGE ORDER
CALCULATING WORKSHEET

| | |
|-------------------------|-------------------------|
| Project Name: | Fire Station #35 |
| Project #: | |
| Project Manager: | Walter Jackson |
| Vendor: | |
| Contract #: | CC-1636-06/BHJ |
| Change Order #: | 7 |
| Date: | 9/27/2007 |

| | |
|-------------------------------|---------------|
| Overhead & Profit: | 15.00% |
| Bond Cost: | 1.50% |

| ITEM | DESCRIPTION OF CHANGE | AMOUNT |
|------|----------------------------------------------------------|--------------|
| 1 * | Increase the size of the countertop at office | \$ 230.00 |
| 2 | Lower conduit & wire on south side of building | \$ 1,459.14 |
| 3 * | Remove/replace existing wood door on elevation | \$ 650.08 |
| 4 * | Remove/replace existing wood door to apparatus bay | \$ 747.28 |
| 5 * | Add exterior to main entry of facility | \$ 398.70 |
| 6 | Relocate & increase size of the generator pad | \$ 420.00 |
| 7 | Demo & replace/finish drwall at showers | \$ 420.00 |
| 8 * | Demo 3' of wall tile and drywall/thick set floor rm #103 | \$ 1,660.00 |
| 9 * | Increase the size of the lockers used for equip. storage | \$ 1,470.00 |
| 10 | Repaint rear bay doors of Station | \$ 1,900.00 |
| 11 | VCT for the floor in the communication room | \$ 316.80 |
| 12 | Expo floor finish for the apparatus bay & laundry room | \$ 15,327.00 |
| 13 | Add non combustible splash back behind range (code) | \$ 2,526.04 |
| 14 | | |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20 | | |

Subtotal: \$ 27,525.04

Overhead & Profit: \$ 4,128.76 15.00%

Subtotal: \$ 31,653.80

Bond Cost: \$ 474.81 1.50%

Grand Total: \$ 32,128.60

Proposal # 17 Seminole County Fire Station #35

This proposal includes
the labor and materials
to provide and install
approx. 6.5 ft
of transaction top at
knee wall near entrance
to the apparatus bay
per Chief Algeri request
See attached backup

\$230.00

Sub-Total

\$230.00

General Conditions, OH, Profit @ 15%

\$34.50

Bond @ 1.5%

\$3.97

TOTAL

\$268.47

RECEIVED

AUG 28 2007

CONSTRUCTION
MANAGEMENT



GLENCO INDUSTRIES
6515 ANNO AVE.
ORLANDO, FL. 32809
PHONE 407-888-0651 - FAX 407-888-8257

DATE: 08/22/2007

ATTN. : ESTIMATOR - FAX 407-877-7188
CHANGE ORDER FOR: FIRE STATION 35
DIVISION : 08400 - CABINETS

CHANGE ORDER BASED ON CUSTOMER REQUEST

6.6 FT. TRANSACTION TOP

| | |
|-------------------------------------|-----------------|
| TOTAL ADD: | \$230 |
| MATERIAL COST: | \$59.80 |
| FABRICATION LABOR COST: | \$120.08 |
| INSTALLATION COST: | \$18.40 |
| EQUIPMENT COST: | \$10.83 |
| OVERHEAD & PROFIT @ 10%: | \$20.91 |

Proposal # 19 Seminole County Fire Station #35

This proposal includes
the labor and materials
to relocate existing conduits
below grade that
became exposed after
the berm was removed
See attached backup

\$1,459.14

Sub-Total

\$1,459.14

General Conditions, OH, Profit @ 15%
Bond @ 1.5%

\$218.87

\$25.17

TOTAL

\$1,703.18

Certified Electrical Contractor
EC13002594



E.D.S Construction Corp.
8316 Pine Island Road
Clermont, FL 34711

August 10, 2007
Southern Building services,
1165 E. Plant Street
Suite #9
Winter Garden, FL 34787

Attn Jared:

Re: Seminole Fire Station # 35

The additional cost to relocate the conduits that became exposed after the removal of the berm is \$1459.14

The breakdown is as follows: 2 men 4 hours @ \$65.00 per hour \$520.00

3 Quazite underground splice boxes \$450.00

1 Nema 3R 12X12 splice box \$68.00

2 Nema 3R 6X6 splice box \$43.00

Misc Fittings \$25.00

Wire and bugs \$100.00

Sub total: *15%* *1206*
\$1215.95 *180.90*

Profit & Overhead @ 20% *20%*
\$243.19 *1386.90*

Total Change Order requested \$1459.14

Respectfully,

[Signature]
Edward Berry

Thank You We appreciate Your Business

Proposal # 20 Seminole County Fire Station #35

This proposal includes
the labor and materials
to remove existing exterior
door adjacent to
mechanical room 109

and replace with new door

Also Included is
the painting of this door.

per Chief Algeri request

See attached backup \$368.08

Demo existing door \$52.00

Paint new door \$78.00

Install new door and hardware \$152.00

Sub-Total \$650.08

General Conditions, OH, Profit @ 15% \$97.51

Bond @ 1.5% \$11.21

TOTAL \$758.80

EXTERIOR 109

NO. 153 Fp. 9 81



LUMBER & SUPPLY Inc.

ESTIMATE

Date 8/24/07

(352) 787-4545

700 E. Main Street • Leesburg, FL 34748

Name Southern Building

Address ATTN: Jamal

Job Seminole Fire #35 Ph. _____

Delivered To _____

Page _____ Salesman E. J. Ryan[illegible]

INTERLOCKING

Proposal # 21 Seminole County Fire Station #35

This proposal includes
the labor and materials
to remove existing interior
door to the apparatus bay
and replace with new door.
per Chief Algeri request

| | |
|-------------------------------|----------|
| See attached backup | \$415.28 |
| Demo existing door | \$52.00 |
| Stain new door | \$128.00 |
| Install new door and hardware | \$152.00 |

24"X26" LITE

| | |
|------------------|-----------------|
| Sub-Total | \$747.28 |
|------------------|-----------------|

| | |
|--------------------------------------|----------|
| General Conditions, OH, Profit @ 15% | \$112.10 |
| Bond @ 1.5% | \$12.89 |

| | |
|--------------|-----------------|
| TOTAL | \$872.27 |
|--------------|-----------------|

| ACCT# | QUOTE # | | | TERMS | DATE ENTERED | SLSMN | EXPIRATION DATE |
|---------------------------------|--------------|---------|-----|------------------------------|--------------|-------------|-----------------|
| 54870 | RO82707A | | | NET 10TH OF MO. | 08/27/07 | 113 | 08/28/07 |
| ORDERED | BACK ORDERED | SHIPPED | U/M | DESCRIPTION | PRICE | AMOUNT | |
| | | | | **** QUOTE **** | | | |
| | | | | FIRE STATION 35 | | | |
| 1 | | | EA | AMPCO PC7-RNB-SLAB X 5" BTM | 158.570 | 158.57* | |
| 1 | | | EA | T4G 22X26 INSERT | 46.332 | 46.33* | |
| 1 | | | EA | 1/4"X23X27 CL TEMPERED GLASS | 23.685 | 23.69* | |
| 1 | | | EA | 24 X 26 LITE KIT PREP | 15.000 | 15.00 | |
| 1 | | | EA | 24 X 26 LITE INSTALLED | 20.000 | 20.00 | |
| 1 | | | EA | HINGE PREP TO DOOR | 15.000 | 15.00 | |
| | | | | | SUBTOTAL | 278.59 | |
| 3 | | | EA | HINGE BB1279 26D 4.5 X 4.5 | 5.890 | 17.67* | |
| 1 | | | EA | PUSH RW 70 4X16 32D | 4.350 | 4.35* | |
| 1 | | | EA | PULL RW 122-70 4X16 32D | 18.120 | 18.12* | |
| 1 | | | EA | NORTON 8501 X 689 CLOSER | 71.000 | 71.00* | |
| 1 | | | EA | DOOR STOP-ROCKWOOD 409 US32D | 1.645 | 1.65* | |
| | | | | | SUBTOTAL | 112.79 | |
| August 27, 2007 10:56:25 OT:124 | | | | | | MERCHANDISE | 391.38 |
| ***** * QUOTE * ***** | | | | | | OTHER | 0.00 |
| PAGE 1 OF 1 | | | | | | TAX 7.000% | 23.90 |
| | | | | | | LAKE 7% | |
| | | | | | | FREIGHT | 0.00 |
| | | | | | | TOTAL | 415.28 |

Proposal # 23 Seminole County Fire Station #35

This proposal includes
the labor and materials
to install a surface mounted
light fixture over the front
door entrance of the Fire Station
See attached backup

\$416.16

Sub-Total~~\$416.16~~

398.70

General Conditions, OH, Profit @ 15%

\$62.42

Bond @ 1.5%

\$7.18

TOTAL**\$485.76**

Certified Electrical Contractor
EC13002594



E.D.S Construction Corp.
8316 Pine Island Road
Clermont, FL 34711

August 27, 2007
Southern Building services,
1165 E. Plant Street
Suite #9
Winter Garden, FL 34787

Attn Jared:

Re: Seminole Fire Station # 35

The additional cost to install a wall mounted fixture, including labor and parts is \$ 416.16

The breakdown is as follows: 1 man 1 hours @ \$65.00 per hour \$65.00

Misc Fittings, wire and conduit \$25.00

Fixture including tax \$256.80

Sub total: \$346.80

Profit & Overhead @ 20%

~~\$69.36~~

51.90

Total Change Order requested

~~\$416.16~~

398.70

Please note as per attached email, freight will be an additional charge.

Respectfully

Edward Berry

Thank You We appreciate Your Business

352-429-4670 Fax 352-429-4185 Cell 352-308-6830

#7 6

Proposal # 24 Seminole County Fire Station #35

This proposal includes
the labor and materials
to prep, place & finish
concrete for the generator
at new location

| | |
|----------------------------|----------|
| 1.5 yds @ \$115 a yd | \$172.50 |
| 66 sq ft @ \$ 3.75 a sq ft | \$247.50 |

| | |
|------------------|-----------------|
| Sub-Total | \$420.00 |
|------------------|-----------------|

| | |
|--------------------------------------|---------|
| General Conditions, OH, Profit @ 15% | \$63.00 |
| Bond @ 1.5% | \$7.25 |

| | |
|--------------|-----------------|
| TOTAL | \$490.25 |
|--------------|-----------------|

Proposal # 26 Seminole County Fire Station #35

This proposal includes
the labor and materials
to demo existing tile,
install new drywall,
and epoxy paint
at shower 206

| | |
|-----------------------------------------|----------|
| 4 hrs demo at \$ 36 hr | \$144.00 |
| hang & finish 2 boards at \$ 58 a board | \$116.00 |
| epoxy paint 64 sq ft @ \$2.50 sq ft | \$160.00 |

| | |
|------------------|-----------------|
| Sub-Total | \$420.00 |
|------------------|-----------------|

| | |
|--------------------------------------|---------|
| General Conditions, OH, Profit @ 15% | \$63.00 |
| Bond @ 1.5% | \$7.25 |

| | |
|--------------|-----------------|
| TOTAL | \$490.25 |
|--------------|-----------------|

Proposal # 30 Seminole County Fire Station #35

This proposal includes
the labor and materials
to demo existing tile,
supply & install new tile from
floor to 3' AFF around entire
room 103.

\$1,660.00

Sub-Total**\$1,660.00**

General Conditions, OH, Profit @ 15%

\$249.00

Bond @ 1.5%

\$28.64

TOTAL**\$1,937.64**



13553 U.S.Hwy 441 Lady Lake, FL 32159
Phone: 352-350-2175 ~ Fax: 352-753-1037
REQUEST FOR CHANGE ORDER

| | |
|--------------------------------------------|------------------------------------------|
| To: Southern Builders Services, Inc | Date: Tuesday, September 04, 2007 |
| Address: 1165 E. Plant Street | Project Name: FIRE Station # 35 |
| City/St/Z: Winter Garden, FL 34787 | Location: |
| Phone: 407-877-1108 | Fax: 407-877-7188 |

The following is a bid for finish flooring for the above noted project. All prices include material, delivery, installation, and appropriate Florida State sales tax, unless otherwise noted.

SPECIFICATIONS

CERAMIC WALL TILE

Supply & Install American Oleans 4x4 wall tile color # 12 with unsanded grouts.

Price : \$ 1,660.00

Price includes normal floor preparation; excessive prep will be additional charge and is based on time and materials.
We reserve the right to withdraw this proposal is not accepted within 30 Thirty days

1. All material is guaranteed to meet specifications.
2. Work to be completed in a professional, workmanlike manner according to standard practices.
3. All agreements contingent upon strikes, accidents, or delays beyond our control.
4. Owner to carry fire and other necessary insurance.
5. Workers are fully covered by workman's compensation insurance.
6. Any outstanding balance not paid within the terms of this agreement, shall accrue interest at the highest rate allowed by law, until paid in full. If legal action is taken by Great Lakes Carpet & Tile, Inc. to enforce the terms of this agreement, venue shall be proper in Sumter County, Florida the individual (s) and or entity(ies) accepting this agreement, shall be responsible to pay the reasonable attorney's fees and court cost incurred by Great Lakes Carpet & Tile, Inc.
7. The undersigned individual(s) and or entity(ies) guarantee performance of the above agreements and payments of all sums due hereunder in the event of default and agree that if legal action is instituted by Great Lakes Carpet & Tile, Inc. to enforce the terms of this guarantee, venue shall be proper in Sumter County, Florida and further agree to be responsible to pay the reasonable attorney's fees and court costs incurred by Great Lakes Carpet & Tile, Inc.

Agent for Great Lakes Carpet & Tile, Inc.:

Tim Mousseau, Commercial Sales

APPROVED BY :

NAME

DATE

"SERVICE IS NOT JUST A WORD, BUT A WAY OF LIFE"

#7 9

Proposal # 16 Seminole County Fire Station #35

This proposal includes
the labor and materials
to increase the height
of the lockers for added
space
per Chief Algeri request
See attached backup

\$1,470.00

Sub-Total

\$1,470.00

General Conditions, OH, Profit @ 15%
Bond @ 1.5%

\$220.50

\$25.86

TOTAL

\$1,715.86



AUG. 23. 2007 2:47PM

TO : GLENCO

AUG 22, 2007 23:04 RULLO

FAX NO. : 4078888257

000-000-00000

Aug. 23 2007 NO. 952 51AM P. 4

Page 1

GLENCO INDUSTRIES
6515 ANNO AVE.
ORLANDO, FL. 32809
PHONE 407-888-0851 - FAX 407-888-8257

DATE: 08/21/2007

ATTN.: ESTIMATOR - FAX 407-877-7188
CHANGE ORDER FOR: FIRE STATION 35
DIVISION: 08400 - CABINETS

CHANGE ORDER BASED ON CUSTOMER REQUEST

35 EA. CHANGE LOCKER HEIGHT TO 96"

| | |
|--------------------------|------------|
| TOTAL ADD: | \$1,470 |
| MATERIAL COST: | \$1,111.32 |
| FABRICATION LABOR COST: | \$192.30 |
| INSTALLATION COST: | \$73.60 |
| EQUIPMENT COST: | \$19.24 |
| OVERHEAD & PROFIT @ 10%: | \$133.64 |

5%

15%

Southern Building Services, Inc.

Licensed General Contractor



PROPOSAL

August 23, 2007

Seminole County Government
1101 East 1st Street
Sanford, Florida 32771

Attn: Walter Jackson

Re: Fire Station #35 Addition and Renovation

Mr. Walter Jackson,

This proposal is for the labor and material to increase the height of the lockers for added storage space. This proposal was generated per Chief Algeri's request.

The total for this work is:

One thousand seven hundred fifteen dollars and eighty six cents: \$1,715.86

Please call if you have any questions.
Thank you,

Please sign and acknowledge your acceptance of this proposal.

Date: _____

Proposal # 29A Seminole County Fire Station #35

This proposal includes
the labor and materials
to clean, prep
and paint three overhead
doors to the apparatus bay

\$1,900.00

Sub-Total

\$1,900.00

General Conditions, OH, Profit @ 15%

\$285.00

Bond @ 1.5%

\$32.78

TOTAL

\$2,217.78

#7 10

LOFT

PAINTING & DECORATING, INC.

Painting

Wall Coverings

Special Coatings

Waterproofing

FAX COVER SHEET

DATE: September 5, 2007

TO: Southern Building Services, Inc.

FAX NUMBER: 407-877-7188

ATTENTION: Jared

PROJECT: Fire Station #35

DESCRIPTION: Pricing

PAGES INCLUDING COVER: - 1 -

SENT BY: David L. Loft Jr.

MESSAGE

SCOPE OF WORK TO INCLUDE THE FOLLOWING:

1. Clean, prime and paint the exterior of 3 fiberglass OH doors.

LABOR AND MATERIALS.....\$1,900.00

If you have trouble receiving this FAX, please contact the sender at (407) 647-1988

Proposal # 25A Seminole County Fire Station #35

This proposal includes
the labor and materials
to furnish & install
VCT & vinyl base
in the telecom room

| | |
|-------------------------------------|----------|
| VCT: 60 sq ft @ \$ 3.20 sq ft L & M | \$192.00 |
| BASE: 40 LF @ \$ 3.12 LF L & M | \$124.80 |

| | |
|------------------|-----------------|
| Sub-Total | \$316.80 |
|------------------|-----------------|

| | |
|--------------------------------------|---------|
| General Conditions, OH, Profit @ 15% | \$47.52 |
| Bond @ 1.5% | \$5.46 |

| | |
|--------------|-----------------|
| TOTAL | \$369.78 |
|--------------|-----------------|

Southern Building Services, Inc.

Licensed General Contractor



FAX

To: Seminole County Facilities Maintenance From: Jared Bahnsen

ATTN: Walter Jackson

Phone: 407-665-5792

Pages: (2) including cover

Fax: 407-665-5305

Date: 9/12/07

Re: Seminole County Fire Station #35

CC: File

Urgent For Review

Please Comment

Please Reply

Please Recycle

● **Comments:**

Walter,

Attached is a revised proposal for installing VCT in the new telecom room only.

Please call if you have any questions.

Thank you,

Jared

RECEIVED

SEP 12 2007

**CONSTRUCTION
MANAGEMENT**

Proposal # 10A Seminole County Fire Station #35

This proposal includes
the labor and material
to apply the epoxy floor
coating in accordance with
the specifications in the
Appratus Bay.

\$14,700.00

This proposal includes
the labor and material
to apply the epoxy floor
coating in accordance with
the specifications in the
Laundry Room.

\$627.00

Sub-Total

\$15,327.00

General Conditions, OH, Profit @ 15%

\$2,299.05

Bond @ 1.5%

\$264.39

TOTAL

\$17,890.44

Proposal



Prep Tec of Florida, Inc.

To: Jared Bahnsen
Southern Building Services

From: Larry Watren

Date: September 11, 2007

Re: Seminole Fire Station #35

SCOPE OF WORK:

Scope of work as I understand it is the following:

- A. Properly prep bare, wide-open (nothing in the way except perimeter walls) concrete floor to receive General Polymers epoxy/urethane system.
- B. Install 3,364 square feet (project area) using General Polymers High-build 1/16 - 1/8 inch self-leveling system of 3579 or 3589 (new material rep's been specifying) with a top coat of 4618P urethane.

Price for proposal as specified above barring any unforeseen conditions is.....\$14,700
Add \$627 for 12 X 12 square foot room if elected to be done.

Price is based on the following:

1. I lowered the price to try and help you and the county all I can. I believe a new employee we had in the office for a while must have misplaced or lost the file we had on your project. In refiguring the project, I based price on 3,364 square feet of bare, wide-open area.
2. No one knows the amount of fill/patching material needed until preparation is completed and owner points to degree of fill wanted. Therefore the fairest way to figure patching is for every gallon of patching/fill material applied there would be a \$59 per gallon charge for material and \$48 per hour for labor. This paragraph is in proposal in case concrete falls apart and needs patching.
3. A certain fact in the flooring business is that 95% of the success of a flooring system is based directly on the preparation. If the floor prep is correct and you can obtain a sound contamination free properly profiled substrate, the adhesion and cohesion of the epoxy floor system is greater than the bond strength of the concrete. The only two factors that can cause epoxy floor system failure is vapor emission and structural movement based on the fact that no mechanical or chemical abuse is done to the floor above its specified limits.

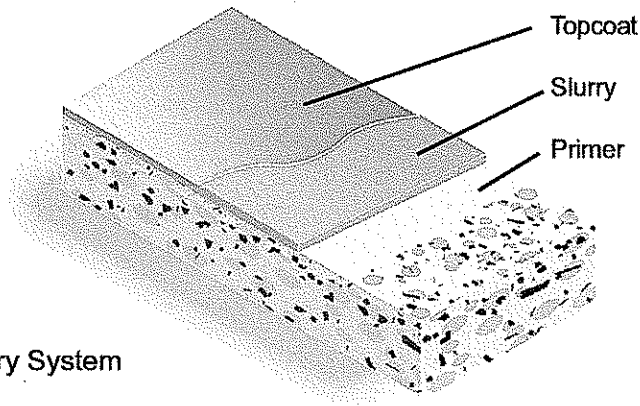
____ Initial



TRAFFICOTE™ #105 SD

Self-Leveling Static Dissipative

General Polymers TRAFFICOTE #105 SD provides a high build (minimum 1/16") protective surfacing. By utilizing a high solids, low viscosity binder resin this TRAFFICOTE #105 SD system provides a fluid, self-leveling mixture that is easily spread with a v-notched trowel or v-notched squeegee which results in a smooth attractive finish. TRAFFICOTE #105 SD can be finished with a high gloss urethane or a stipple finish epoxy topcoat.



1/16" Slurry System

Advantages

- 10^6 - 10^9 ohms resistance protects sensitive equipment throughout entire system
- Meets NFPA 99 Standards
- Seamless smooth attractive finish
 - Urethane Topcoat
 - Long term gloss retention
 - Good chemical resistant
 - Ultra violet stable
 - Epoxy Topcoat
 - Stipple finish
 - Easy to maintain
 - Chemical resistant

Uses

- Electronics assemble
- Electronics production
- Clean rooms
- Computer rooms
- Aircraft hangars
- Quality control labs

Typical Physical Properties

| | | |
|-------------------------|-------|----------------------------------------|
| Color | 4618E | Standard Colors |
| | 3525E | Light, Medium, Dark Gray |
| Conductivity Resistance | | 10^6 - 10^9 ohms |
| NFPA 99 | | |
| Static Charge Decay | | Dissipates a 5,000 volt charge to zero |
| MIL-B-81705B | | in less than 0.1 seconds |
| Abrasion Resistance | | 100 mg lost |
| ASTM D 4060 | | |
| Compressive Strength | | 8,500 psi |
| ASTM D 695 | | |
| Tensile Strength | | 2,500 psi |
| ASTM D 638 | | |
| Flexural Strength | | 10,000 psi |
| ASTM D 790 | | |
| Hardness, Shore D | | 75/70 |
| ASTM D 2240 | | |
| Adhesion | | 350 psi |
| ACI 503R | | (100% concrete failure) |
| Flammability | | Self-extinguishing over concrete |
| Gloss Meter 60° | 4618E | 80-100 pts. |
| | 3525E | Stipple gloss |

ASTM C = Mortar System

ASTM D = Resin only

Installation

The following information is to be used as a guideline for the installation of the TRAFFICOTE #105 SD SYSTEM. Contact the Technical Service Department for assistance prior to application.

Surface Preparation - General

General Polymers systems can be applied to a variety of substrates, if the substrate is properly prepared. Preparation of surfaces other than concrete will depend on the type of substrate, such as wood, concrete block, quarry tile, etc. Should there be any questions regarding a specific substrate or condition, please contact the Technical Service Department prior to starting the project. Refer to Surface Preparation Form (G-1).

Surface Preparation - Concrete

Concrete surfaces shall be abrasive blasted to remove all surface contaminants and laitance. The prepared concrete shall have a minimum surface profile equal to 40-60 grit sandpaper.

After initial preparation has occurred, inspect the concrete for bug holes, voids, fins and other imperfections. Protrusions shall be ground smooth while voids shall be filled with a General Polymers system filler. For recommendations, consult the Technical Service Department.

Temperature

Throughout the application process, substrate temperature should be 50°F - 90°F. Substrate temperature must be at least 5°F above the dew point. Applications on concrete substrates should occur while temperature is falling to lessen offgassing. The material should not be applied in direct sunlight, if possible.

Application Information

| Material | Mix Ratio | Theoretical Coverage Per Coat Concrete | Packaging |
|--------------------------------------|-----------|-------------------------------------------|--------------|
| Conductive Primer 3524 | 1:1 | 250 sq. ft. / gal | 2 or 10 gals |
| Wait 30 minutes for induction period | | | |
| Slurry 3564 | 3:1 | 37.5 sq. ft. / gal | 4 or 20 gals |
| 5305 Static Dissipative Aggregate | | 9 lbs / 1 gal | 18 lbs |
| Topcoat 4618E | 2:1 | 300 sq. ft. / gal | 3 or 15 gals |

Different optional seal coats - Consult individual Technical Data Sheet for mixing and application instructions.

3525E Static Control Epoxy Coating

Primer - Conductive Primer

Mixing and Application

1. Premix 3524A (resin) and 3524B (hardener) separately, using a low speed drill and Jiffy blade. Mix for one minute and until uniform, exercising caution not to whip air into the material.

2. Add 1 part 3524A (resin) to 1 part 3524B (hardener) by volume. Mix with low speed drill and Jiffy blade for three minutes and until uniform. Wait 30 minutes for induction period, restir and apply using a short nap roller at a rate of 250 square feet per gallon (6 WFT mils). Allow to cure at least 1 hour prior to mortar placement but no more than 16 hours.

3. Inspect primer coat prior to application of slurry. Test surface resistance in accordance with NFPA 99. Resistance range should be less than 150,000 ohms. If deviation from this range occurs, consult the Technical Service Department immediately.

Slurry

Mixing and Application

1. Premix 3564 A (resin) using a low speed drill and Jiffy blade. Mix for one minute and until uniform, exercising caution not to whip air into the material.

2. Add 3 parts 3564A (3 quarts resin) to 1 part 3564B (1 quart hardener) by volume. Mix with a low speed drill and Jiffy blade for three minutes and until uniform. Slowly add 9 lbs. of 5305 Static Dissipative Aggregate until material is wet out. Apply using a v-notched trowel or notched squeegee and back roll with a looped roller. Allow to self-level (approximately 10-15 minutes). Allow to cure overnight.

3. Inspect base coat prior to application of seal coat. Test surface resistance in accordance with NFPA 99. Average resistance range should be 1,000,000 - 1,000,000,000 ohms. If deviation from this range occurs, consult the Technical Service Department immediately.

Seal Coat (4618E)

Mixing and Application

1. Premix 4618EA (resin) using a low speed drill and Jiffy blade. Mix for one minute and until uniform, exercising caution not to whip air into the material.

2. Add 2 parts 4618EA (resin) to 1 part 4618B (hardener) by volume. Mix with low speed drill and Jiffy blade for three minutes and until uniform. Apply material via airless spray or roller at a spread rate of 300 sq. ft. per gallon to yield 5 mils WFT. Allow material to cure 8-10 hours.

3. Inspect seal coat. Test surface resistance in accordance with NFPA 99. Average resistance range should be 1,000,000 - 1,000,000,000 ohms. If deviation from this range occurs, consult the Technical Service Department immediately. Allow to cure at least 24 hours before opening to light foot traffic.

Different optional seal coats - Consult individual Technical Data Sheet for mixing and application instructions.

3525E Static Control Epoxy Coating

Application Equipment

Brush / Roller

Use 1/4" phenolic core rollers and professional quality, medium stiff natural bristle brushes.

Cleanup

Clean up mixing and application equipment immediately after use. Use toluene or xylene. Observe all fire and health precautions when handling or storing solvents.

Safety

Refer to the MSDS sheet before use. All applicable federal, state, local and particular plant safety guidelines must be followed during the handling and installation and cure of these materials.

Safe and proper disposal of excess materials shall be done in accordance with applicable federal, state, and local codes.

Material Storage

Store materials in a temperature controlled environment (50°F - 90°F) and out of direct sunlight.

Keep resins, hardeners, and solvents separated from each other and away from sources of ignition. One year shelf life is expected for products stored between 50°F - 90°F.

Maintenance

Occasional inspection of the installed material and spot repair can prolong system life. For specific information, contact the Technical Service Department.

Shipping

- Destinations East of the Rocky Mountains are shipped F.O.B. Cincinnati, Ohio.
- Destinations West of the Rocky Mountains are shipped F.O.B. Victorville, California.

For specific information relating to international shipments, contact your local sales representative.

Disclaimer

The information and recommendations set forth in this document are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product(s) offered at the time of publication. Published technical data and instructions are subject to change without notice.

Consult www.generalpolymers.com to obtain the most recent Product Data information and Application instructions.

Warranty

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams, NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Static Control Floors

Static control flooring can be defined as a flooring system that can drain and/or dissipate static charges by grounding personnel, equipment or other objects contacting the floor surface or that controls the generation and accumulation of static charges. The resistance to the movement of electrons across the material's surfaces defines static control floorings into the following two categories:

- i) **Conductive Floor** has a resistance of $2.5 \times 10^4 - 10^6$ ohms per 3 ft. It can drain static charge dissipating a 5,000 – volt charge to zero in 0.05 seconds.
- ii) **Static Dissipative Floor** has a resistance of $10^6 - 10^9$ ohms per 3 ft. It adds no static electricity to the environment and drains off a 5,000 – volt charge to zero in less than 0.2 seconds.

A conductive floor has a much lower electrical resistance than a dissipative floor. It will carry the static charges to a ground quickly and efficiently as to prevent accidental discharge and ignition. If the floor is too conductive, an operator on the floor can become too effectively grounded and will suffer electrical shock. For this reason the NFPA requires all flooring surfaces to have a minimum resistance of 25,000 ohms. Frequent contact between tools and equipment, or dropping the tools on the floor, will cause spark and ignition. For those circumstances, a sparkproof conductive flooring system is highly recommended. The rapid rate of charge dissipation of conductive flooring can create a magnetic field which can present a problem for manufacturers of electronic components.

Dissipative flooring systems have greater resistance to electric current flow than conductive floorings. At a working environment dealing with high test voltages, such as facilities where electronic components are manufactured or assembled, a dissipative floor should be installed so that the static charges can be gradually transferred to ground, protecting personnel from electrical shock while at the same time protecting sensitive electronic equipment.

Conductive Flooring Measurement Guide

There are three test standards available for the evaluation of static dissipative or conductive floors and they are ANSI/ESD-S7.1, ASTM F 150 and NFPA 99 (56A). These test methods describe three types of measurements to be taken, which are summarized below:

- (1) Surface -to-surface resistance — Two 2.5 inch diameter electrodes, each weighing 5 lbs, are placed 3 ft apart on the floor. Apply the prescribed voltage (either 500VDC for conductive flooring or 100VDC for static dissipative flooring) and take the readings 5 seconds after the application of voltage or once the reading has reached equilibrium. The resistance in ohms is read on a properly calibrated Megohmmeter ("megger").
- (2) Point-to-groundable point resistance — An electrode with a 2.5 inch diameter and a weighing 5 lbs is connected to a Megohmmeter and placed on the surface being tested. The other megger lead is connected directly to a groundable point on the surface being tested.
- (3) Surface resistance — Two parallel metal electrodes of equal length and cross section are placed on the surface being tested. The distance between the electrodes should be the same as the length of the electrodes. Resistance is read on a Megohmmeter connected to the two electrodes and is expressed in ohms/square.

For quality control and lab procedures, the surface-to-surface test is most convenient. The measurements of point-to-groundable point test on smaller lab samples usually vary considerably from readings on a practical large floor. Based on these test results a facility manager can check if the flooring conforms to the specification when initially installed and track continual performance of the floor periodically.

NFPA 99 requires 5 measurements in each room and the average of the five readings is used as to determine the resistance level. ANSI/ESD standards also require 5 measurements per room and a minimum of 5 tests per 5,000 square feet for larger areas. At least 3 of the 5 readings must be conducted in areas of wear due to traffic, chemical or water exposure. The ANSI/ESD and NFPA standards require testing records to include date, temperature, humidity, testing voltage, duration of the test and the equipment used.

Maintenance of Resinous Static Control Floors

Providing floors with good maintenance is always the best solution to lasting service life for any type of floor. The standard of NFPA 99 describes appropriate maintenance for a conductive floor is very important to maintaining conductive property through its service life. There are four maintenance guidelines addressed, which are suitable for static dissipative floors.

- i) The surface of conductive or dissipative floors shall not be insulated by a film of oil or wax. Any waxes, polishes, or dressings used for maintenance of conductive floors shall not adversely affect the conductivity of the floor.
- ii) Floors that depend upon applications of water, salt solutions, or other treatment of a nonpermanent nature for their conductivity are not acceptable.
- iii) Cleaning instructions for conductive and dissipative floors shall be established, such as a daily basis cleaning, non-abrasive brush or pads being used and requirements for cleaners, then carefully followed to assure that conductivity characteristics of the floor are not adversely affected by such treatment.
- iv) The floor's resistance shall be periodically tested to ensure it still falls the range as initially specified.

Grounding Static Control Flooring

All static control flooring systems must be connected through an equipotential couple to a permanent earth ground. It is absolutely critical that a true earth ground be established and that a reference ground not be used. The ground couple is established over the primer layer with a conductive strip, mesh, wire or tape in accordance with EOS/ESD S6. "Standard for Protection of Electrostatic Discharge susceptible Items—Grounding—Recommended Practice". Contact the Technical Service Department for additional information.



WEBSITE: www.generalpolymers.com ©The Sherwin-Williams Company, All Rights Reserved October 2006 Cincinnati, OH 800-543-7694

Proposal # 32 Seminole County Fire Station #35

This proposal includes
the labor and materials
to install Stainless Steel
Backsplash and Associated Trim
Code Compliant

\$2,526.04

Sub-Total \$2,526.04

General Conditions, OH, Profit @ 15% \$378.90
Bond @ 1.5% \$43.57

TOTAL \$2,948.51

Southern Building Services, Inc.

Licensed General Contractor



PROPOSAL

September 20, 2007

Seminole County Government
1101 East 1st Street
Sanford, Florida 32771

Attn: Walter Jackson

Re: Fire Station #35 Addition and Renovation

Mr. Walter Jackson,

This cover letter is in reference to the attached proposal #32. This proposal is to supply and install the required stainless steel backsplash in order for the installation of the new kitchen hood to be code compliant. Please notify us of your selections as soon as possible in order for us to schedule this additional work accordingly.

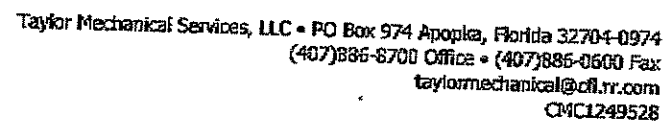
The grand total for this work is:

Two thousand nine hundred forty eight dollars and fifty one cents: \$ 2,948.51

Please call if you have any questions.
Thank you,

Please sign and acknowledge your acceptance of this proposal.

Date: _____



CHANGE ORDER REQUEST

9/20/2007

| | | |
|----------|--------|----------|
| Overhead | 10.00% | \$218.70 |
| Profit | 5.00% | \$120.29 |

| | |
|--------------------|-------------------|
| GRAND TOTAL | \$2,526.04 |
|--------------------|-------------------|

The following is not included: Removal or Replacement of Drywall Soffit
Pricing good for 60 Days

Material

| | | |
|----------|--------|----------|
| Overhead | 10.00% | \$218.70 |
| Profit | 5.00% | \$120.29 |

| | |
|--------------------|-------------------|
| GRAND TOTAL | \$2,526.04 |
|--------------------|-------------------|

20.2007 1:53PM

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2424-07/BHJ, C-15 (SR 46 to Orange Boulevard)

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Award CC-2424-07/BHJ in the amount of \$10,060,000.00 to Southland Construction, Inc. of Apopka, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a five lane urban roadway section approximately 1.149 miles in length along an existing two-lane corridor of C-15, from S.R. 46 to Orange Boulevard, Sanford, FL.

County-wide

Ray Hooper

BACKGROUND:

CC-2424-07/BHJ will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a five lane urban roadway section approximately 1.149 miles in length along an existing two-lane corridor of C-15, from S.R. 46 to Orange Boulevard, Sanford, FL.

The project was publicly advertised and the County received seven (7) responsive bids. The Review Committee consisting of Jerry Matthews, Project Manager; William Glennon, Principal Engineer; Steve Douglas, Principal Engineer, all of Public Works, reviewed the responses. Consideration was given to bid price, qualifications and experience.

The Review Committee recommends award to the lowest priced, responsive, responsible bidder, Southland Construction, Inc., in the amount of \$10,060,000.00. The completion time for this project is 470 days for substantial completion and 30 days to final, for a total agreement time of 500 calendar days from issuance of the Notice to Proceed by the County. The backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in W/S Debt Proceeds – Construction in Progress (087817.560650 CIP #00067201), Engineering – Roads (077515.560670 CIP # 00005801) and Engineering - Construction in Progress (077515.560650 CIP # 00005801).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2424-07/BHJ in the amount of \$10,060,000.00 to Southland Construction, Inc. of Apopka, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a five lane urban roadway section approximately 1.149 miles in length along an existing two-lane corridor of C-15, from S.R. 46 to Orange Boulevard, Sanford, FL.

ATTACHMENTS:

1. CC-2424-07/BHJ - Agenda Backup
2. CC-2424-07/BHJ - Award Agreement to Southland Construction, Inc.

Additionally Reviewed By:☒ County Attorney Review (Ann Colby)

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

BID NUMBER: CC-2424-07/BHJ

PROJECT TITLE:

OPENING DATE: September 26, 2007, 2:00 P.M.

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

Page 1 of

| ITEM DESCRIPTION | Response #1 | Response #2 | Response #3 | Response #4 |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| | Southland Construction Inc. 172 W. Fourth St. Apopka, FL 32704 Daniel Carr 407-889-9844-Phone 407-886-4348-Fax | Gibbs & Register, Inc. 232 S. Dillard St. Winter Garden, FL 34787 Rex Huffman 407-654-6133-Phone 407-654-6134-Fax | John Carlo, Inc 9671 Tradeport Drive Orlando, FL 32827 Curtis Johnson (407) 816-3503-Phone (407) 816-3505-Fax | Cathcart Contracting Co. 1056 Willa Springs Dr. Winter Springs, FL 32708 Jeff Turek (407) 629-2900-Phone (407) 677-4212-Fax |
| A+B Total | \$10,060,000.00 | \$11,140,000.00 | \$11,534,932.77 | \$11,637,553.68 |
| Number of Days | 500 | 440 | 530 | 530 |
| Acknowledgement of addenda 1-3 | Yes | Yes | Yes | Yes |
| Bid bond | Yes | Yes | Yes | Yes |
| Trench Safety Act | Yes | Yes | Yes | Yes |
| Bidder Information Form | Yes | Yes | Yes | Yes |
| Non-Collusion Affidavit | Yes | Yes | Yes | Yes |
| Nonsegregated Facilities Form | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| American w/Disabilities Act | Yes | Yes | Yes | Yes |

| ITEM DESCRIPTION | Response #5 | Response #6 | Response #7 |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| | Jr. Davis Construction 210 S. Hoagland Blvd Kissimmee, FL 34741 407-870-0066-Phone 407-870-9743-Fax | JMHC, Inc 2170 W. St. Rd. 434, Ste 330 Longwood, FL 32779 407-865-7600-Phone 407-865-7616-Fax | Ranger Const. IND, Inc. 1200 Elboc Way Winter Garden, FL 34787 407-656-9255-Phone 407-656-3188 |
| A+B Total | \$12,406,875.01 | \$13,037,223.65 | \$14,245,601.33 |
| Number of Days | 530 | 529 | 530 |
| Acknowledgement of addenda 1-3 | 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 |
| Nonsegregated Facilities Form | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes |
| American w/Disabilities Act | Yes | Yes | Yes |

Opened and Tabulated by Jacqui Perry (Posted by Bill Johnson on September 27, 2007 at 2:00 p.m. Eastern)

Recommendation of Award: Southland Construction, Inc.

(Revised by B. Johnson on 10/5/2007 @ 4:00 PM EST)

BCC Agenda Date: October 23, 2007

**CONSTRUCTION SERVICES AGREEMENT
C-15 FROM SR46 TO ORANGE BOULEVARD
(CC-2424-07/BHJ)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SOUTHLAND CONSTRUCTION, INC.**, duly authorized to conduct business in the State of Florida, whose address is 172 West Fourth Street, Apopka, Florida 32703, hereinafter called "CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as specified in Exhibit A, attached hereto, and as indicated in the Contract Documents. The Work is generally described as road construction - C15 from S.R. 46 to Orange Boulevard.

The Project for which the Work under the Contract Documents is a part is generally described as road construction - C15 from S.R. 46 to Orange Boulevard.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean Bowyer Singleton & Associates, Inc., whose address is 520 South Magnolia Avenue, Orlando, Florida 32801.


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

GAI Consultants, Inc. whose address is 618 East South Street, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within FOUR HUNDRED SEVENTY (470) 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 TEN MILLION SIXTY THOUSAND AND NO/100 DOLLARS (\$10,060,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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


(b) *Progress Payments.* COUNTY shall make progress payments on

the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

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

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

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated

damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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




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

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

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and examinations, and studied the physical conditions at the site related

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


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

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

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

(g) CONTRACTOR declares and agrees that the approval or


acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

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

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

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

entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

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

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


retainage.

SECTION 8. CONTRACT DOCUMENTS.

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

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

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

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

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

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

SECTION 9. LIQUIDATED DAMAGES.

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

resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, THREE THOUSAND THREE HUNDRED AND NO/100 (\$3,300.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.




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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

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

For COUNTY:

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

COPIES TO:

GAI Consultants, Inc.
618 E. South St.
Orlando, FL 32801

For CONTRACTOR:

Southland Construction, Inc.
172 W. Fourth Street
Apopka, FL 32703



SECTION 13. CONFLICT OF INTEREST.

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

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

that no such person shall have any such interest at any time during the term of this Agreement.

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

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

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

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

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have 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:

SOUTHLAND CONSTRUCTION, INC.

DANIEL T. CARR, Secretary

By: _____
DANIEL L. CARR, 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

AEC:jjr

10/04/2007

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EXHIBIT A

C-15 FROM S.R. 46 TO ORANGE BOULEVARD

Scope of Work: Contractor shall be responsible for all labor, materials, equipment, transportation, coordination and incidentals necessary for the construction of a five lane urban roadway section approximately 1.149 miles in length along an existing two-lane corridor of C-15, from S.R. 46 to Orange Boulevard.

Widening of this roadway will cause the removal of the well and underground storage tank for fire protection at the Sobiks Sub Shop located at 105 Monroe Road. The Contractor shall not remove the Sobik's existing well/water line and underground storage tanks until the new pipe and fire hydrants are installed as shown on the plans and placed in operation. In addition, the Contractor shall have a qualified professional properly locate, identify, remove and dispose of potential contaminated soils and groundwater at sites shown on the plan sheets in Appendix "D".

EXHIBIT B

**BID FORM
(A+B BID)**

C COPY

**SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OF**

PROJECT: C-15 (SR 46 to Orange Boulevard)
COUNTY CONTRACT NO. CC-2424-07/BHJ

Name of Bidder: Southland Construction, Inc.

Mailing Address: 172 West Fourth Street

Street Address: 172 West Fourth Street

City/State/Zip: Apopka, Florida 32703

Phone Number: (407) 889-9844

FAX Number: (407) 886-4348

The Bidder shall be FDOT prequalified for this type of Work.

TO: Purchasing Division of Seminole County, Florida

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

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

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

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

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

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

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

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

| CONTRACTING OFFICER | TITLE | OFFICER'S FULL LEGAL NAME |
|---------------------|-----------------------------------------------------------------|---------------------------|
| * | President | Daniel L. Carr |
| | Vice-President | Joseph L. Raucci |
| | Secretary | Daniel T. Carr |
| | Treasurer | |
| | Superintendent for this Project (To be named in contract) | |

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

**BID FORM
(A+B BID)**

PROJECT: C-15 (SR 46 to Orange Blvd.)

COUNTY CONTRACT NO. CC-2424-07/BHJ

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with the Instructions to Bidders, the undersigned computes the A+B computation as follows:

- (a) The COUNTY specifies the maximum Contract Time for Final Completion as 530 Days.
- (b) The COUNTY specifies the RUC as \$3,300 per Day.
- (c) A+B computation = $A + (B \times RUC)$

Where:

A = Bidder's Total Bid \$ 8,410,000.00

B = Bidder's Contract Time 500 Days.
(must be less than or equal to the maximum Contract Time and more than or equal to the minimum Contract Time provided by the COUNTY)

A+B COMPUTATION: 10,060,000.00
Numbers

Ten million Sixty Thousand dollars

(IN WORDS)

(A+B computation is used only to determine the Apparent Low Bidder).

- (d) The Total Amount of Bid stated below must be the same as "A" Bidder's Total Bid as set forth in the Bidder's A+B Bid formula. This sum shall be the Contract Price if a contract is awarded.
- (f) The Bidder's Contract Time is the same as "B" Bidder's Contract Time as set forth in the Bidder's A+B Bid formula. The number of Days stated in the Bidder's A+B Bid formula shall be the Contract Time.

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: 8,410,000.00
(Must equal "A" in the Bidder's A+B formula) Numbers
Eight million four hundred ten thousand dollars
(IN WORDS)

CONTRACT TIME: 500
(Must equal "B" in the Bidder's A+B formula) Number of Days
Five hundred
(IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00, 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 and Public Entity Crimes Form*)
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

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 26 day
of September, 2007.

Southland Construction, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Daniel L. Carr
(Printed name of person signing this BID
FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS 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.

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|----------|------|----------------------|---------------------------------------------------------------------------------------------------|------------|----------------------|
| 101-1 | LS | 1 | MOBILIZATION Five hundred ninety thousand dollars zero cents | 590,000.00 | 590,000.00 |
| 999-01* | LS | 1 | MAINTENANCE OF TRAFFIC Two hundred ninety seven thousand seven hundred seventy-seven dollars — | 297,077.00 | 297,077.00 |
| 102-3 | CY | 588 | COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE Forty six dollars — | 46.00 | 27,048.00 |
| 104-1 | SY | 351 | ARTIFICIAL COVERINGS Two dollars — | 2.00 | 702.00 |
| 104-4 | AC | 1.8 | MOWING Seven hundred fifty dollars and fifty cents | 750.50 | 1,350.90 |
| 104-10 | EA | 860 | BALED HAY OR STRAW Six dollars, zero cents | 6.00 | 5,160.00 |
| 104-12 | LF | 220 | STAKED TURBIDITY BARRIER Three dollars, zero cents | 3.00 | 660.00 |
| 104-13 | LF | 8,821 | STAKED SILT FENCE eight cents | 0.80 | 7,056.80 7,568.20 |
| 104-18 | EA | 2,360 | ROCK BAG Seven dollars, zero cents | 7.00 | 16,520.00 |
| 110-1-1 | AC | 24.02 | CLEARING AND GRUBBING Seven thousand zero cents | 7,000.00 | 168,140.00 |
| 110-4 | SY | 1,188 | REMOVAL OF EXIST. CONCRETE PAVEMENT Thirteen dollars, zero cents | 13.00 | 15,444.00 |
| 120-1 | CY | 54,989 | REGULAR EXCAVATION Six dollars, sixty cents | 6.60 | 362,927.40 |

* NOT AN FDOT PAY ITEM

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR UNIT PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-----------|------|----------------------|------------------------------------------------------------------------------------------|------------|--------------|
| 120-5 | CY | 17,134 | EMBANKMENT Eleven dollars, twenty five cents | 11.25 | 192,757.50 |
| 160-4A | SY | 6,835 | TYPE B STABILIZATION (8" THICK) Three dollars, eighty cents | 3.80 | 25,974.80 |
| 160-4B | SY | 63,509 | TYPE B STABILIZATION (12" THICK) Three dollars, seventy cents | 3.70 | 234,983.30 |
| 285-704 | SY | 6,385 | OPTIONAL BASE (GROUP 04) Nine dollars, zero cents | 9.00 | 57,474.00 |
| 285-709 | SY | 52,945 | ASPHALT BASE COURSE (TYPE 3) (6") Twenty seven dollars, thirty cents | 27.30 | 1,445,398.50 |
| 285-709 | SY | 800 | OPTIONAL BASE (GROUP 09) Twenty dollars, zero cents | 20.00 | 16,000.00 |
| 327-70-1 | SY | 75 | MILLING EXIST. ASPH. PAVEMENT (1" AVG. DEPTH) Seventy five dollars & zero cents | 75.00 | 5,625.00 |
| 331-1-13 | SY | 799.7 | SUPERPAVE ASPHALTIC CONCRETE (TRAFFIC C) (3") Twenty three dollars zero cents | 23.00 | 18,393.10 |
| 331-2A-12 | SY | 128.3 | ASPHALTIC CONCRETE TYPE S (1-1/4") Seventeen dollars zero cents | 17.00 | 2,181.10 |
| 331-2B-24 | SY | 52,569.7 | ASPHALTIC CONCRETE TYPE S (2-1/2") Twelve dollars, zero cents | 12.00 | 630,836.40 |
| 331-2C-12 | SY | 5,696.9 | ASPHALTIC CONCRETE TYPE S-III (1-1/4") Ten dollars, zero cents | 10.00 | 56,969.00 |
| 337-7-3 | SY | 53,406.2 | ASPHALTIC CONCRETE FRICTION COURSE (FC-3) (INC RUBBER) (1") Seven dollars, zero cents | 7.00 | 373,843.40 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-----------|------|----------------------|---------------------------------------------------------------------------------------------------------|-----------------|-------------------|
| 337-7-5 | SY | 799.7 | ASPHALTIC CONCRETE FRICTION COURSE (FC-5) (INC RUBBER) (3/4") <i>Thirteen dollars, zero cents</i> | <i>13.00</i> | <i>10,396.10</i> |
| 400-1-11 | CY | 17.8 | CLASS I CONCRETE (RETAINING WALLS) <i>Six hundred eighty dollars zero cents</i> | <i>680.00</i> | <i>12,104.00</i> |
| 400-1-2 | CY | 6.6 | CLASS I CONCRETE (ENDWALLS) <i>Six hundred ninety dollars zero cents</i> | <i>690.00</i> | <i>4,554.00</i> |
| 400-4-2 | CY | 63.4 | CLASS IV CONCRETE (ENDWALLS) <i>Six hundred ninety dollars zero cents</i> | <i>690.00</i> | <i>41,210.00</i> |
| 415-1-3 | LBS | 8,679.0 | REINFORCING STEEL (RETAINING WALL) <i>one dollar, zero cents</i> | <i>1.00</i> | <i>8,679.00</i> |
| 425-1-351 | EA | 41 | INLETS (CURB) (TYPE P-5) (<10") <i>Thirty two hundred fifty dollars, zero cents</i> | <i>3,250.00</i> | <i>133,250.00</i> |
| 425-1-361 | EA | 4 | INLETS (CURB) (TYPE P-6) (<10") <i>Thirty eight hundred dollars, zero cents</i> | <i>3,800.00</i> | <i>15,200.00</i> |
| 425-1-471 | EA | 3 | INLETS (CURB) (TYPE 7) (<10") <i>Thirty seven hundred dollars, zero cents</i> | <i>3,700.00</i> | <i>11,100.00</i> |
| 425-1-451 | EA | 8 | INLETS (CURB) (TYPE J-5) (<10") <i>forty one hundred dollars, zero cents</i> | <i>4,100.00</i> | <i>32,800.00</i> |
| 425-1-461 | EA | 3 | INLETS (CURB) (TYPE J-6) (<10") <i>forty six hundred dollars, zero cents</i> | <i>4,600.00</i> | <i>13,800.00</i> |
| 425-2-41 | EA | 3 | MANHOLE (TYPE P-7) (<10") <i>Twenty six hundred dollars, zero cents</i> | <i>2,600.00</i> | <i>7,800.00</i> |
| 425-2-71 | EA | 5 | MANHOLE (TYPE J-7) (<10") <i>Thirty six hundred dollars, zero cents</i> | <i>3,600.00</i> | <i>18,000.00</i> |
| 425-2-91 | EA | 1 | MANHOLE (TYPE J-8) (<10") <i>Thirty five hundred dollars, zero cents</i> | <i>3,500.00</i> | <i>3,500.00</i> |

COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|------------|------|----------------------|--------------------------------------------------------------------------------------------|------------|------------|
| 425-2-61 | EA | 3 | MANHOLE (TYPE P-8) (<10') Twenty two hundred dollars, zero cents | 2,200.00 | 6,600.00 |
| 425-1-521 | EA | 23 | INLETS (DITCH BOTTOM) (TYPE C) (<10') Twenty two hundred dollars, zero cents | 2,200.00 | 50,600.00 |
| 425-1-531 | EA | 12 | INLETS (DITCH BOTTOM) (TYPE C MODIFIED) (<10') Twenty three hundred dollars, zero cents | 2,300.00 | 27,600.00 |
| 425-1-541 | EA | 1 | INLETS (DITCH BOTTOM) (TYPE D) (<10') Twenty eight hundred dollars, zero cents | 2,800.00 | 2,800.00 |
| 425-1-589 | EA | 1 | INLETS (DITCH BOTTOM) (TYPE H MODIFIED) (<10') Fifty three hundred dollars, zero cents | 5,300.00 | 5,300.00 |
| 425-901 | EA | 3 | INLETS (DITCH BOTTOM) (SPECIAL) (<10') Twenty eight hundred dollars, zero cents | 2,800.00 | 8,400.00 |
| 425-1-551 | EA | 1 | INLETS (DITCH BOTTOM) (TYPE E) (<10') Twenty eight hundred dollars, zero cents | 2,800.00 | 2,800.00 |
| 425-1-553 | EA | 1 | INLETS (DITCH BOTTOM) (TYPE E) (J BOTTOM, <10') Thirty six hundred dollars, zero cents | 3,600.00 | 3,600.00 |
| 425-1-545 | EA | 1 | INLETS (DITCH BOTTOM) (TYPE D - PART.) (<10') Nineteen hundred dollars, zero cents | 1,900.00 | 1,900.00 |
| 425-3-43 | EA | 1 | JUNCTION BOX (TYPE P-7) (PARTIAL) Eighteen hundred dollars, zero cents | 1,800.00 | 1,800.00 |
| 425-5 | EA | 1 | MANHOLES (ADJUST) Nine hundred thirty dollars, zero cents | 930.00 | 930.00 |
| 430-11-325 | LF | 4,205 | CONCRETE PIPE CULVERT (CLASS III) (18"SS) Ninety dollars, zero cents | 90.00 | 378,450.00 |
| 430-11-329 | LF | 1,807 | CONCRETE PIPE CULVERT (CLASS III) (24"SS) One hundred four dollars, zero cents | 104.00 | 187,928.00 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION, UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-------------|------|----------------------|----------------------------------------------------------------------------------------------------------|------------|------------|
| 430-11-333 | LF | 1,513 | CONCRETE PIPE CULVERT (CLASS III) (30" SS) One hundred twenty dollars forty cents | 120.40 | 182,165.20 |
| 430-11-335 | LF | 1,346 | CONCRETE PIPE CULVERT (CLASS III) (36" SS) One hundred twenty five dollars fifty cents | 125.50 | 168,923.00 |
| 430-11-340 | LF | 512 | CONCRETE PIPE CULVERT (CLASS III) (42" SS) One hundred forty dollars thirty cents | 140.30 | 71,833.60 |
| 430-171-201 | LF | 147 | CONCRETE PIPE CULVERT ELLIPTICAL (CLASS HE III) (19" X 30" CD) Eighty three dollars twenty five cents | 83.25 | 12,237.75 |
| 430-171-205 | LF | 224 | CONCRETE PIPE CULVERT ELLIPTICAL (CLASS HE III) (29" X 45" CD) One hundred seventy dollars | 170.00 | 38,080.00 |
| 430-171-208 | LF | 174 | CONCRETE PIPE CULVERT ELLIPTICAL (CLASS HE III) (34" X 53" CD) Two hundred forty five dollars | 245.00 | 42,630.00 |
| 430-142-111 | LF | 400 | CONCRETE PIPE CULVERT ELLIPTICAL (CLASS HE III) (43" X 68" CD) Two hundred twenty one dollars | 221.00 | 88,400.00 |
| 430-982-225 | EA | 3 | MITERED END SECTION (18" CD) Eight hundred thirty six dollars fifty cents | 836.50 | 2,509.50 |
| 430-982-229 | EA | 1 | MITERED END SECTION (24" CD) Eight hundred seventy five dollars | 875.00 | 875.00 |
| 430-982-238 | EA | 3 | MITERED END SECTION (36" CD) Nineteen hundred twenty dollars | 1,920.00 | 5,760.00 |
| 430-980-240 | EA | 1 | MITERED END SECTION (42" CD) Twenty five hundred dollars | 2,500.00 | 2,500.00 |
| 430-982-638 | EA | 2 | MITERED END SECTION (29" X 45" CD) Twenty one hundred dollars | 2,100.00 | 4,200.00 |
| 515-1-2A | LF | 277 | ALUMINUM PIPE HANDRAILS Twenty six dollars | 26.00 | 7,202.00 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-----------|------|----------------------|------------------------------------------------------------------------------------------|------------|------------|
| 515-1-2B | LF | 59 | PIPE HANDRAIL - GUIDERAIL (BICYCLE) <i>Thirty Nine dollars No cents</i> | 39.00 | 2,301.00 |
| 515-2-301 | LF | 70 | PEDESTRIAN / BICYCLE RAILING <i>Sixty Seven dollars No cents</i> | 67.00 | 4,690.00 |
| 520-1-7 | LF | 1,185 | CONCRETE CURB & GUTTER, TYPE E <i>Ten dollars and Twenty Five cents</i> | 10.25 | 12,146.25 |
| 520-1-10 | LF | 11,869 | CONCRETE CURB & GUTTER, TYPE F <i>Ten Dollars and Twenty Five cents</i> | 10.25 | 121,657.25 |
| 520-2-1 | LF | 507 | CONCRETE CURB (TYPE A) <i>Ten Dollars and Twenty Five cents</i> | 10.25 | 5,196.75 |
| 520-2-4 | LF | 40 | CONCRETE CURB (TYPE D) <i>Twelve Dollars and No cents</i> | 12.00 | 480.00 |
| 520-3 | LF | 266 | CONCRETE VALLEY GUTTER <i>Thirteen Dollars and No cents</i> | 13.00 | 3,458.00 |
| 520-5-11 | LF | 703 | CONCRETE TRAFFIC SEPARATOR (TYPE I) (4") <i>Twenty Eight Dollars and No cents</i> | 28.00 | 19,684.00 |
| 522-1 | SY | 3,400 | CONCRETE SIDEWALK, 4" <i>Twenty Three dollars and No cents</i> | 23.00 | 78,200.00 |
| 522-2 | SY | 1,192 | CONCRETE SIDEWALK, 6" <i>Thirty Dollars and No cents</i> | 30.00 | 35,760.00 |
| 527-1 | SF | 1,050 | DETECTABLE WARNING SURFACE <i>Zero Dollars and Thirty cents</i> | 0.30 | 315.00 |
| 530-3-3 | TN | 309.5 | RIPRAP (RUBBLE) (BANK & SHORE) <i>Ninety Five dollars and No cents</i> | 95.00 | 29,402.50 |

COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
ROADWAY PAY ITEMS
BID FORM

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT FOR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|--------------|------|----------------------|------------------------------------------------------------------------------------------------------|------------|---------------------|
| 550-10-222 | LF | 3,682.0 | FENCING TYPE B (VINYL COATED, BLACK) <i>Twelve Dollars and No Cents</i> | 12.00 | 44,184.00 |
| 550-60-235 | EA | 3.0 | FENCE GATE TYPE B (SLIDING 24', VINYL COATED, BLACK) <i>Two Thousand dollars and No Cents</i> | 2,000.00 | 6,000.00 |
| 570-5 | TN | 1.5 | FERTILIZER <i>Three Hundred Seventy Five dollars and No Cents</i> | 375.00 | 562.50 |
| 570-9 | MG | 218.0 | WATER FOR GRASS <i>Forty Three Dollars and No Cents</i> | 43.00 | 9,374.00 |
| 575-1-1 | SY | 35,105 | SODDING (BAHIA) <i>ONE Dollar and Fifty Five Cents</i> | 1.55 | 54,412.75 |
| 686-03* | LS | 1 | RIGHT OF WAY SURVEY <i>Nineteen Thousand dollars and No Cents</i> | 19,000.00 | 19,000.00 |
| 999-03* | LS | 1 | FIELD OFFICE <i>Fort Eight Thousand dollars and No Cents</i> | 48,000.00 | 48,000.00 |
| TOTAL | | | | | 6,665,765.35 |

* - NOT AN FDOT PAY ITEM

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
SIGNALIZATION PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-------------|------|----------------------|--------------------------------------------------------------------------------------------------|----------------------|-----------------------------|
| 630-1-12 | LF | 6,960 | CONDUIT (F & I-UNDERGROUND) eight dollars, sixty cents | 8.60 | 59,856.00 |
| | | | | 43.00 | 9,374.05 9.2607 |
| 630-1-14 | LF | 1,177 | CONDUIT (F & I-UNDERPAVEMENT-JACKED) twenty one dollars, zero cents | 21.00 | 24,717.00 |
| | | | | 17,000.00 | 19,000.00 9.2607 |
| 632-7-1 | PI | 2 | SIGNAL CABLE (F & I) four thousand, seven hundred dollars & zero cents | 4,700.00 | 9,400.00 |
| 633-123-2 | LF | 6,327 | CABLE (FIBER OPTIC) seven dollars, zero cents | 7.00 | 44,289.00 |
| 635-1-11 | EA | 21 | PULL AND JUNCTION BOX (F & I) three hundred thirty dollars zero cents | 330.00 | 6,930.00 |
| 635-1-15 | EA | 26 | PULL AND JUNCTION BOX (FIBER OPTIC) (F & I) one thousand two hundred dollars, zero cents | 1,200.00 | 31,200.00 |
| 639-1-12 | AS | 1 | ELECTRICAL POWER SERVICE (UNDERGROUND) one thousand six hundred dollars, zero cents | 1,600.00 | 1,600.00 |
| 639-2-1 | LF | 60 | ELECTRICAL SERVICE WIRE (F & I) two dollars, twenty cents | 2.20 | 132.00 |
| 649-400 | EA | 3 | MAST ARM ASSEMBLY (SPECIAL DESIGN) forty five thousand dollars zero cents | 45,000.00 | 135,000.00 |
| 649-431-001 | EA | 2 | MAST ARM ASSEMBLY (SINGLE W/ LUMINAIRE) twenty-two thousand, five hundred dollars, zero cents | 22,500.00 | 45,000.00 |
| 649-435-003 | EA | 1 | MAST ARM ASSEMBLY (SINGLE W/ LUMINAIRE) twenty-eight thousand dollars zero cents | 28,000.00 | 28,000.00 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
SIGNALIZATION PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|------------|------|----------------------|----------------------------------------------------------------------------------------|------------------|------------------|
| 650-51-313 | AS | 21 | TRAFFIC SIGNAL, (F&I) (3-SECT., 1-WAY, LED) <i>NINE HUNDRED SIXTY</i> | <i>960.00</i> | <i>20,160.00</i> |
| 650-51-513 | AS | 1 | TRAFFIC SIGNAL, (F&I) (5-SECT., 1-WAY, LED) <i>ONE HUNDRED ONE THOUSAND SEVENTY</i> | <i>1,170.00</i> | <i>1,170.00</i> |
| 653-181 | AS | 6 | PEDESTRIAN SIGNALS (12" LED)(ONE-WAY) <i>EIGHT HUNDRED SIXTY</i> | <i>860.00</i> | <i>5,160.00</i> |
| 659-106 | EA | 65 | SIGNAL HEAD AUXILIARIES (TUNNEL VISOR) <i>ONE DOLLAR THIRTY CENTS</i> | <i>1.30</i> | <i>84.50</i> |
| 659-107 | EA | 2 | SIGNAL HEAD AUXILIARIES (F & I) (ALUM. PEDESTAL) <i>ONE THOUSAND TWENTY</i> | <i>1020.00</i> | <i>2,040.00</i> |
| 660-1-106 | EA | 11 | INDUCTIVE LOOP DETECTOR (F & I) <i>THREE HUNDRED THIRTY</i> | <i>330.00</i> | <i>3,630.00</i> |
| 660-2-102 | EA | 4 | LOOP ASSEMBLY (TYPE B) <i>EIGHT HUNDRED EIGHTY</i> | <i>880.00</i> | <i>3,520.00</i> |
| 660-2-106 | AS | 10 | LOOP ASSEMBLY (TYPE F) (6' x 40') <i>ONE HUNDRED TWENTY FIVE</i> | <i>1,125.00</i> | <i>11,250.00</i> |
| 665-11 | EA | 6 | PEDESTRIAN DETECTOR <i>TWO HUNDRED</i> | <i>200.00</i> | <i>1,200.00</i> |
| 670-5-111 | AS | 1 | TRAFFIC CONTROLLER ASSEMBLY (NEMA) <i>EIGHTEEN THOUSAND</i> | <i>18,000.00</i> | <i>18,000.00</i> |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
SIGNALIZATION PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|--------------|------|----------------------|--------------------------------------------------------------------------|------------|-------------------|
| 670-5-410 | AS | 1 | TRAFFIC CONTROLLER ASSEMBLY (MODIFY)(NEMA) TWO THOUSAND EIGHT HUNDRED | 2,800.00 | 2,800.00 |
| 690-10 | EA | 17 | REMOVE TRAFFIC SIGNAL HEAD ASSEMBLY THIRTY EIGHT | 38.00 | 646.00 |
| 690-32-1 | EA | 6 | POLE REMOVAL (DIRECT BURIAL) ONE THOUSAND FIVE HUNDRED | 1,500.00 | 9,000.00 |
| 690-50-2 | EA | 1 | REMOVE CONTROLLER ASSEMBLY FOUR HUNDRED | 400.00 | 400.00 |
| 690-80 | EA | 3 | REMOVE SPAN WIRE ASSEMBLY NINE HUNDRED | 900.00 | 2,700.00 |
| 690-90 | PI | 2 | REMOVE CABLING AND CONDUIT FOUR HUNDRED | 400.00 | 800.00 |
| 690-100 | PI | 2 | REMOVE MISCELLANEOUS SIGNAL EQUIPMENT THIRTY EIGHT | 38.00 | 76.00 |
| 699-1-11 | EA | 7 | INTERNALLY ILLUMINATED SIGN (STREET NAME) FOUR THOUSAND FIVE HUNDRED | 4,500.00 | 31,500.00 |
| 700-89-2 | EA | 1 | SIGN ELECTRICALLY POWERED SEVEN THOUSAND FOUR HUNDRED | 7,400.00 | 7,400.00 |
| TOTAL | | | | | 507,660.50 |

COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
SIGNING AND MARKING PAY ITEMS
BID FORM

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-----------|------|----------------------|--------------------------------------------------------------------------------------|------------|-----------|
| 700-40-1 | AS | 108 | SIGN, SINGLE POST (LESS THAN 12 SF) Two hundred twenty five dollars | 225.00 | 24,300.00 |
| 700-40-2 | AS | 6 | SIGN, SINGLE POST (12-25 SF) Two hundred seventy dollars | 270.00 | 1,620.00 |
| 700-40-4 | AS | 1 | SIGN, SINGLE POST (SPECIAL) Two hundred forty dollars Five cents | 240.05 | 240.05 |
| 700-46-11 | AS | 31 | REMOVE EXISTING SIGN (SINGLE POST) One hundred dollars | 100.00 | 3,100.00 |
| 700-46-21 | AS | 2 | SIGN, EXISTING (RELOCATE) (SINGLE POST) One hundred eight dollars | 108.00 | 216.00 |
| 700-48-48 | EA | 20 | SIGN PANEL, EXISTING (RELOCATE) (15 SF OR LESS) Ninety two dollars | 92.00 | 1,840.00 |
| 706-3 | EA | 494 | REFLECTIVE PAVEMENT MARKER (CLASS B) (COLORLESS/RED) Four dollars thirty cents | 4.30 | 2,124.20 |
| 706-3 | EA | 608 | REFLECTIVE PAVEMENT MARKER (CLASS B) (AMBER/AMBER) Four dollars thirty cents | 4.30 | 2,614.40 |
| 710-26-41 | LF | 3,820 | SOLID TRAFFIC STRIPE (YELLOW) (4") Forty cents | 0.40 | 1,528.00 |
| 711-3 | EA | 14 | PAVEMENT MESSAGES (THERMO) One hundred eight eight dollars | 188.00 | 2,632.00 |
| 711-4 | EA | 76 | DIRECTIONAL ARROWS (THERMO) One hundred two dollars | 102.00 | 7,752.00 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
SIGNING AND MARKING PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION (UNIT OR BUMP SUM PRICE) (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|--------------|------|----------------------|----------------------------------------------------------------------------------------------------------|-----------------|------------------|
| 711-5-1 | LF | 315 | GUIDE LINES (THERMO) (WHITE) <i>one dollar eighty-five cents</i> | <i>1.85</i> | <i>582.75</i> |
| 711-31 | GM | 2,172 | TRAFFIC STRIPE SKIP (THERMO) (WHITE) <i>one thousand four hundred dollars no cents</i> | <i>1,400.00</i> | <i>3,040.80</i> |
| 711-33 | LF | 1,193 | TRAFFIC STRIPE SKIP (THERMO) (WHITE) (2'-4') <i>eighty cents</i> | <i>0.80</i> | <i>954.40</i> |
| 711-34 | LF | 3,227 | TRAFFIC STRIPE SKIP (THERMO) (YELLOW) <i>ninety cents</i> | <i>0.90</i> | <i>2,904.30</i> |
| 711-35-81 | LF | 643 | TRAFFIC STRIPE SOLID, (THERMO) (WHITE)(8") <i>one dollar sixty cents</i> | <i>1.60</i> | <i>1,028.80</i> |
| 711-35-121 | LF | 3,552 | TRAFFIC STRIPE SOLID, (THERMO) (WHITE)(12") <i>two dollars thirty cents</i> | <i>2.30</i> | <i>8,192.60</i> |
| 711-35-241 | LF | 653 | TRAFFIC STRIPE SOLID, (THERMO) (WHITE)(24") <i>five dollars seventy cents</i> | <i>5.70</i> | <i>3,722.10</i> |
| 711-36-181 | LF | 984 | TRAFFIC SOLID STRIPE, (THERMO) (YELLOW)(18") <i>three dollars twenty cents</i> | <i>3.20</i> | <i>3,148.80</i> |
| 711-37-81 | NM | 2,541 | TRAFFIC STRIPE SOLID, (THERMO) (WHITE)(6") <i>three thousand six- hundred dollars no cents</i> | <i>3,600.00</i> | <i>9,147.60</i> |
| 711-38-61 | NM | 2,761 | TRAFFIC SOLID STRIPE, (THERMO) (YELLOW)(6") <i>three thousand six-hundred dollars no cents</i> | <i>3,600.00</i> | <i>9,939.60</i> |
| TOTAL | | | | | <i>90,628.40</i> |

COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
UTILITY PAY ITEMS
BID FORM

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION, UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|-------------|------|----------------------|--------------------------------------------------------------------------------------------------------------|------------|-----------|
| 1617-140 | LF | 1,241 | WATER PIPE (PVC) AWWA C-900 CLASS 150 PUSH-ON JOINT 10" Twenty five dollars Sixty cents | 25.60 | 31,769.60 |
| | EA | 1 | GATE VALVE (CAST IRON) (250 PSI) (W/ VALVE BOX) 6" Nine hundred dollars | 900.00 | 900.00 |
| 1642-116-18 | EA | 1 | GATE VALVE (CAST IRON) (250 PSI) (W/ VALVE BOX) 8" Twelve hundred dollars | 1,200.00 | 1,200.00 |
| 1642-116-20 | EA | 8 | GATE VALVE (CAST IRON) (250 PSI) (W/ VALVE BOX) 10" Fifteen hundred seventy dollars | 1,570.00 | 12,560.00 |
| 1642-116-21 | EA | 3 | GATE VALVE (CAST IRON) (250 PSI) (W/ VALVE BOX) 12" Two thousand dollars | 2,000.00 | 6,000.00 |
| | LF | 105 | WATER PIPE (PVC) AWWA C-900 CLASS 150 PUSH-ON JOINT 6" RESTRAINED Forty five dollars thirty cents | 45.30 | 4,756.50 |
| 1617-140 | LF | 14 | WATER PIPE (PVC) AWWA C-900 CLASS 150 PUSH-ON JOINT 8" RESTRAINED Sixty two dollars | 62.00 | 868.00 |
| 1617-140 | LF | 1,155 | WATER PIPE (PVC) AWWA C-900 CLASS 150 PUSH-ON JOINT 10" RESTRAINED Thirty three dollars | 33.00 | 38,115.00 |
| 1617-140 | LF | 1,001 | WATER PIPE (PVC) AWWA C-900 CLASS 150 PUSH-ON JOINT 12" RESTRAINED Thirty six dollars Fifteen cents | 36.15 | 36,186.15 |
| 1644-133-21 | EA | 5 | FIRE HYDRANT ASSEMBLY Thirty two hundred ninety dollars | 3,290.00 | 16,450.00 |
| 1619-146-08 | LF | 215 | SERVICE CONNECTION 1-1/2" POLY IN 3" SCH 80 PVC CASING Fifteen dollars | 15.00 | 3,225.00 |
| | LF | 195 | SERVICE CONNECTION 2" POLY IN 4" SCH 80 PVC CASING Twenty dollars | 20.00 | 3,900.00 |
| 1619-146-08 | LF | 30 | SERVICE CONNECTION 1-1/2" POLY (NO CASING) Seventy nine dollars | 79.00 | 2,370.00 |

**COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
UTILITY PAY ITEMS
BID FORM**

| ITEM NO. | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION UNIT OR LUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|--------------|------|----------------------|-----------------------------------------------------------------------------------------------|------------|-----------|
| 1693-100-29 | EA | 2 | CONNECT TO EXIST. 10" WATER MAIN Eleven hundred fifty dollars | 1,150.00 | 2,300.00 |
| 1643-191 | EA | 3 | 10" TAPPING SLEEVE & VALVE W/LINE STOP VALVE & BOX Eleven thousand six hundred dollars | 11,600.00 | 34,800.00 |
| | EA | 1 | 12" TAPPING SLEEVE & VALVE W/LINE STOP VALVE & BOX Fourteen thousand eight hundred dollars | 14,800.00 | 14,800.00 |
| | TN | 1.7 | WATER FITTINGS CAST IRON Fifteen thousand four hundred dollars | 15,400.00 | 26,180.00 |
| 1693-100 | EA | 3 | 3/4" WATER METER (DOMESTIC) Two hundred dollars | 200.00 | 600.00 |
| 1693-100-006 | EA | 1 | 1 1/2" WATER METER (DOMESTIC) Two hundred twenty dollars | 220.00 | 220.00 |
| 1693-100 | EA | 1 | 2" WATER METER (DOMESTIC) Two hundred eighty dollars | 280.00 | 280.00 |
| 1693-100 | EA | 1 | 3/4" WATER METER (IRRIGATION) One hundred ninety dollars | 190.00 | 190.00 |
| 1693-100 | EA | 1 | 1" WATER METER (IRRIGATION) Two hundred ten dollars | 210.00 | 210.00 |
| 1693-100 | EA | 1 | 1 1/2" WATER METER (IRRIGATION) Two hundred fifteen dollars | 215.00 | 215.00 |
| | LF | 103 | JACK AND BORE 14" CASING Two hundred eleven dollars | 211.00 | 21,733.00 |
| | LF | 201 | JACK AND BORE 20" CASING Two hundred eight dollars | 208.00 | 41,808.00 |

COUNTY ROAD 15
STATE ROAD 46 TO ORANGE BOULEVARD
SEMINOLE COUNTY
UTILITY PAY ITEMS
BID FORM

| ITEM NO | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION - UNIT OR TUMP SUM PRICE (PRICE WRITTEN IN WORDS) | UNIT PRICE | AMOUNT |
|--------------|------|----------------------|--------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| 1513-150-313 | LF | 1,693 | SEWER PIPE FM (PVC) C-900 CLASS 150, DR18, PUSH-ON JOINT 4" (W/ PVC FITTINGS) twenty three dollars twenty cents | 23.20 | 39,277.60 |
| 1513-150-313 | LF | 417 | SEWER PIPE FM (PVC) C-900 CLASS 150, DR18, PUSH-ON JOINT 4" RESTRAINED Nineteen dollars | 19.00 | 7,923.00 |
| 1513-150 | LF | 603 | SEWER PIPE FM (PVC) C-900 CLASS 150, DR18, PUSH-ON JOINT 8" (W/ PVC FITTINGS) Twenty four dollars Seventy cents | 24.70 | 14,894.10 |
| 1513-150 | LF | 288 | SEWER PIPE FM (PVC) C-900 CLASS 150, DR18, PUSH-ON JOINT 8" RESTRAINED Twenty six dollars | 26.00 | 7,488.00 |
| 1542-116-13 | EA | 5 | SANITARY VALVE (CAST IRON, 4" PLUG VALVE, VALVE BOX, 250 PSI) Seven hundred dollars | 700.00 | 3,500.00 |
| 1542-116-13 | EA | 1 | SANITARY VALVE (CAST IRON, 8" PLUG VALVE, VALVE BOX, 250 PSI) Sixteen hundred dollars | 1,600.00 | 1,600.00 |
| 1544-110-09 | EA | 1 | SANITARY ARV IN VAULT Three thousand dollars | 3,000.00 | 3,000.00 |
| 1593-100 | EA | 1 | CONNECT TO EXIST. FORCE MAIN (2") Six hundred thirty dollars | 630.00 | 630.00 |
| 1593-100-13 | EA | 2 | CONNECT TO EXIST. FORCE MAIN (4") Fifteen hundred dollars | 1,500.00 | 3,000.00 |
| 1593-100 | EA | 1 | CONNECT TO EXIST. FORCE MAIN (6") Seven hundred fifty dollars | 750.00 | 750.00 |
| 1600-900-25 | LF | 1,692 | PIPE REMOVAL (18" OR LESS) (10" WM) Ten dollars forty cents | 10.40 | 19,676.80 |
| 1500-900-25 | LF | 2,037 | PIPE REMOVAL (18" OR LESS) 2" FM - 4" FM Ten dollars | 10.00 | 20,370.00 |
| 1500-900 | EA | 1 | REMOVE ARV AND VAULT Five hundred seventy dollars | 570.00 | 570.00 |
| TOTAL | | | | | 424,315.75 |

C-15
SEMINOLE COUNTY
CONTAMINATED SOIL AND GROUNDWATER REMEDIATION
BID SHEET

| ITEM | UNIT | APPROXIMATE QUANTITY | ITEM DESCRIPTION | UNIT PRICE | AMOUNT |
|------------|------|----------------------|---------------------------------------------------------------------------------|------------|------------|
| 999-07-1* | EA | 457 | PRELIMINARY SCREENING Sixty four dollars | 64.00 | 29,248.00 |
| 999-07-2* | EA | 92 | PRE-BURN ANALYSIS Two hundred thirty five dollars | 235.00 | 21,620.00 |
| 999-07-3* | LS | 1 | DOCUMENTATION/NPDES/PERMIT AND FEES Thirteen thousand dollars | 13,000.00 | 13,000.00 |
| 999-07-4* | TN | 9,718 | DECONTAMINATION OF SOILS Thirty three dollars | 33.00 | 320,694.00 |
| 999-07-05* | TN | 2,796 | DECONTAMINATION OF PETROLEUM CONTAMINATED SOILS Thirty three dollars | 33.00 | 92,268.00 |
| 999-07-06* | DY | 165 | WATER TREATMENT Thirteen hundred dollars | 1,300.00 | 214,500.00 |
| 999-07-07* | EA | 30 | WATER QUALITY MONITORING TEST-EPA (PER NPDES) Four hundred twenty dollars | 420.00 | 12,600.00 |
| 999-07-08* | EA | 30 | ADDITIONAL MONITOR WELLS (EST. 12FT DEPTH) Five hundred ninety dollars | 590.00 | 17,700.00 |
| | | | TOTAL ENVIRONMENTAL REMEDIATION | | 721,630.00 |
| | | | | | |

* NOT FDOT PAY ITEM

Bidder: Southland Construction, Inc.

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> |
|----------------------------------|-----------------------------|-----------------|----------------------|--------------------------|
| Trench box | LF | 10,158 | 2.00 | 20,316 |
| Layback slope | LF | 2,261 | 1.00 | 2,261 |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

TOTAL \$ 22,577

Daniel L. Carr
Printed Name President


Signature

Southland Construction, Inc.
Bidder Name

September 26, 2007
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 negotiated rates and award PS-2108-07/VFT - Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway to Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated usage of \$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 improvements for the Pedestrian Tunnel at Lake Mary Blvd/International Parkway. On September 25, 2007, the Board approved the ranking and authorized staff to negotiate with Reynolds, Smith and Hills, Inc. of Orlando, Florida, the top ranked firm.

The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement shall run for a period of 4 years with no renewal periods. Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each work order will be based on the project.

This is a budgeted project and funds are available in the account line for Engineering-Construction & Design (077541.560680), Lk Mary/Intl Dr Ped Overpass (CIP#00229205).

STAFF RECOMMENDATION:

Staff recommends the Board approve negotiated rates and award PS-2108-07/VFT - Master Agreement for Pedestrian Tunnel at Lake Mary Blvd/International Parkway to Reynolds, Smith and Hills, Inc. of Orlando, Florida (Estimated usage of \$400,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2108-07_VFT Award Agreement to Reynolds, Smith & Hills, Inc.

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

CONSULTANT SERVICES AGREEMENT (PS-2108-07/VFT)
PEDESTRIAN TUNNEL AT LAKE MARY BOULEVARD AND INTERNATIONAL PARKWAY

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **REYNOLDS, SMITH AND HILLS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1000 Legion Place, Suite 800, Orlando, Florida 32801, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to prepare final construction documents and to assist COUNTY in bidding the construction of the pedestrian tunnel at Lake Mary Boulevard and International Parkway in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to

place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of four (4) years. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.


SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT

for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation  when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

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

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

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

Engineering Department
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and

upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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



(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract

for audit or inspection as provided for in subsections (b) and (c) of this Section.

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of

written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by this Agreement.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable

additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during

employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.


SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer

evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its

full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

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



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

(c) SPECIFICATIONS. Without limiting any of the other

obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

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

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



LIMITS

| | |
|----------------------------------------|----------------------------------------------|
| General Aggregate | Three (3) Times the Each-Occurrence Limit |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |


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

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

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures  prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.


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

(c) In the event that COUNTY protest procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in

voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.


(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension,  workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this

Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Engineering Department
520 W. Lake Mary Blvd., Suite 200
Sanford, FL 32773

For CONSULTANT:

Reynolds, Smith and Hills, Inc.
1000 Legion Place, Suite 800
Orlando, Florida 32801

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(END OF AGREEMENT - SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

REYNOLDS, SMITH AND HILLS, INC.

Secretary

By: _____
JAMES R. AVITABILE, P.E.
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



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

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule

AEC:jjr
10/1/07

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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.

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Contractor: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONTRACTOR shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$_____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

_____, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____
 Robert L. Hunter, Procurement Supervisor

 (Procurement Analyst)

Date: _____
 As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____ ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONTRACTOR to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONTRACTOR shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) **CONTRACT PRICE:**
 - (i) 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). The CONTRACTOR's total compensation is DOLLAR (\$) subject only to increases or decreases made in strict conformance with the Contract Documents.
 - (ii) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Work Order 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.
 - (iii) The CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (Work Order 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.
 - (iv) The 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 acknowledgements previously made, the CONTRACTOR acknowledges that the 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) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (Work Order Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work with the work of the COUNTY and its own forces, the work of other utility contractors and the work of others at the Project site.

f) PAYMENT PROCEDURES.

- (i) 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.
- (ii) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's applications for payment as recommended by ENGINEER, in with Section 14 of the General Conditions.
- (iii) 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.

g) ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

- (i) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.
- (ii) In the event that CONTRACTOR fails to physically mobilize to the Work required by Section 6.19 of the General Conditions, then the COUNTY may withhold 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 liquidated damage amount for Substantial Completion set forth in Section 9 of this agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.
- (iii) 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 this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the 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 Project Manager's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Sections 6.19.2 of the General Conditions.

h) LIQUIDATED DAMAGES.

- (i) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the 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 and within the time specified in this Agreement, 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 the 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, N/A (\$) 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, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.
- (ii) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the 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.
- (iii) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if the CONTRACTOR has abandoned the Work.

Exhibit "C" **Rates**

REYNOLDS, SMITH AND HILLS, INC. **AVERAGE RATE BY CLASSIFICATION** (May 2007 - May 2008)

| Labor Category | Raw Rate | Fringe and Overhead % | Fringe and Overhead Amount | Loaded Hourly Rate | Profit % | Profit Amount | Billing Rate |
|-----------------------------------|-----------------|----------------------------------|-------------------------------------------|-----------------------------------|-----------------|--------------------------|-------------------------|
| Project Officer / Director | \$77.41 | 162% | \$125.40 | \$202.80 | 11% | \$22.31 | \$225.11 |
| Chief Engineer | \$57.69 | 162% | \$93.46 | \$151.15 | 11% | \$16.63 | \$167.77 |
| Project Manager | \$50.23 | 162% | \$81.38 | \$131.61 | 11% | \$14.48 | \$146.09 |
| Senior Engineer/Architect/Designe | \$34.50 | 162% | \$55.89 | \$90.39 | 11% | \$9.94 | \$100.34 |
| Engineering Intern/Designer | \$28.10 | 162% | \$45.53 | \$73.63 | 11% | \$8.10 | \$81.73 |
| Admin/Clerical | \$22.17 | 162% | \$35.92 | \$58.09 | 11% | \$6.39 | \$64.48 |

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2144-07/BHJ - Final Design Services for SR 46 Gateway Sidewalks - Rinehart Road to Airport Boulevard

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve the negotiated rates and award PS-2144-07/BHJ - Final Design Services for SR 46 Gateway Sidewalks - Rinehart Road to Airport Boulevard with Burgess & Niple, Inc. of Orlando, Florida (\$350,000.00 estimated usage amount over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2144-07/BHJ will provide professional services for final and post design services for the constructing of sidewalks along both sides of approximately 2.0 miles of State Road 46 from Rinehart Road to Airport Boulevard under a LAP Agreement with FDOT. On September 11, 2007, the Board approved the ranking and authorized staff to negotiate with Burgess & Niple, Inc. of Orlando, Florida, the top ranked firm.

The Award Agreement includes the negotiated rates as Exhibit C. The term of the Agreement is a base period of five (5) years, and may be renewed for an additional two (2) successive periods not to exceed one (1) year each. Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. Staff estimates usage under this Agreement in the amount of \$350,000.00 over the term of the Agreement. The work and dollar amount for each Work Order will be within the constraints of the approved project budget and negotiated on an as-needed basis for the project.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the negotiated rates and award PS-2144-07/BHJ - Final Design Services for SR 46 Gateway Sidewalks - Rinehart Road to Airport Boulevard with Burgess & Niple, Inc. of Orlando, Florida (\$350,000.00 estimated usage amount over the term of the Agreement).

ATTACHMENTS:

1. PS-2144-07/BHJ - Award Agreement to Burgess & Niple, Inc.

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**CONSULTANT SERVICES AGREEMENT
FINAL DESIGN SERVICES FOR SR46 GATEWAY SIDEWALKS
FROM RINEHART ROAD TO AIRPORT BOULEVARD
(PS-2144-07/BHJ)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **BURGESS & NIPLE, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1800 Pembroke Drive, Suite 265, Orlando, Florida 32810, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide final design services for the SR 46 Gateway Sidewalks from Rinehart Road to Airport Boulevard in Seminole County; and



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


WHEREAS, CONSULTANT is competent and qualified to furnish final design services for the SR 46 Gateway Sidewalks from Rinehart Road to Airport Boulevard to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Work Orders authorizing performance of

the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of five (5) years and, at the option of the parties, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Work Orders issued and executed by COUNTY and signed by CONSULTANT.  A sample Work Order is attached hereto as Exhibit B. Each Work Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced as specified in such Work Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would

accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C and the Truth in Negotiations Certificate attached as Exhibit D. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses.

SECTION 6. REIMBURSABLE EXPENSES. If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(a) Expenses of transportation, when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(b) Expense of reproductions, postage, and handling of drawings and specifications.

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Work Order, but in no event shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(c) If the Scope of Services is not clearly defined, the Work Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval OF COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Work Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed, but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Fixed Fee Basis.

(e) For Work Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work

hours performed, but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Work Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Work Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(g) For Work Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY a properly dated itemized invoice describing any services rendered, the cost of the services, the name and address of CONSULTANT, Work Order Number, Contract Number, and all other information required by this Agreement.

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

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

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


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

Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT agrees to maintain all books, documents, papers,

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

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement; and CONSULTANT shall be and always remain liable to COUNTY in accordance with applica-

ble law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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




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

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work, as determined solely and conclusively by COUNTY, contemplated by

this Agreement.


(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and  without any fault or negligence of CONSULTANT.

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

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

SECTION 12. AGREEMENT AND WORK ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm,  other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 17. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by CONSULTANT, whether caused by CONSULTANT or otherwise.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall at its own cost procure the insurance required under this Section.

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

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

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

the policies of insurance providing the coverage required by this Section.

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

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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

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

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

such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

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

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

| | <u>LIMITS</u> |
|-------------------------------------|-------------------------------------------|
| General Aggregate | Three (3) Times the Each-Occurrence Limit |
| Personal & Advertising Injury Limit | \$1,000,000.00 |
| Each Occurrence Limit | \$1,000,000.00 |

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

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

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

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

SECTION 20. ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.

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

present during COUNTY protest procedures.

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments,

agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.


SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and

Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES.  Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

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

For CONSULTANT:

Burgess & Niple, Inc.
1800 Pembroke Drive, Suite 265
Orlando, FL 32810

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

BURGESS & NIPLE, INC.

Secretary

By: _____
SCOTT D. PERFATER
Vice-President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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



By: _____
CARLTON HENLEY, Chairman
Date: _____

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 _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Work Order
- Exhibit C - Rate Schedule
- Exhibit D - Truth in Negotiations Certificate

AEC:jjr
5/25/07
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Exhibit A
S.R. 46 Gateway Sidewalks
Rinehart Road to Airport Boulevard

| |
|-------------------------------------------------------------------------------------------|
| Draft Scope of Services Preliminary Engineering, Design & Permitting |
|-------------------------------------------------------------------------------------------|

A. PURPOSE AND INTENT

Seminole County (COUNTY) wishes to select a FDOT Prequalified Professional Engineering Firm (CONSULTANT) to provide professional engineering design services for this FDOT LAP Project (FPN No. 417484-1-38-01). The design services are in connection with constructing sidewalks along both sides of approximately 2.0 miles of State Road 46 from Rinehart Road to Airport Boulevard.

The purpose of this document is to inform prospective CONSULTANTS that the COUNTY intends to design and construct sidewalks along both sides of State Road 46. This document defines the scope of work and the responsibilities of the CONSULTANT and it provides a non-exclusive summary of technical requirements and necessary professional services. Our purpose is to achieve a quality design in a timely manner from competent professionals providing construction documents.

B. PROJECT DESCRIPTION

The project is located in Seminole County within the city limits of Sanford. This project consists of constructing a 10-foot sidewalk along the north side of SR 46 and a 5-foot sidewalk along the south side of SR 46 within the project limits along with associated corridor improvements. These improvements may include but are not limited to drainage, safety, utilities, driveway connections, signalized pedestrian crossings of intersecting roadways, and ADA access along the proposed corridor. It is anticipated that no additional right-of-way will be acquired and that proposed improvements will be accomplished within the existing right-of-way.

C. GENERAL PROJECT REQUIREMENTS

1.0 Project Invoicing

When invoicing, the CONSULTANT is to submit an invoicing distribution consistent with the primary categories of the Scope of Services. Direct expenses shall be separately listed. Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice
- County Contract Number & FDOT Contract Number
- Project Identification & Limits.

2.0 Consultant Personnel

The CONSULTANT's work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the CONSULTANT. Prior to any changes in the indicated personnel or the CONSULTANT's office-in-charge of the work, as identified in the CONSULTANT's Proposal, these changes will be reviewed and approved by the COUNTY.

3.0 Project Related Correspondence

The CONSULTANT will furnish copies of all correspondence, telephone memorandums, fax's, maps, exhibits, etc. between the CONSULTANT and any party regarding this project. This information is to be forwarded to the COUNTY's Project Manager within one (1) week of the contact with these parties.

The CONSULTANT is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the CONSULTANT shall deliver to the COUNTY, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

4.0 Professional Endorsement

The CONSULTANT will provide the COUNTY with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the CONSULTANT. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

5.0 Supplemental Services

Fees and associated time for completion of additional work that is determined by the COUNTY to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

6.0 Legal Proceedings

The CONSULTANT will serve as an expert witness in legal proceedings, if requested by the COUNTY. The fee for these services will be established if and when these services are requested.

7.0 County Responsibility

The COUNTY shall provide the following:

- Project Manager who will provide administrative and technical coordination for the COUNTY
- Relevant design correspondence on file
- Assistance with the application process for environmental permits.

8.0 Subcontractor Services

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the CONSULTANT to subcontract portions of the work (e.g., aerial photography). The CONSULTANT is authorized to subcontract these services to a FDOT Prequalified Subconsultant under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime CONSULTANT. The subcontracting firms must be approved by the COUNTY prior to initiation of their work on this project.

Coordination of SUBCONSULTANT services is the responsibility of the CONSULTANT. The CONSULTANT shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the CONSULTANT prior to delivery to the COUNTY.

D. SCOPE OF WORK REQUIREMENTS

The CONSULTANT will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, bid documents, and related professional services to design S.R. 46 Gateway Sidewalks from Hickman Drive to Airport Boulevard.

Final design plans will be prepared consistent with COUNTY and the FDOT requirements. The CONSULTANT will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits. The final construction design developed by the CONSULTANT shall be the best solution to a given problem and not merely an adherence to the minimum FDOT, AASHTO, or County standards.

The CONSULTANT will submit a man-hour and fee proposal for the required services, including SUBCONSULTANT services and direct expenses. With this proposal, the CONSULTANT will provide a Project Schedule, as described in Section 1.2 of Appendix A.

The professional services for the design services included within this Scope of Services can be generally grouped into the following eight (8) primary categories:

1. Administration
2. Surveys
3. Final Design & Specifications
4. Environmental & Regulatory Permitting
5. Utility Coordination and Relocation
6. Local Government, FDOT, & Other Agency Coordination
7. Deliverables / Phase Submission Documents

Please refer to the Appendix A for a description of each task within these eight (8) elements. These descriptions provide a non-exclusive summary of the specific tasks within this Scope of Services and are the minimum criteria for project performance and execution.

APPENDIX A

Expanded Scope of Services

1.0 Administration

1.1 Project Initiation/Notice to Proceed

The CONSULTANT will prepare for and attend a Kick-off Meeting with the COUNTY's Project Manager, staff and others as determined by the COUNTY. At this meeting, the COUNTY and key members of the CONSULTANT's team will set the final parameters for the project. The executed work order will serve as the Notice to Proceed.

1.2 Project Schedule

As part of the man-hour and lump-sum fee proposal, the CONSULTANT will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. An electronic submittal, compatible with *MS Project* is required. This schedule will indicate both projected and actual completion dates. The CONSULTANT will send the COUNTY's Project Manager an e-mail update of the *MS Project* compatible schedule monthly.

1.3 Project Status Meetings

The appropriate members of the CONSULTANT's team will attend periodic meetings [up to three (3)] with the COUNTY's Project Manager and staff to discuss the project's progress, status and other activities. The purpose of these meetings is to maintain clear communication between the COUNTY and the CONSULTANT's team. The CONSULTANT will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

The CONSULTANT will communicate with the COUNTY biweekly, via email, the project's progress and issues.

1.4 Coordination Meetings

The CONSULTANT will be required to meet with various project stakeholders to discuss the project and receive input. The CONSULTANT should plan to attend at least four (4) such meetings. The CONSULTANT may be called upon to provide maps, plans sheets, audio-visual displays and similar material for these meetings.

1.5 Public Involvement

The purpose of a public involvement element is to ensure that the community is involved in the project development and decision making process so that the COUNTY can develop a project that not only meets the pedestrian needs of the area, but is also supported by the community it serves. Therefore, the CONSULTANT will conduct the following public involvement activities:

1.5.1 Community Awareness Program:

The CONSULTANT will provide newsletters to update the general public on the project's progress at the 30%, 60%, and 90% Phase submittals.

1.5.2 Public Involvement Meeting:

The CONSULTANT will prepare for one (1) public involvement meeting as described below. The CONSULTANT will conduct the meeting for the COUNTY, with assistance from the COUNTY, to ensure an adequate number of personnel are present. The CONSULTANT will be responsible for presentation and handout materials, and will provide minutes / summary the meeting. The CONSULTANT shall prepare written responses to questions not adequately

addressed at the meeting and will provide follow-up information necessary to respond to the public's questions and comments.

The **CONSULTANT** shall coordinate and conduct, with the **COUNTY**'s assistance, a public involvement meeting at the approximate 60% Construction Plan Stage. The purpose of this meeting is to inform the community of the project and proposed sidewalk improvements along the SR 46 corridor. The **CONSULTANT** shall present the design to the public and respond to their questions and comments. The meeting shall include a 20-minute presentation followed by a question and answer period. The **CONSULTANT** will have staff available to respond to questions from the public. The **CONSULTANT** will prepare and provide mounted color aerial based boards depicting the 60% Construction Plans. The **CONSULTANT** will prepare and provide up to two-hundred (200) copies of a comment and information form for use by the public.

2.0 Surveys

2.1 Control Surveys

The **CONSULTANT** is to validate and use the existing S.R. 46 right-of-way boundaries established by FDOT for their design purposes and to provide the **COUNTY** with Control Surveys for the project. These documents shall meet or exceed the following requirements:

The map will be drawn at a scale of not greater than 1 inch = 200 feet, and will be legible. The Control Survey will meet the Minimum Technical Standards as required in Chapter 61G17-6.005 (4)(A) and contain the following certification on the first sheet of the Control Survey.

"I hereby certify that to the best of my knowledge and belief this drawing, consisting of sheets _____ thru _____ is a true, accurate and complete depiction of a field survey performed under my direction and completed on _____. I further certify that said drawing is in compliance with the Florida Minimum Technical Standards for Control Surveys as set forth in Chapter 61G17-6 by the Florida Board of Professional Surveyors and Mappers, pursuant to section 472.027, Florida Statutes."

2.1.1 The Control Survey will be required to be tied to the **COUNTY**'s Horizontal Control Network. Network data will be provided by the **COUNTY**. All P.C.P.'s and fractional corners will have State Plane Coordinate Values calculated for them and shown on the Control Survey Point Reference sheet in a tabular form. Vertical control will be based on, tied into the **COUNTY**'s Vertical Control Points, and noted on the map.

2.1.2 The baseline of survey, as shown on the Control Survey, shall physically exist in the field and have referenced P.C.P.'s at all P.I.s, P.C.s, P.T.s, the beginning and end of the project, and at all side street centerline intersections.

2.1.3 The control survey will show all control references both horizontal and vertical.

2.1.4 The following surveyor's note shall be contained on the Control Survey:

"This survey was performed for the purpose of establishing a baseline, locating existing monumentation and placing additional monuments where required."

2.1.5 Field notes and computer printouts will be submitted at the 60% submittal. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in bound field book provided by the **CONSULTANT**. These books become the property of Seminole County. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record.

Additional field notes and computer printout information will be submitted as completed or in the next submittal.

- 2.1.6 All sections through which the corridor or proposed corridor passes will be surveyed in their entirety. All section and 1/4 section corners will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted at 60% for review by the COUNTY. All references to be placed outside the limits of construction.
- 2.1.7 All underground storage tanks, septic tanks, drainfields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.

2.2 Design Surveys

The CONSULTANT shall furnish complete field verified design surveys. The surveys shall include aerial targeting as necessary, wetlands vegetation lines, topography, right-of-way, 50' interval cross sections for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading. Should additional field surveys be required to successfully design, permit and construct this project, the CONSULTANT is to obtain this information as a fundamental requirement of this scope of services.

The work shall be performed in accordance with the latest edition of the FDOT Location Manual, Policy No. 760.001-760.012 and the Minimum Technical Standards for Land Surveying in the State of Florida set forth by the Board of Land Surveyors, Chapter 61G17-6, F.A.C., pursuant to Chapter 472, Florida Statutes. Variations in survey methodologies, etc., as required by FDOT, will be permitted if approved by the COUNTY Surveyor prior to submittal of man-hour and lump-sum fee proposals. Coordination with the COUNTY Surveyor is required prior to beginning this work effort.

3.0 Final Design & Specifications

3.1 Assembly and Evaluation of Data

The CONSULTANT is to collect and evaluate all available and appropriate data for the successful final design of this project. Specifically, and non-inclusively, the CONSULTANT will address the following:

3.1.1 Assembly of Data:

The CONSULTANT is to collect and review all available information such as records, maps, surveys, plans, soil investigation reports, utility service system availability data, zoning classifications, building codes and standards, requirements of all agencies having jurisdiction over the project, and any other information which may have a bearing or impact to the planning, design, approval, permitting, construction and/or operation of this project. The CONSULTANT is to review all appropriate COUNTY information on this project.

3.1.2 Regulatory Agencies:

The CONSULTANT is to coordinate all necessary and required activities with regulatory agencies throughout the entire design and permitting phases of the project.

3.1.3 Field Reviews and Surveys:

The CONSULTANT is to field review data, including surveys, for consistency with actual field conditions.

The **CONSULTANT** is to evaluate right-of-way and topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice.

3.1.4 Soils Survey / Geotechnical Investigations:

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. The results of the soils survey will be analyzed, posted and summarized appropriately on the cross-sections and applicable plan sheets consistent with FDOT requirements. This analysis will include design recommendations for roadway fill alternate culvert materials and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the sidewalk, drainage systems, including surface water management systems, utility installations, etc.

3.1.5 Preliminary Drainage:

The **CONSULTANT** is to evaluate the project's overall drainage situation. The concern is to identify at the earliest possible stage the need to address large-scale drainage issues and/or issues of significance to the project. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.1.6 Environmental Issues:

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The purpose is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.2 Drainage Design

The **CONSULTANT** is to provide for the drainage basin/sub-basin mapping and design sufficient to meet **COUNTY**, State and Federal standards, as well as State and Federal regulatory agency permit requirements.

3.2.1 The project must meet the following minimum requirements:

- a. Seminole **COUNTY**'s Land Development Code, including Appendix B;
- b. St. Johns River Water Management District rules and regulations;
- c. Other State and Federal rules and regulations.

3.2.2 Before or at the 60% submission, the **CONSULTANT is to obtain **COUNTY** approval for the conceptual layout and design for all stormwater management facilities (SWMF). The **CONSULTANT** is to submit the following minimum information at this time:**

- a. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
- a. Definable locations of the SWMF on a scaleable graphic including parcel identification information;
- b. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated construction costs, and other relevant data to adequately review and evaluate the proposed SWMF location.

3.3 Construction Plan Preparation

The sidewalk design will be based on the best interest of the public and benefits to the health, safety and welfare of the citizens of Seminole County.

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **COUNTY** and/or **FDOT** standards, policies, procedures, memorandums and directives. Design work will comply with the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, latest non-metric edition, *Seminole County Consultants Informational Guidelines for Projects*, and **FDOT** standards with deference to **COUNTY** policy, procedures and specifications. Exceptions to these standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY** and in a format acceptable to the **COUNTY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the *FDOT Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Design Standards*, and other applicable manuals as determined by the **COUNTY**'s Project Manager. Usage of CADD or **FDOT** CADD criteria in general is mandatory. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary **FDOT** manuals that are required to complete the project design. The project must meet the following minimum plans and documentation requirements:

a. Plan sets:

1. Cover / Key Sheet
2. Summary of Pay Items
3. Drainage Maps (1"=200' maximum scale, with contours)
4. Typical Sections
5. Summary of Quantities
6. Summary of Drainage Structures (Includes invert elevations)
7. Project Layout
8. Sidewalk Plan & Profiles (1"=20' maximum scale)
9. Special Profiles (if necessary)
10. Intersection Layouts (1"=10' maximum scale)
11. Drainage Detail Sheets
12. Drainage Structure Cross Sections
13. Erosion Control Sheets (NPDES Sheet)
14. Soils Survey Data Sheets
15. Signing and Pavement Marking Plans
16. Signalization Modification Plans
17. Sidewalk Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20' 40', 50')
18. Traffic Control Data Sheet
19. Utility Adjustment Sheets (if necessary)

b. Design Documentation Report:

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be memorialized in a bound document submitted to the **COUNTY**. The purpose is to provide a chronicle of the strategies, decision and events that lead to the preparation of the final construction documents. At a minimum, the **CONSULTANT** is to provide the following documentation:

1. Design criteria (non-standard or special exceptions)
2. Drainage computations
3. Quantity computations
4. Computerized information (provide in a format compatible with **COUNTY**)
5. Review comments and responses
6. Agency coordination

7. Utility coordination
8. Meetings, telephone conversations, correspondence

3.4 Intersections, Project Termini Design & Driveways

The **CONSULTANT** is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points and driveways within the project area.

3.5 Signing and Pavement Marking Plans

The **CONSULTANT** is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non metric) FDOT Standards, the *M.U.T.C.D.*, and the "*Sign/Marking Standards for Older Road Users Program Compliance*" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

3.6 Traffic Signal Plans

The **CONSULTANT** is responsible for the preparation of design plans for any necessary modifications to the existing signals within the project corridor. The design will be in accordance with the latest (non-metric) FDOT and **COUNTY** Standards and Specifications. All equipment specified in plans will be fully compatible with Seminole County's Computerized Signal System. The design will be signed and sealed by a Professional Engineer in the State of Florida. The **COUNTY** has formally adopted FDOT Standard "Advance Loop" placement criteria. These plans are a component part of the contract plans set. Phase submittal for review of signal plans is requested on a 3 1/2" or a CD in a format compatible with **COUNTY**'s current software.

Phase submittal for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

3.7 Standard Specifications and Special Provisions

The **COUNTY** uses the current edition of the FDOT "*Standard Specifications for Road and Bridge Construction*", and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

The **CONSULTANT** is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

The **COUNTY** reserves the right to reject any special provision specification deemed inadequate for the project.

3.8 Engineer's Estimate of Probable Construction Costs and Quantity Computation

The **CONSULTANT** will prepare preliminary estimates of probable construction costs with unit prices based on current FDOT estimates and pay items.

These estimates will be provided at the 60% and 90% phase submittals of the final construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the **COUNTY**.

The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.

The **CONSULTANT** will prepare and submit a complete Quantity Computation Book, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the FDOT general format as outlined in the current *Basis of Estimate Manual and Computation Manual*. The final Quantity Computation Book will be included in the design documentation report.

The **CONSULTANT** will submit to the **COUNTY** any necessary copies of quantity computations requested for review. "Color-coded" plan view prints will be included within the computation book as back up to the computations.

3.9 Maintenance of Traffic

The **CONSULTANT** is responsible for providing a construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

3.9.1 The **CONSULTANT** will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the roadway plans. The intent of the T.C.D.S., as prepared by the **CONSULTANT**, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the **COUNTY** prior to construction beginning.

3.9.2 The T.C.D.S. will explain the following:

- a. Recommended construction phasing intent
- b. Special construction techniques, methodologies, materials or sequencing of events
- c. Unusual or extraordinary typical section applications
- d. Unique traffic conditions or access requirements
- e. And other conditions known to the **CONSULTANT** that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.

3.9.3 The T.C.D.S. will include, as a minimum, the following:

- a. General notes
- b. Graphical and written phasing typical sections
- c. Graphical and written description of requirements at intersections and major driveways within the project
- d. An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of this project. This document is also to be used in conjunction with the MOT plans.

4.0 Environmental & Regulatory Permitting

The **CONSULTANT** is required to submit complete permit applications, respond to Requests for Additional Information and provide all necessary follow up information for all permits necessary to successfully design and construct the project.

4.1 St. Johns River Water Management District (District)

Environmental permitting through the District is a requirement of the District and a significant element of this project. The **CONSULTANT** is to actively involve the **COUNTY**'s Project Manager in all permitting activities involving the District including pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc.

4.1.1 The **CONSULTANT** is responsible for early identification of all potential permitting issues.

4.1.2 The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

4.1.3 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

4.1.4 The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency exercising jurisdiction with the **COUNTY** as applicant. The **CONSULTANT** is responsible for permit package submittal, agency coordination and for all the information necessary to secure permits from these regulatory agencies. The **COUNTY** will provide the permitting fees.

4.2 Florida Department of Environmental Protection (FDEP)

At this juncture, we do not anticipate any site condition on this project that would initiate jurisdictional authority by the Florida Department of Environmental Protection (FDEP). However, if FDEP jurisdiction is exercised, the **CONSULTANT** is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

4.3 NPDES

The **CONSULTANT** is responsible to obtain appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

5.0 Utility Coordination and Relocation

Coordination of existing and proposed utilities is of critical importance to the cost and overall success of the project. The **CONSULTANT** is to contact all utility companies and local governments having facilities within the project area and obtain necessary information on their existing and proposed facilities. The **CONSULTANT** is to coordinate design activities with the respective utility companies/local governments and **COUNTY** Project Manager.

The **CONSULTANT** is responsible to accurately reflect the information provided by these utilities. When necessary for the accuracy of the design, the **CONSULTANT** will obtain actual field horizontal and vertical locations, coordinating this effort through respective utility companies/local governments. The **CONSULTANT** will field verify vertical and horizontal location data on existing utilities prior to the final design of project to avoid unnecessary conflicts. The field verification of vertical and horizontal positions will be at intervals not to exceed 200', including all valves, changes in direction and structures. Accuracy shall be within 0.2 of a foot horizontally and vertically. The mapping work described in this section does not include normal design survey utility work specified in the Design Survey and the Utilities sections. The **CONSULTANT** will evaluate relocations, abandonments, adjustments, or facilities to remain in place for impact to design elements of the project.

5.1 Early Coordination

The **CONSULTANT** will submit two (2) sets of plans to each entity for verification of respective utility locations after the initial field survey is plotted and field reviewed. One set should be marked up and returned to the **CONSULTANT**.

5.2 Coordination at 60% Plans

The **CONSULTANT** will prepare 60% plans showing existing utilities. Following **COUNTY** review and plan adjustment, the **CONSULTANT** will submit two (2) sets of plans to these groups for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Upon return of these markups, the **CONSULTANT** is responsible to prepare a complete **Utilities Adjustment Plan** for the project as part of the roadway design process. This work includes coordination

with public and private utility companies for the location and design of their pre-construction (existing) and post-construction (relocated) utilities.

5.3 Coordination at 90% Plans

At the time of the 90% submittal, the **CONSULTANT** will contact these groups again and send two (2) sets of the 90% plans for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Additional submissions and coordination are at the discretion of the **CONSULTANT**. The **CONSULTANT** may request that the utility companies provide an electronic copy of any corrections.

6.0 Local Government, FDOT, Other Agencies Coordination

Coordination with local governments, public agencies and others is of critical importance to the overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

The **CONSULTANT** is responsible to contact each local government, FDOT, and other known agencies having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **COUNTY** and these groups.

Contact with these groups is to occur at the 30%, 60% and 90% stages of design completion, and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. One (1) plan set is to be delivered to each group for review and comment at each submission stage.

7.0 Deliverables / Phase Submission Documents

The **CONSULTANT** will submit Design Plans and support documents to the **COUNTY** and FDOT for review and approval at specific junctures. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

7.1 30% Design Documents Submission (2 week COUNTY review)

- Five (5) sets of prints: horizontal and vertical geometry, typical sections, and cross sections at 500 feet (or as needed)
- One (1) CD containing PDF files of deliverables

7.2 60% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)

- Five (5) sets of prints (Construction Plans) for COUNTY and fifteen (15) for FDOT
- Preliminary estimate of probable construction cost
- Preliminary Drainage Computations (SWMF layout / big picture information)
- 60% signed checklist
- A detailed utility conflict letter based upon the preliminary drainage design
- One (1) CD containing PDF files of deliverables

7.3 90% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)

- Five (5) sets of prints (Construction Plans) for COUNTY and fifteen (15) for FDOT
- Preliminary estimate of probable construction cost
- Final Right-of-Way maps
- Final Drainage Design and documentation (with maps, comps, etc.)
- 90% signed checklist
- One (1) CD containing PDF files of deliverables

7.4 100% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)

- Five (5) sets of prints (Construction Plans) for COUNTY and fifteen (15) for FDOT

- One (1) CD containing PDF files for entire 100% plan set for bidding purposes
- One (1) engineer's cost estimate
- One (1) set of bid forms (Provide forms electronically as well)
- One (1) Design Documentation Reports
- Contract Documents and Specifications
- 100% signed checklist
- One (1) CD containing PDF files of deliverables

7.5 Final Deliverables (after COUNTY and FDOT have approved 100% plans)

- Two (2) sets of bound signed and sealed Construction Plans for COUNTY and two (2) for FDOT
- One (1) set of un-bound signed and sealed Construction Plans
- One (1) CD containing PDF files of deliverables

7.6 General Phase Submission Comments

- 7.6.1 All plan submittals will be half size prints.
- 7.6.2 When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.
- 7.6.3 As a minimum, phase submittals to the **COUNTY** will be in accordance with the current FDOT Plans Preparation Manual (non-metric) information content requirements including a written response to previous **COUNTY** review comments.
- 7.6.4 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, etc., are not included with the submittal.
- 7.6.5 If the **COUNTY** determines that the phase submittal is incomplete, the **CONSULTANT** is to pick-up the submittal, make it complete and resubmit. The **COUNTY** may require additional data if determined by individual project requirements.
- 7.6.6 Phase submittals of Construction Plans or Drainage Computations will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the **COUNTY**.
- 7.6.7 Any electronic design files submitted will be in AutoCAD Version 2004.

—— End of Appendix A – Expanded Scope of Services ——

**Board of County Commissioners
SEMINOLE COUNTY, FLORIDA**

WORK ORDER

Work Order Number: _____

Master Agreement No.: _____ Dated: _____
 Contract Title: _____
 Project Title: _____

Consultant: _____
 Address: _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ drawings/plans/specifications
☐ scope of services
☐ special conditions
☐ _____

METHOD OF COMPENSATION:

- ☐ fixed fee basis
☐ time basis-not-to-exceed
☐ time basis-limitation of funds

TIME FOR COMPLETION: The services to be provided by the CONSULTANT shall commence upon execution of this Agreement by the parties and shall be completed within "X" (days, months, years) of the effective date of this agreement. Failure to meet the completion date may be grounds for Termination for Default.

Work Order Amount: _____ DOLLARS (\$ _____)

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

 _____, Secretary

By: _____
 _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
 SEMINOLE COUNTY, FLORIDA

WITNESSES:

 (Procurement Analyst)

By: _____
 _____, Procurement Supervisor

 (Procurement Analyst)

Date: _____

As authorized by Section 8.153 Seminole
 County Administrative Code.

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

- a) Execution of this Work Order by the COUNTY shall serve as authorization for the CONSULTANT to provide, for the stated project, professional services as set out in the Scope of Services attached as Exhibit "A" to the Master Agreement cited on the face of this Work Order and as further delineated in the attachments listed on this Work Order.
- b) Term: This work order shall take effect on the date of its execution by the County and expires upon final delivery, inspection, acceptance and payment unless terminated earlier in accordance with the Termination provisions herein.
- c) The CONSULTANT shall provide said services pursuant to this Work Order, its Attachments, and the cited Master Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety.
- d) Whenever the Work Order conflicts with the cited Master Agreement, the Master Agreement shall prevail.
- e) METHOD OF COMPENSATION - If the compensation is based on a:
 - (i) FIXED FEE BASIS, then the Work Order Amount becomes the Fixed Fee Amount and the CONSULTANT shall perform all work required by this Work Order for the Fixed Fee Amount. The Fixed Fee is an all-inclusive Firm Fixed Price binding the CONSULTANT to complete the work for the Fixed Fee Amount regardless of the costs of performance. In no event shall the CONSULTANT be paid more than the Fixed Fee Amount.
 - (ii) TIME BASIS WITH A NOT-TO-EXCEED AMOUNT, then the Work Order Amount becomes the Not-to-Exceed Amount and the CONSULTANT shall perform all the work required by this Work Order for a sum not exceeding the Not-to-Exceed Amount. In no event is the CONSULTANT authorized to incur expenses exceeding the not-to-exceed amount without the express written consent of the COUNTY. Such consent will normally be in the form of an amendment to this Work Order. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
 - (iii) TIME BASIS WITH A LIMITATION OF FUNDS AMOUNT, then the Work Order Amount becomes the Limitation of Funds amount and the CONSULTANT is not authorized to exceed the Limitation of Funds amount without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. The CONSULTANT shall advise the COUNTY whenever the CONSULTANT has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CONSULTANT's compensation shall be based on the actual work required by this Work Order and the Labor Hour Rates established in the Master Agreement.
- f) Payment to the CONSULTANT shall be made by the COUNTY in strict accordance with the payment terms of the referenced Master Agreement.
- g) It is expressly understood by the CONSULTANT that this Work Order, until executed by the COUNTY, does not authorize the performance of any services by the CONSULTANT and that the COUNTY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONSULTANT to perform the services called for under this Work Order; if it is determined that to do so is in the best interest of the COUNTY.
- h) The CONSULTANT shall sign the Work Order first and the COUNTY second. This Work Order becomes effective and binding upon execution by the COUNTY and not until then. A copy of this Work Order will be forwarded to the CONSULTANT upon execution by the COUNTY.

EXHIBIT C

Burgess Niple, Inc.
Seminole County-SR 46 Gateway Sidewalks
Proposed Billing Rates
September 19, 2007

| Job Classification | Employee Number | Individual Hourly Rate | Weighted Estimate | Final Hourly Rate | Final Hourly Rate | Overhead Cap | Loaded Rate | Profit Cap | Final Billing Rate |
|--------------------|-----------------|------------------------|-------------------|-------------------|-------------------|--------------|-------------|------------|--------------------|
| Group Director | 5940 | \$80.28 | 20% | \$58.13 | \$58.13 | 62% | \$152.30 | 11% | \$169.06 |
| | 6717 | \$52.06 | 75% | | | | | | |
| | 7248 | \$60.59 | 5% | | | | | | |
| Project Manager | 7248 | \$60.59 | 45% | \$52.12 | \$52.12 | 62% | \$136.54 | 11% | \$151.56 |
| | 7053 | \$36.92 | 25% | | | | | | |
| | 6717 | \$52.06 | 30% | | | | | | |
| Project Engineer | 7053 | \$36.92 | 45% | \$37.54 | \$37.54 | 62% | \$98.36 | 11% | \$109.18 |
| | 7064 | \$38.21 | 45% | | | | | | |
| | 7411 | \$37.31 | 10% | | | | | | |
| CADD/Designer | 6819 | \$23.49 | 20% | \$31.01 | \$31.01 | 62% | \$81.24 | 11% | \$90.17 |
| | 7653 | \$23.49 | 30% | | | | | | |
| | 5678 | \$36.02 | 50% | | | | | | |
| Clerical/Admin. | 8754 | \$20.91 | 95% | \$21.11 | \$21.11 | 62% | \$55.30 | 11% | \$61.38 |
| | 7894 | \$24.91 | 5% | | | | | | |

I certify that to the best of my knowledge and belief the hourly rates shown reflect the salaries of the individuals reasonably expected to be utilized on this contract during the period January 1, 2008 through December 31, 2008.



 Scott D. Perfater, PE
 Vice President


EXHIBIT C

EXHIBIT (D)

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-2144-07/BHJ* are accurate, complete, and current as of January 1, 2008 (Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm Burgess & Niple, Inc.

Signature 

Name Scott D. Perfater, PE

Title Vice President

Date of execution*** September 19, 2007

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

** Insert the day, month, and year when wage rates were submitted or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on compensation.

*** Insert the day, month, and year of signing.

(End of certificate)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Tammy Roberts

EXT: 7115

MOTION/RECOMMENDATION:

Award RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation to Florida Planning Group, Inc., Ponte Vedra Beach.

County-wide

Ray Hooper

BACKGROUND:

RFP-600231-07/TLR will provide for professional consultant services for assistance in the administration of the Community Development Programs, Emergency Shelter Grants, HOME and State Housing Initiatives Partnership Programs to include, but not limited to, program administration, compliance, sub-recipient monitoring, reporting, and program development.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee, which consisted of Buddy Balagia, Project Manager I; Shirley Boyce, Division Manager, Community Assistance; Becky Heckters, Project Manager I; Rob Heenan, Program Manager I; and Shelley McHaney, Program Manager I, all of Community Assistance, evaluated the responses. Consideration was given to the qualifications, experience, project approach and price proposal. Authorization for performance of services by the Consultant under this agreement shall be in the form of written Release Orders issued and executed by the County. The estimated annual usage of the agreement is \$25,000.00. This agreement shall take effect on the date of its execution by the County and shall run for a period of three (3) years. At the sole option of the County, this agreement may be renewed for two (2) successive periods not to exceed one (1) year each.

Supporting documents include the tabulation sheet, evaluation consensus forms and the agreement as prepared by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation to Florida Planning Group, Ponte Vedra Beach.

ATTACHMENTS:

1. Tabulation
2. Consensus Report
3. Agreement
4. Evaluation Ranking

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

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

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

RFP NUMBER: RFP-600231-07/TLR

RFP TITLE: Consulting Services for Housing and Community Development Administration and Implementation

PAGE: 1 of 1

DUE DATE: September 5, 2007, at 2:00 P.M.

| Submittals | Response 1 | Response 2 | Response 3 | Response 4 |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Dan Cahill – Consultant 139 Hillside Avenue Providence, RI 02906 Ph. 401-528-8635 Fx. 401-274-4909 Dan Cahill | Florida Planning Group, Inc. P.O. Box 656 Ponte Vedra Beach, FL 32004 Ph. 904-821-8281 Toll Free 877-492-4120 Fx. 904-241-2500 Elaine S. Wright - President | Guardian Community Resource Management, Inc. P.O. Box 189 Mascotte, FL 34753 Ph. 352-429-4570 Toll Free 888-482-7393 Fx. 863-583-0357 Christine M. Alday -President | RPJ and Associates 713 54 th Avenue South St. Petersburg, FL 33705 Ph. 727-321-9200 Fx. 727-321-9229 Rosie L. Peterson-Thompson Principal |
| Bidder's Certification Form | Yes | Yes | Yes | Yes |
| Conflict of Interest Statement | Yes | Yes | Yes | Yes |
| Compliance with Public Records Law | Yes | Yes | Yes | Yes |
| Drug-Free Workplace Form | Yes | Yes | Yes | Yes |
| Acknowledgement of Addenda | Yes | Yes | Yes | No |

Evaluation Criteria

- Qualifications and Experience
- Project Approach
- Price Proposal

STATUS

Received and Tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 9/6/2007 at 11:00 am) LJS

Recommendation/BCC approval date: Florida Planning Group, /October 23, 2007 (Posted: 09/24/2007)

[Division Main Page](#) [Departments](#) [Documents and Lists](#) [Create](#) [Site Settings](#) [Help](#)
[Up to Purchasing & Contracts](#)

Evaluations

RFP-600231-07/TLR - Consulting Services for Housing and Community Development Administration and Implementation

Select a View

[Overview](#)[Graphical Summary](#)[All Responses](#)

Actions

[Add to My Links](#)[Alert me](#)[Modify survey and questions](#)
[Respond to this Survey](#) | [Export Results to a spreadsheet](#)
1. 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

5 (100%)

No

0 (0%)

Total: 5

2. 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

5 (100%)

No

0 (0%)

Total: 5

3. Response #1 - DAN CAHILL - CONSULTANT

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

0 (0%)

2 - Acceptable: Proposal meets the County requirements; any weakness is minor.

4 (80%)

1 - Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

1 (20%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Total: 5

4. Respondent #1 - Strengths: Those areas in which the proposal exceeds the County's requirements

Much relevant experience. Well-rounded knowledge/capacity.

1 (20%)

This Consultant has experience in "key" areas: Consolidated Plan, One-Year Action Plan, LHAP, CAPER, working w/HUD, and Public Housing.

1 (20%)

1. One of the first Section 8 Programs in Florida was instituted by Dan Cahill.

1 (20%)

Former Director of Housing & Community Development, Orange County, FL. Former Executive Director, Orange County Housing Finance Agency, FL. Has prepared HUD Consolidated Plans, Fair Housing Plans in New London, Ct., Gloucester Ma., and Pawtucket, RI. In addition to Consolidated Plans, and Fair Housing Plans, also prepared HUD Action Plan for Lawrence Ma.

1 (20%)

If grant is award, will have a satellite office in Central Florida. Program expertise, hands on. Assist in writing program policies and job descriptions
Background in government finances Will bring new insight/recommendation to organization Experience in Orange County Community Development
Proactive project approach

1 (20%)

Total: 5

5. Respondent #1 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Rhode Is. location. Is willing to open a local office if awarded contract, but our funding isn't that large. Also, much of recent experience is not w/in FL.

1 (20%)

Currently located in Rhode Is. Has worked in Central Florida, but most of the experience has been in the Northeast US. The willingness to locate an office in Florida is good, but there are concerns with the capacity to do so, considering the County's proposed budget.

1 (20%)

1. Actual location of the Consulting Group could pose difficulty.

1 (20%)

Does not appear to have strong knowledge base with Florida's State Housing Initiatives Program (SHIP). Appears to have left Florida approximately 13 years before the origin of the SHIP Program. Does not appear to have been actively involved in the HUD (CDBG, ESG, HOME) Programs in Florida for approximately 17 Years. Main office is located in Providence Rhode Island. States that a Central Florida Office will be opened if awarded this RFP. Overall hourly rates appear to be high. Using the six (6) items listed in the scope of services, respondent does not elaborate as to the types of activities that are involved in performing those items. Appears to have limited staff (Principal, Senior Associate and Administrative Assistant).

1 (20%)

Very few staff compared to other Consultant Groups. Majority of work has been done in the NE Region of US. Learning curve of County IDIS

1 (20%)

Total: 5

6. Response #2 - FLORIDA PLANNING GROUP

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

3 (60%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

2 (40%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

0 (0%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

0 (0%)

Total: 5

7. Respondent #2 - Strengths: Those areas in which the proposal exceeds the County's requirements

Good track record w/ SemCo. Well-rounded experience and full capacity to perform. Strong familiarity w/ Sem Co programs and staff. FL-savvy.

1 (20%)

Experience in "key" areas: Consolidated Plan, One-Year Action Plan, LHAP, CAPER, major HUD experience, SHIP Monitor, and good capacity to provide services. Because FPL has worked with Seminole County, and has provided excellent services in the past, there is knowledge and familiarity with the County's census blocks. WBE

1 (20%)

1. Does actual monitoring for Florida Housing Finance Corporation. 2. Prior to Consulting, was a HUD Monitor

1 (20%)

Extensive knowledge in the CDBG, HOME, ESG and SHIP Programs. Under contract with US HUD to provide technical assistance in Florida. Under contract with the State of Florida Housing Finance Corporation as a State Housing Initiatives Partnership (SHIP) Program monitor who monitors several communities in Florida. Former US HUD employee as a Community Planning & Development Representative (CPD Rep) in Jacksonville, FL. Managed Pasco County CDBG program for six (6) years. Has written Consolidated Plans for Marion County, Collier County, Pinellas County, Seminole County, City of Port St. Lucie, City of Clearwater, City of Sunrise, City of Hialeah, City of Kissimmee, City of Bradenton, City of Miami Beach, and the City of Boynton Beach. Has performed environmental reviews for CDBG, HOME, and/or ESG for the City of Hialeah, City of Fort Lauderdale, City of North Miami, City of Kissimmee, Sarasota County, Seminole County, Pasco County, City of Panama City, and the City of Punta Gorda. Has provided Subrecipient training in Sarasota County, Seminole County, and Pasco County. Staff of four (4) has extensive backgrounds in areas of the desired scope of service in the RFP. Overall hourly rates appear to be reasonable Has provided excellent consulting services to Seminole County for twenty-one (21) years.

1 (20%)

Experience working with Seminole County Community Development Programs and staff.

1 (20%)

Total: 5

8. Respondent #2 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Although Elaine is fully reliable, not all staff is so. Karen Davis may compensate, though.

1 (20%)

There have been issues, in the past, with certain staff members of FPL. However, the addition of another Consultant should help

1 (20%)

1. Location of Consultant could pose difficulty.

1 (20%)

No weakness identified in the response.

1 (20%)

Limited technical assistance majority of work completed in programs were completed by staff

1 (20%)

Total: 5

9. Response #3 - GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC.

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

1 (20%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

1 (20%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

2 (40%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

1 (20%)

Total: 5

10. Respondent #3 - Strengths: Those areas in which the proposal exceeds the County's requirements

Several staff - relevant experience from some.

1 (20%)

Major experience in Project Management. Capacity does not seem to be a problem at all

1 (20%)

1. Project Experience and overall costs involved. 2. No findings

1 (20%)

Extensive background in construction.

1 (20%)

Demonstrated funding sources (leveraging) Outlined work plan with deliverables which is indicated as typical planning

1 (20%)

Total: 5

11. Respondent #3 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Not all staff have relevant experience.

1 (20%)

Limited experience in our "key" areas such as the Consolidated Plan and the One-Year Action Plan, and Programmatic Regulations. I'm not sure that they have expertise above our current staff knowledge and experience.

1 (20%)

None to note.

1 (20%)

The response to the RFP does not adequately address the items listed in the scope of services. The respondent emphasizes project and construction management services rather than multi-program consultation services. Does not appear to respond to desired scope of services.

1 (20%)

Does not indicate expertise in ESG or HOME Limited reporting

1 (20%)

Total: 5

12. Response #4 - RPJ AND ASSOCIATES

3 - Highly Acceptable: Proposal exceeds the requirements and has enhancing features that will benefit Seminole County.

0 (0%)

2 – Acceptable: Proposal meets the County requirements; any weakness is minor.

0 (0%)

1 – Marginal: Proposal contains weaknesses and minor deficiencies which could have an impact.

3 (60%)

0 – Unsatisfactory: Proposal does not comply substantially with the requirements.

2 (40%)

Total: 5

13. Respondent #4 - Strengths: Those areas in which the proposal exceeds the County's requirements

None.

1 (20%)

None

1 (20%)

1. Active grants writing is a plus.

1 (20%)

One staff member is former Director of Housing & Community Development for the City of saint Petersburg, FL.

1 (20%)

Detailed proposal

1 (20%)

Total: 5

14. Respondent #4 - Weaknesses: Those areas where proposal lack soundness or effectiveness which could prevent fully successful performance of the contract.

Most experience is in growth management, of which we have little use.

1 (20%)

Did not provide any back-up to show that they have experience in anything but Growth Management and some Project Management

1 (20%)

1. Location might pose difficulty. 2. Lake of current projects/experience.

1 (20%)

The response to the RFP does not adequately address the items listed in the scope of services. Only one (1) staff member who is now retired has experience in CDBG, HOME, and SHIP. He served as Director of Housing & Community Development for the City of Saint Petersburg, FL.

1 (20%)

Does not show as having the overall expertise seeking. Some prints difficult to read.

1 (20%)

Total: 5

CONSULTANT SERVICES AGREEMENT (RFP-600231-07/TLR)
HOUSING AND COMMUNITY DEVELOPMENT ADMINISTRATION AND IMPLEMENTATION

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **FLORIDA PLANNING GROUP, INC.**, duly authorized to conduct business in the State of Florida, whose mailing address is Post Office Box 656, Ponte Vedra Beach, Florida 32004-0656 (place of business: 3539 Sanctuary Boulevard, Jacksonville Beach, Florida 32250), hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide consultant services regarding Housing and Community Development Administration and Implementation in Seminole County; and

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

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

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

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance

of the specific project, task, or study. This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Purchase Order.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by CONSULTANT shall be commenced, as specified in such Purchase Orders as may be issued hereunder and shall be completed within the time specified therein. In the event COUNTY determines that significant benefits would accrue from expediting an otherwise established time schedule for

completion of services under a given Purchase Order, that Purchase Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee" basis or on a "Time Basis Method". If a Purchase Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Purchase Order is issued on a Fixed Fee Basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed budget limits.

SECTION 6. REIMBURSABLE EXPENSES.

(a) If a Work Order is issued on a Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable "Not-to-Exceed" or "Limitation of Funds" amount set forth in the Work Order. Reimbursable expenses may include actual expenditures made by CONTRACTOR, his employees or his professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) Expenses of transportation when traveling in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

(2) Expense of reproductions, postage, and handling of drawings and specifications.

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

(b) Any reimbursable expenses under this Agreement shall be

supported by a source document, such as a receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses shall be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order shall be issued on a Fixed Fee basis. CONSULTANT shall perform all work required by the Purchase Order but, in no event, shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order; but, in no event, shall CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Limitation of Funds amount. CONSULTANT is not authorized to exceed that amount without the prior written approval of COUNTY. Said approval, if given by COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise COUNTY whenever CONSULTANT has incurred expenses on any Purchase Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(d) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to

a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders issued on a Fixed Fee Basis.

(e) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed. COUNTY shall pay CONSULTANT ninety percent (90%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount.

(f) Each Purchase Order issued on a Fixed Fee Basis or Time Basis Method with a Not-to-Exceed amount shall be treated separately for retainage purposes. If COUNTY determines that work is substantially complete and the amount retained is considered to be in excess, COUNTY may, at its sole and absolute discretion, release the retainage or any portion thereof.



(g) For Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount, CONSULTANT may invoice the amount due for services actually performed and completed. COUNTY shall pay CONSULTANT one hundred percent (100%) of the approved amount on Purchase Orders issued on a Time Basis Method with a Limitation of Funds amount.

(h) Payments shall be made by COUNTY to CONSULTANT when requested as work progresses for services furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. CONSULTANT shall render to COUNTY, at the close of each calendar month, an itemized invoice, properly dated, describing any services rendered, the cost of the services, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and all other information required by this Agreement.

The original invoice shall be sent to:

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

A copy of the invoice shall be sent to:

CDBG
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement including any retainage and less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.




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

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of

their duly authorized representatives shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

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

(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment  by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

(a) CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analyses, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its plans, analyses, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

(b) Neither COUNTY's review, approval, or acceptance of, nor

payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analyses, reference data, survey data, plans, and reports or any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

(2) deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a

Fixed Fee amount, CONSULTANT shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement as determined solely and conclusively by COUNTY.


(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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

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

SECTION 12. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 14. NO CONTINGENT FEES  CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement, at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.


SECTION 15. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that it will not contract for or accept employment for the performance of any work or service with any

individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 16. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases  only by a document of equal dignity herewith.


SECTION 17. SUBCONTRACTORS. During the course of the work under this Agreement, if CONSULTANT requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 18. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless, replace, and indemnify COUNTY 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 provision of services hereunder by CONSULTANT, whether caused by

CONSULTANT or otherwise. This hold harmless, release and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 19. INSURANCE.

(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

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

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

(3) In addition to providing the Certificate of Insurance,

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

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

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

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


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

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

insurer with an insurer acceptable to COUNTY, CONSULTANT shall be deemed to be in default of this Agreement.

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

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

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

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

Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

| | <u>LIMITS</u> |
|----------------------------------------|----------------------------------------------|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$300,000.00 |
| Each Occurrence Limit | \$300,000.00 |

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


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

provided by or on behalf of CONSULTANT.

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

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

SECTION 20. DISPUTE RESOLUTION.

(a) In the event of a  dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code.


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

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be

employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.


(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

SECTION 22. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 23. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 25. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension,  workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 26. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be honored by COUNTY.

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

CDBG
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR CONSULTANT:

Florida Planning Group, Inc.
Post Office Box 656
Ponte vedra Beach, Florida 32004-0656

SECTION 30. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

(End of Agreement - Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST: _____ COMPANY/CONSULTANT _____

, Secretary

By: _____
ELAINE S. WRIGHT, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

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



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

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Rate Schedule

AEC:jjr
9/27/07

F:\Users\jroyal\Purchasing 2007\Agreements\RFP-600231-Florida Planning Group.doc

EXHIBIT A

Section 1 – General Description of Services

Consultant services for aid in the administration of the Community Development Block Grant, Emergency Shelter Grants, HOME and State Housing Initiatives Partnership Programs to include but not limited to program administration, compliance, sub-recipient monitoring, reporting and program development.

The Consultant shall provide assistance in whole and/or in part on the following categories related to Community Development activities, as required by Seminole County and as allowed by budget:

1. All aspects of compliance with federal and state grant funded programs.
2. All aspects of assistance with preparation of County Housing Element; and Evaluation and Appraisal report (EAR) of the comprehensive plan.
3. Assistance with the preparation of federal (5-year plan and annual action plan); and state SHIP (e-year plan) of the Local Housing Assistance Plan and amendments to those plans.
4. Assistance with annual reporting of federal (CAPER) and state (APR) grant programs.
5. Other federal and state housing and community Development assistance as needed.
6. Neighborhood redevelopment analyst, reporting and plans.

FLORIDA SALES: 69-11-033895-53C
FEDERAL SALES/USE: 59-74-0013K

EXHIBIT B
Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

QUANTITY: _____ OP
REV: 01/01/01
REQ. NUMBER:
IN. EST.
VERSION 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



TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Terms and Conditions

1. **AGREEMENT.** This Purchase Order including these terms, conditions, and other referenced documents such as solicitations, specifications, and responses constitute the sole and entire agreement between the parties hereto. The County does hereby retain the Contractor to furnish those services/commodities and perform those tasks as described in this purchase order and as further described in the scope of services, attached hereto and incorporated herein, if applicable. This Purchase Order shall be construed and interpreted under the laws of the State of Florida. Jurisdiction and venue, with respect to any suit in connection with this Purchase Order, shall reside in Seminole County, Florida.

2. **DELIVERY OF GOODS AND SERVICES.** Failure to deliver the items or provide the service hereby ordered strictly within the time specified shall entitle the Buyer to cancel this Order holding the Seller accountable therefore, and may charge the Seller with any increased cost or other loss incurred thereon pursuant to Chapter 672 of the Florida Statutes, unless deferred shipment is requested and agreed to by the Buyer in writing. Payment or acceptance of any item after the delivery date shall not constitute a waiver of the Buyer's right to cancel this Order with respect to subsequent deliveries.

3. **WARRANTY.** Seller warrants all materials and services covered by this Order to conform strictly to the specifications, drawings, or samples as specified or furnished, and to be free from latent or patent defects in material or workmanship. If no quality is specified, the Seller warrants to Buyer that the goods or service shall be of the best grade of their respective kinds, or will meet or exceed the applicable standards for the industry represented, and is fit for Buyer's particular purpose. Seller further warrants that at the time the goods or services are accepted by Buyer, they shall have been produced, sold, delivered, and furnished in strict compliance with all applicable Federal and State laws, municipal ordinances, regulations, rules, labor agreements, and working conditions to which the goods or services are subject. In addition to, and not in lieu of the above, that at the time of acceptance, the goods or services are applicable, meet or exceed the applicable standards imposed by (a) the Consumer Product Safety Act, (b) Occupational Safety and Health Act (Public Law 91-596, as amended), (c) Fair Labor Standards Act, as amended, and (d) that the goods and services furnished hereunder are free of any claims or liens of whatever nature whether rightful or otherwise of any person, corporation, partnership, or association.

4. **MODIFICATIONS.** This Agreement can be modified or rescinded only in writing by the parties or their duly authorized agents.

5. **TERMINATION.** The County may, by written notice to the Contractor, terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Contractor to fulfill Contractor's agreement obligations. Upon receipt of such notice, the Contractor shall discontinue all deliveries affected unless the notice directs otherwise. In such event, Buyer shall be liable only for materials or components procured, or work done, or supplies partially fabricated within the authorization of this Agreement. In no event shall Buyer be liable for incidental or consequential damages by reason of such termination.

6. **INDEMNIFICATION.** Seller agrees to protect, indemnify, save, and hold harmless Buyer, its officers, and employees from and against all losses, costs, and expenses, and from and against all claims, demands, suits, and actions for damages, losses, costs, and expenses and from and against all liability awards, claims of patent infringement, judgments, and decrees of whatsoever nature for any and all damages to property of the Buyer or others of whatsoever nature and for any and all injury to any persons arising out of or resulting from the negligence of Seller, breach of this Order in the manufacture of goods, from any defect in materials or workmanship, from the failure of the goods to perform to its full capacity as specified in the order, specification, or other data, or from the breach of any express or implied warranties. The remedies afforded to the COUNTY by this clause are cumulative with, and in no way effect any other legal remedy the COUNTY may have under this Agreement or at law.

7. **INSURANCE.** Seller shall obtain and maintain in force adequate insurance as directed by the Buyer. Seller may also be required to carry workers' compensation insurance in accordance with the laws of the State of Florida. Seller shall furnish Buyer with a Certificate of Insurance for all service related purchase orders and other specialized services performed at seller's location. Any certificate requested shall be provided to the Purchasing and Contracts Division within ten (10) days from notice. Contractor shall notify the County in the event of cancellation, material change, or alteration related to the Contractor's Insurance Certificate. All policies shall name Seminole County as an additional insured.

8. **INSPECTION.** All goods and services are subject to inspection and rejection by the Buyer at any time including during their manufacture, construction, or preparation notwithstanding any prior payment or inspection. Without limiting any of the rights it may have, the Buyer, at its option, may require the Seller, at the Seller's expense, to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or

all rejected services, or (b) to refund the price of any or all rejected goods or services. All such rejected goods will be held for the Seller's prompt inspection at the Seller's risk. Nothing contained herein shall relieve, in any way, the Seller from the obligation of testing, inspection, and quality control.

9. **TAXES.** Seminole County Government is a non-profit operation and not subject to tax.

10. **FLORIDA PROMPT PAYMENT ACT.** Suppliers shall be paid in accordance with the State of Florida Prompt Payment Act, Section 218.70 of the Florida Statutes, upon submission of proper invoice(s) to County Finance Department, P. O. Box 8080, Sanford, Florida 32772. Invoices are to be billed at the prices stipulated on the purchase order. All invoices must reference Seminole County's purchase order number.

11. **PAYMENT TERMS.** It shall be understood that the cash discount period to the County will date the receipt of goods/services and not from the date of the invoice.

12. **PRICE PROTECTION.** Seller warrants that the price(s) set forth herein are equal to the lowest net price and the terms and conditions of sale are as favorable as the price(s), terms, and conditions afforded by the Seller to any other customer for goods or services of comparable grade or quality during the term hereof. Seller agrees that any price reductions made in the goods or services covered by this Order, subsequent to its acceptance but prior to payment thereof, will be applicable to this Order.

13. **PACKAGING AND SHIPPING.** Unless otherwise specified, all products shall be packed, packaged, marked, and otherwise prepared for shipment in a manner that is: (a) in accordance with good commercial practice; and (b) acceptable to common carriers for shipment at the lowest rate for the particular product, and in accordance with ICG regulations, and adequate to insure safe arrival of the product at the named destination and for storage and protection against weather. Seller shall mark all containers with necessary lifting, handling, and shipping information, and also this Purchase Order Number, date of shipment, and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment. All shipments, unless specified differently, shall be FOB Destination.

14. **QUANTITY.** The quantities of goods, as indicated on the face hereof, must not be exceeded without prior written authorization from Buyer. Excess quantities may be returned to Seller at Seller's expense.

15. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Order or any right or obligation hereunder without Buyer's written consent. Any purported assignment transfer or subcontract shall be null and void.

16. **EQUAL OPPORTUNITY EMPLOYER.** The County is an Equal Employment Opportunity (EEO) employer, and as such requires all contractors or vendors to comply with EEO regulations with regards to gender, age, race, veteran status, country of origin, and creed as may be applicable to the contractor or vendor. Any subcontracts entered into shall make reference to this clause with the same degree of application being encouraged. When applicable, the contractor or vendor shall comply with all new State and Federal EEO regulations.

17. **RIGHT TO AUDIT RECORDS.** The County shall be entitled to audit the books and records of the Seller to the extent that such books and records relate to the performance of the purchase order or any supplement to the purchase order. The Seller shall maintain such books and records for a period of three (3) years from the date of final payment under the purchase order unless the County otherwise authorizes a shorter period in writing.

18. **FISCAL YEAR FUNDING APPROPRIATION.** Unless otherwise provided by law, a purchase order for supplies or services may be entered into for any period of time deemed to be in the best interest of the County provided the term of the purchase order and conditions of renewal or extension, if any, are included in the solicitations, and funds are available for the initial fiscal period of the purchase order. Payment and performance obligations for succeeding fiscal periods shall be subject to the annual appropriation by County Commissioners.

19. **FAILURE TO EXECUTE PURCHASE ORDER.** Failure of the successful bidder to accept the purchase order as specified may be cause for cancellation of the award. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible offeror, and such offeror shall fulfill every stipulation embraced herein as if he were the original party to whom the award was made; or the County may reject all the offers and re-bid. Contractors who default are subject to suspension and/or debarment.

EXHIBIT "C"

Section 5 Price Proposal

PROJECT: **CONSULTING SERVICES FOR HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND IMPLEMENTATION**

COUNTY CONTRACT NO. **RFP-600231-07/TLR**

Name of Proposer: Florida Planning Group, Inc.

Mailing Address: P.O. Box 656, Ponte Vedra Beach, FL 32004

Street Address: 3539 Sanctuary Boulevard, Jacksonville Beach,
Florida 32250

City/State/Zip: Please see above.

Phone Number: (904) 821-8281

FAX Number: (904) 241-2500

E-Mail Address: eswfpg@comcast.net

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity with the Contract Documents, including Addenda Nos. one through one, on file at the Purchasing and Contracts Division for the amount hereinafter set forth.

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

Hourly rates must be inclusive of all administrative and overhead expenses necessary to provide all required services in accordance with the scope of services for any and all tasks as required as part of this solicitation. The hourly rate must include all direct and indirect costs associated with the work, including profit.

Work Titles and Hourly Rates:

| | |
|--------------------------|--------|
| Principal | \$ 115 |
| Senior Specialist | \$ 85 |
| Senior Associate | \$ 65 |
| Specialist: | \$ 55 |
| Associate | \$ 45 |
| Administrative Assistant | \$ 35 |
| Clerical | \$ 25 |
| Other | \$ N/A |

Additional Categories, if applicable:

| | |
|------------------------------|---------------------------------|
| Attorney | \$ At attorney's current rate |
| Accountant | \$ At accountant's current rate |
| Systems Tech/Systems Analyst | \$ At current rate |

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 31 day
of August, 2007.

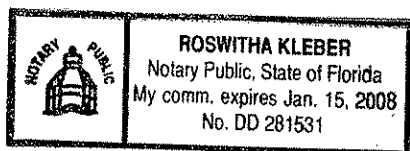
FLORIDA PLANNING GROUP, INC.
(Name of PROPOSER)

Elaine S. Wright
(Signature of person signing FORM)

ELAINE S. WRIGHT
(Printed name of person signing FORM)

PRESIDENT
(Title of person signing FORM)

Roswitha Kleber
8-31-07



RFP-600231-07/TLR

| | Dan Cahill | Florida Planning Group | Guardian Community Resources | RPJ and Associates |
|-----------------------|------------|------------------------|------------------------------|--------------------|
| Highly Acceptable (3) | 0 | 3 | 1 | 0 |
| Acceptable (2) | 4 | 2 | 1 | 0 |
| Marginal (1) | 1 | 0 | 2 | 3 |
| Unsatisfactory (0) | 0 | 0 | 1 | 2 |
| | | | | |
| Total Score | 9 | 13 | 7 | 3 |
| | | | | |

Evaluators:

Rob Heenan, Community Services Department
Buddy Balagia, Community Services Department
Shirley Boyce, Community Services Department
Becky Heckters, Community Services Department
Shelley McHaney, Community Services Department

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Renewal for RFP-4243-05/DRR - Irrigation Systems Evaluation with Clear Water Products & Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Approve the Second Renewal to RFP-4243-05/DRR - Irrigation Systems Evaluations - 2005 Agreement for Seminole County with Clear Water Products and Services of Winter Springs, Florida.

County-wide

Ray Hooper

BACKGROUND:

RFP-4243-05/DRR provides irrigation evaluations for customers of Seminole County, which are selected by the Environmental Services Department. Evaluations include, but are not limited to, determination of water conserving irrigation zone run times, identification of repairs and upgrades that will prevent water waste, rain sensor function and setting, and increasing the customer's awareness and familiarity with their irrigation system.

The St. John's River Water Management District (SJRWMD) requires all utilities to reduce water consumption by the year 2020. The Irrigation Audit Program was started 4 years ago as a directive from SJRWMD. Staff has reviewed the data and has determined that the Irrigation Audit Program has been successful in reducing water consumption and has provided a benefit to these customers in reductions in their water bills. Although the County is expanding residential water reclaim availability to some service areas, there are other areas where reclaimed service will not be available. The impact of the Irrigation Audit Program throughout the service areas including reclaim areas will benefit our customers as well as reduce water consumption even in areas that will not benefit from reclaim services.

Clear Water Products & Services has agreed to renew the Agreement for the period from November 7, 2007 through November 6, 2008 at the same compensation schedule, terms and conditions of the original Agreement. The budgeted amount for this renewal period is not-to-exceed \$150,000.00. Funds are available in account line 087804.530340 (Conservation Compliance/Contracted Services).

STAFF RECOMMENDATION:

Staff recommends that the Board approve the Second Renewal to RFP-4243-05/DRR - Irrigation Systems Evaluations - 2005 Agreement for Seminole County with Clear Water Products and Services of Winter Springs, Florida.

ATTACHMENTS:

1. Second renewal letter

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**Department of Administrative Services – Purchasing and Contracts Division**

DATE: September 20, 2007

TO: Clear Water Products & Services
P. O. Box 198087
Winter Springs, Florida 32719-6087

FROM: David R. Santiago, CPPB

SUBJECT: RFP-4243-05/DRR – Irrigation System Evaluation

It is the County's intention to exercise the renewal option of the above mentioned Contract. By signing below you agree to the extension of the current terms of the Contract through November 6, 2008.

Please provide this office with a current certificate of insurance with the above contract number referenced on the certificate as required in the original contract agreement.

Return this signed letter and your current insurance certificate to this office within Ten (10) days. FAILURE TO RESPOND IN A TIMELY MANNER MAY RESULT IN THE EXPIRATION OF YOUR CONTRACT.

If you have any questions please call me at 407-665-7106.

Sincerely,

David R. Santiago, CPPB


Authorized Signature

JUDY H. C. BENSON
(Printed Name)

PRESIDENT
Title

1101 EAST FIRST STREET SANFORD, FLORIDA 32771-1488 TELEPHONE (407) 665-7106 FAX (407) 665-7856
<http://seminolecountyfl.gov/purchasing>
dsantiago@seminolecountyfl.gov

TOTAL P.01

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Street Name Change: Unnamed Access to Chantal Lane

DEPARTMENT: Business Innovation
Technology Services

DIVISION: Business Development

AUTHORIZED BY: Robert Beach

CONTACT: Amy Curtis

EXT: 7426

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a resolution renaming a certain platted parcel now known as unnamed access, Tract A to Chantal Lane.

District 5 Brenda Carey

Amy Curtis

BACKGROUND:

The unnamed access, Tract A is located in the recorded plat of I-4 Industrial Park- 4th Section, Plat Book 34 Page 77. At the present time, the unnamed access is not open to vehicular traffic; however, it will serve as access for a proposed development and is required to be legally named as set forth in Seminole County Land Development Code Sec 90.8.

The property owners abutting the unnamed access were notified of the County's intent to name the unnamed access, Tract A. To date, of the 1 notice sent, staff has not recieved any response against naming the unnamed access.

STAFF RECOMMENDATION:

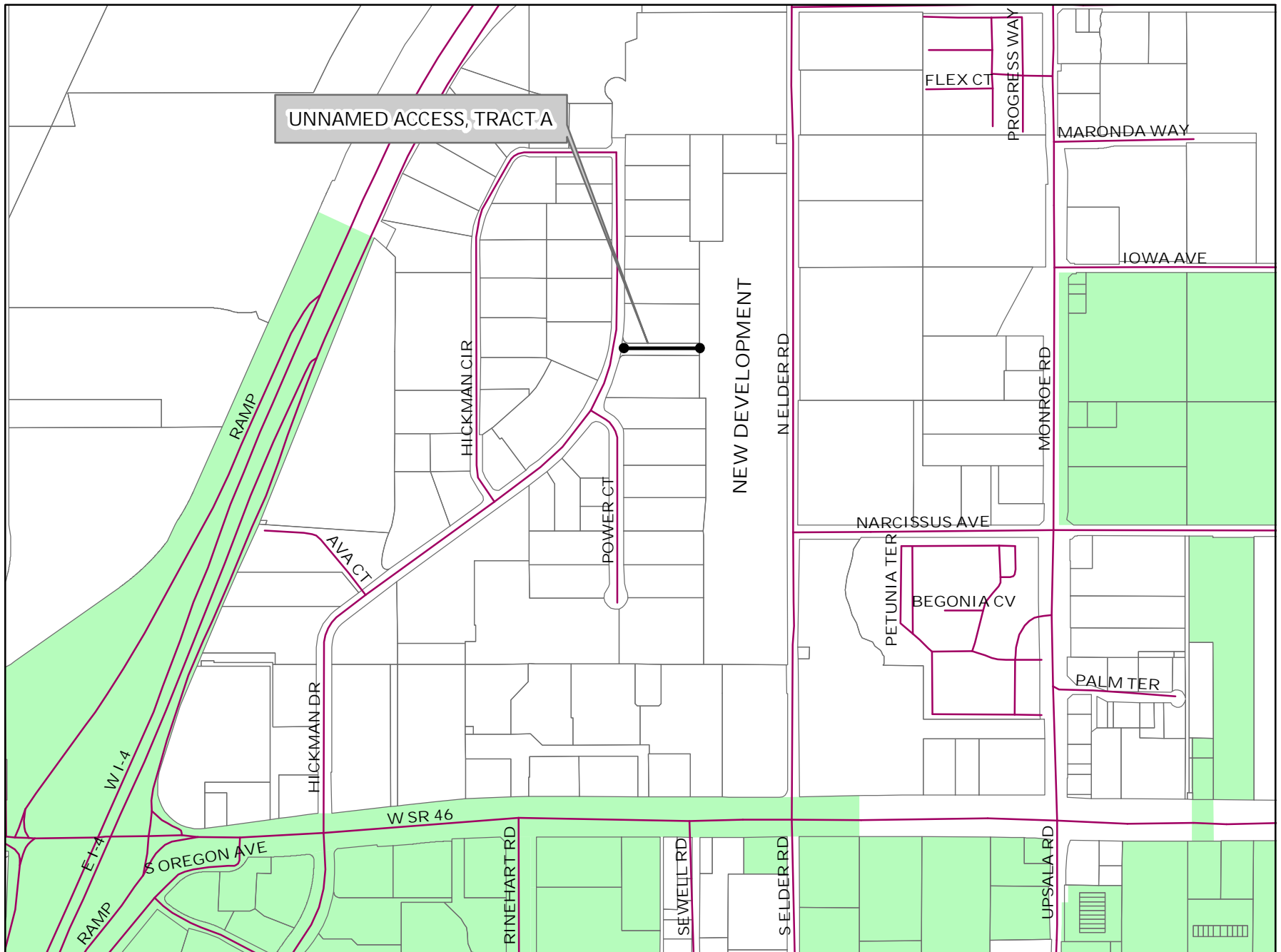
Adopt and authorize the Chairman to execute the attached resolution renaming the unnamed access to Chantal Lane.

ATTACHMENTS:

1. Location Map
2. Resolution
3. PB34 PF77

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)



2

Unnamed Access, Tract A To Chantal Lane

RESOLUTION NO. 2007-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, OCTOBER 23, 2007

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename that certain Unnamed Access Tract A abutting lots 1 & 2, within the recorded plat of I-4 Industrial Park-4th Section, Plat Book 34, Page 77, Public Records of Seminole County, Florida; and

WHEREAS, naming this street segment will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County; and

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system,

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

Effective, OCTOBER 23, 2007, the subject street now known as UNNAMED ACCESS, TRACT A is hereby renamed CHANTAL LANE.

Adopted this 23rd day of OCTOBER, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY
CHAIRMAN

ATTEST:

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

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, the the Corpora-
tion named below, being the Owner of the lands as
described herein, do hereby Plat said Lands as
shown and dedicate the Streets and Easements to
the use of the Public for the purposes thereon
expressed and to be known as "I-4 INDUSTRIAL
PARK-4th SECTION" and in WITNESS THEREOF
affix their hands and seals this 12th day
of FEBRUARY, 1988.

SPACED U.S.A. INC.
WITNESS
[Signature]
President
[Signature]
Secretary

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that before me, an officer
duly authorized to take acknowledgements, the
persons whose signatures appear above and who
on behalf of the above named Corporation did
execute the foregoing dedication as a free act,
and deed

IN WITNESS THEREOF, I have hereto set my hand
and seal this 12th day of FEBRUARY, 1988

[Signature]
NOTARY PUBLIC

My Commission Expires: July 5, 1989

CERTIFICATIONS

SURVEYED, Monumented and Platted as shown
according to existing statutes and laws of the State of Florida

STATE OF FLORIDA
Registered Land Surveyor No. 14653

COUNTY OF SEMINOLE

ZONING COMMISSION

APPROVED *[Signature]* CHAIRMAN

This 2nd day of April, 1988.

BOARD OF COMMISSIONERS

APPROVED *[Signature]*

ATTEST *[Signature]*

This 6th day of May, 1988.

CERTIFICATE OF CLERK

I HEREBY CERTIFY that I have examined the Plat
hereon and that it complies in form with all
the requirements of Chapter 173, Florida
Statutes and was filed for record on the 7th
day of MAY, 1988 at 11:00 P.M.

File No. 250124
CLERK of the CIRCUIT COURT, Seminole County,
Florida

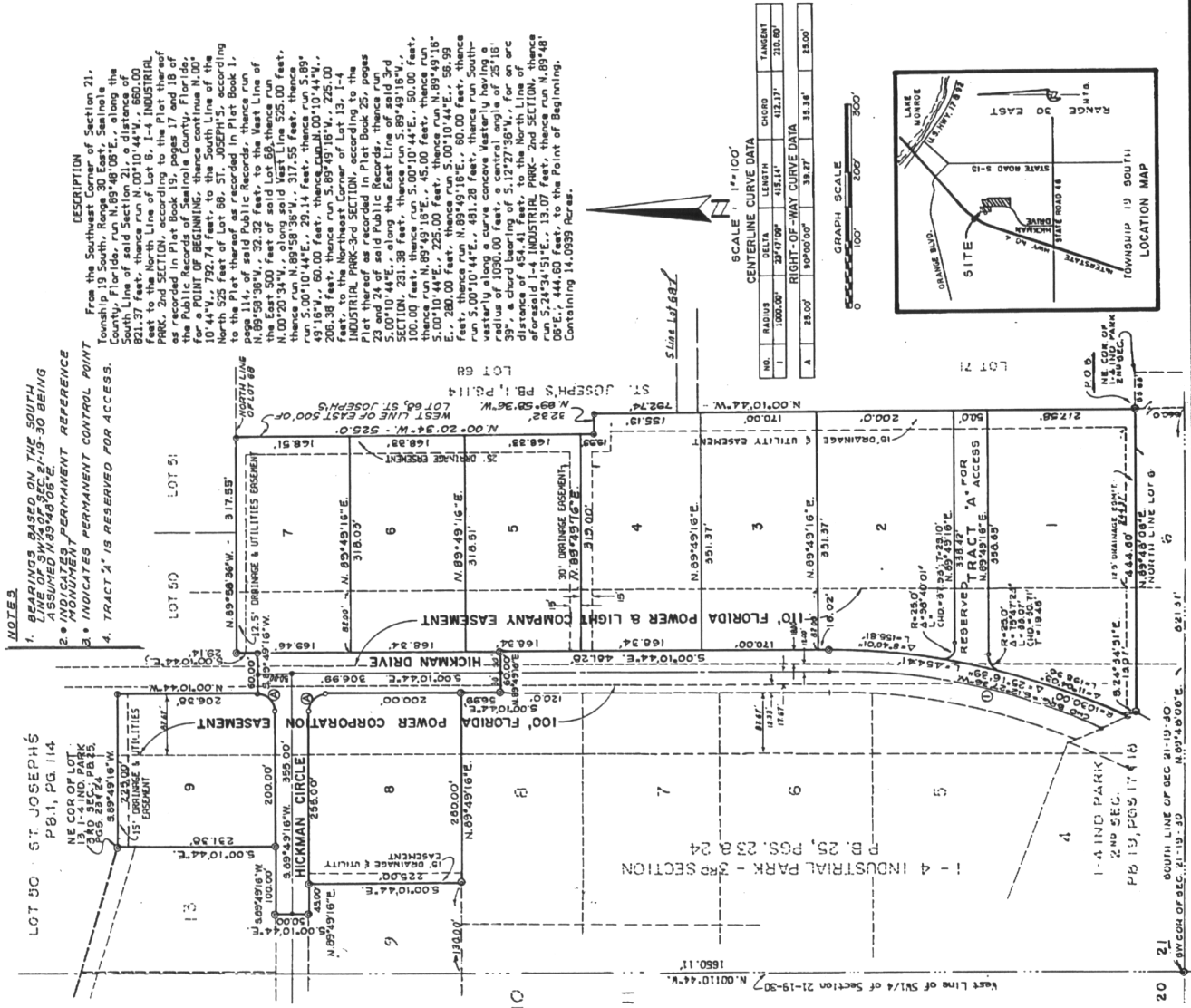
V. KELLY SMITH & ASSOCIATES, INC.
Professional Land Surveyors
Seminole, Florida
(305) 382-2213

I-4 INDUSTRIAL PARK - 4TH SECTION

SECTION 21, TOWNSHIP 19 SOUTH, RANGE 30 EAST
SEMINOLE COUNTY, FLORIDA

NOTES

1. BEARINGS BASED ON THE SOUTH
LINE OF SEC. 21-19-30 BEING
P.B. 1, PG. 114
2. * INDICATES PERMANENT REFERENCE
MONUMENT
3. * INDICATES PERMANENT CONTROL POINT
4. TRACT 21, IS RESERVED FOR ACCESS.



SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County/Midway-Canaan Community Water Association, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007

DEPARTMENT: Community Services

DIVISION: CDBG

AUTHORIZED BY: David Medley

CONTACT: Becky Heckters

EXT: 2388

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County/Midway-Canaan Community Water Association, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007 in the amount of \$15,000.00.

District 5 Brenda Carey

Rob Heenan

BACKGROUND:

In 2006, professional testing was performed on the fire hydrant system within the Midway Community. The testing identified five (5) fire hydrants as defective and incapable of providing adequate fire protection to the citizens of that community. The Board provided for funding in the adoption of the HUD 2006-2007 One-Year Action Plan. CDBG funding is in place and has been budgeted to provide for services necessary to replace/repair the defective fire hydrants.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County/Midway-Canaan Water Association, Inc. HUD/CDBG Subrecipient Agreement Program Year 2006-2007 in the amount of \$15,000.00.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

**SEMINOLE COUNTY/ MIDWAY-CANAAN COMMUNITY WATER ASSOCIATION, INC.
HUD/CDBG SUBRECIPIENT AGREEMENT
PROGRAM YEAR 2006-2007**

THIS AGREEMENT, entered into this 19th day of September, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the **MIDWAY-CANAAN COMMUNITY WATER ASSOCIATION, INC.**, a non-profit corporation organized under the laws of the State of Florida, whose address is 2310 Jitway Street, Sanford, Florida 32772-1322, hereinafter referred to as "MIDWAY".

WHEREAS, COUNTY has made application effective October 1, 2006, and entered into a contract with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," pursuant to Title I, Housing and Community Development Act of 1974, as amended, and implementing regulations set forth in Title 24, Code of Federal Regulations (CFR), Part 570; and

WHEREAS, pursuant to the HUD application, COUNTY shall undertake certain activities to develop a viable community, including, but not limited to, sustainability through a suitable living environment and improved quality of life, principally for persons of Low and Moderate Income; and

WHEREAS, the community served by MIDWAY is inhabited by a significant number of Low and Moderate Income households; and

WHEREAS, at least five of the fire hydrants serving the Midway community have been determined to be defective and incapable of providing adequate fire protection to the citizens of that community;

WHEREAS, COUNTY has determined that it serves an essential public purpose to fund necessary repairs to or replacement of the defective hydrants owned and operated by MIDWAY; and

WHEREAS, COUNTY has allocated FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of HUD/CDBG funds for the Project for the 2006-2007 Program Year,

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

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

SECTION 2. DEFINITIONS.

(a) "CD Administrator" means the Seminole County Community Assistance Division Manager.

(b) "CDBG Program" means the Seminole County Community Development Block Grant Program (CDBG).

(c) "CDBG Regulations" means 24 CFR Part 570 and supplemental, additional, or successor provisions.

(d) "Community Services Department" means COUNTY's Community Services Department Director or his/her designee for the Community Development Office.

(e) "County Approval" means written approval by the Community Services Director, CD Administrator, or their designee.

(f) "Low and Moderate Income" means gross household income not to exceed eighty percent (80%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

(g) "Project" means the professional design, engineering, construction, and inspection services for repairs to, or replacement of, at least five (5) aged, defective fire hydrants located in the Midway Community and which comprise part of the potable water distribution system owned and operated by MIDWAY. The particular fire hydrants comprising the Project and the tasks to be performed by MIDWAY and its selected vendors and contractors are more fully described in the Scope of Services, attached as Exhibit A to this Agreement, including Attachment A-1 thereto and in the Project Budget, attached as Exhibit B to this Agreement, all of which are fully incorporated into this Agreement by reference.

SECTION 3. STATEMENT OF WORK.

(a) MIDWAY, in a manner satisfactory to COUNTY, shall perform all Project tasks and services described or referred to in Exhibit A, Scope of Services. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of MIDWAY.

(b) The parties recognize and agree that the purpose of this Agreement is to pay for the cost of providing professional design, engineering, and construction services for the Project and that the Agreement is directly related to the implementation of the CDBG Program. All charges and expenses shall be specifically and directly related to

MIDWAY's implementation of the CDBG Project activity funded under this Agreement and for no other purpose.

SECTION 4. TERM.

(a) COUNTY shall pay MIDWAY for the services described in Exhibit A, performed by MIDWAY up to the limits set forth in Section 5. All such services shall be performed by MIDWAY in accordance with applicable requirements of HUD with reimbursement contingent thereupon. MIDWAY shall perform and complete all Project services described in Exhibit A by no later than March 31, 2008, unless the Agreement is otherwise amended or extended by written agreement of the parties as provided hereunder. This Agreement shall remain in full force and effect until May 31, 2008. The foregoing notwithstanding, Sections 10, 11, 13, 19, and 22 shall be deemed to continue in effect after the expiration date hereof.

(b) Project activities shall conform to the following schedule:

(1) By August 15, 2007: Meeting with CD Administrator to review terms of this Agreement, proposed requests for bids, and scope of the Project.

(2) By September 30, 2007: Receipt and award of contract to successful bidder(s), subject to COUNTY approval.

(3) By November 1, 2007: Commence development of Project design, detailed plans, and construction.

(4) By March 31, 2008: Complete construction, obtain all inspection and testing approvals, and submittal of final invoicing and reports to COUNTY.

SECTION 5. PAYMENTS.

(a) COUNTY shall direct pay engineers, contractors, subcontractors, and vendors selected by MIDWAY to provide Project goods and services under this Agreement in accordance with the Project Budget. Requests for payment shall be submitted on the form attached hereto as Exhibit C, along with other required documentation.

(b) COUNTY has allocated FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) of HUD/CDBG funds for completion of this Agreement. COUNTY will direct pay contractors and vendors for services rendered under this Agreement up to FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00). In the event that the Project does not require the full amount of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) as reflected in the bids received and reviewed by both parties to this Agreement, the CD Administrator reserves the right to reallocate any such remaining excess, unencumbered, or unused funds to other COUNTY CDBG funded projects. In the event any excess CDBG funds have already been paid, any such excess, unused, or unencumbered funds shall be returned by MIDWAY to COUNTY within thirty (30) days from the date of Project completion or no later than the expiration date of this Agreement, whichever occurs first.

(c) In no event shall COUNTY make payments until all goods and services rendered are invoiced by the contractor seeking payment and approved in writing by MIDWAY's President and the CD Administrator.

(d) Copies of receipts or other acceptable documentation demonstrating incurrence of each expense must be submitted with the invoice, all of which must be accompanied by a completed Request for

Payment form, attached as Exhibit C to this Agreement and incorporated herein by reference.

(e) Upon receipt of the documentation listed above, COUNTY shall initiate payment on behalf of MIDWAY, subject also to paragraph (f) below. COUNTY reserves the right to verify by site inspection when necessary that all goods, materials, labor, and services have been properly invoiced. Payment shall be made as soon as practicable; provided, however, that if MIDWAY, its vendors, contractors, and subcontractors have performed services in full compliance with all CDBG requirements and properly invoiced the request for payment, payment shall be rendered by COUNTY within thirty (30) days of its receipt of payment request.

(f) Within thirty (30) days after completion of all services to be performed under this Agreement, MIDWAY shall render a final and complete statement to COUNTY of all costs for goods and services not previously invoiced. COUNTY shall not be obligated to pay any charges, claims, or demands of MIDWAY or its contractor(s) and vendor(s) not properly invoiced and received by COUNTY within said thirty (30) day period. However, such time period may be extended at the sole discretion of COUNTY for one (1) additional thirty (30) day period by written notice to MIDWAY, provided that any delay in submission is not occasioned by fault or negligence of MIDWAY, as determined by COUNTY.

(g) Any goods or services not allotted in the Project Budget, or not undertaken in compliance with this Agreement, will only be paid by

COUNTY if the CD Administrator has issued prior written approval of such goods or services and subject to formal amendment to this Agreement.

(h) MIDWAY shall not acquire any interest in real property or benefits derived from an owner of any real property, directly or indirectly, utilizing CDBG Funds provided by COUNTY hereunder unless MIDWAY has first received written authorization from the CD Administrator. Any such activities utilizing funds derived under this Agreement without COUNTY approval is strictly prohibited and shall result in termination of this Agreement and denial of any payment or reimbursement otherwise authorized hereunder. Additionally, any such activity undertaken by MIDWAY shall fully comply with the Uniform Administrative Requirement specified in Section 6(b)(vii) of this Agreement.

SECTION 6. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW AND REGULATIONS. MIDWAY shall comply with all federal, state, and local laws and regulations in its performance of this Agreement. It is further understood that the following are laws and regulations which will directly govern implementation of this Agreement:

(a) Uniform Administrative Requirements: 24 C.F.R., Section 570.610, imposing uniform administrative requirements and cost principles on recipients and subrecipients, including particularly as contained in 24 C.F.R. Parts 84 and 85; 24 C.F.R., Section 570.502; United States Office of Management and Budget ("OMB") Circulars A-122 ("Cost Principles For Non-Profit Organizations") and A-110 ("Uniform Administrative

Requirements for Grants and Other Agreements Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

(b) Other Federal Program Requirements: MIDWAY shall also comply with the remaining regulations in 24 CFR 570, Subpart K (§§ 570.600-570.614, inclusive). Said regulations shall include the following sections:

(i) 570.600 - Decrees that the Secretary of HUD will apply the provisions of Subpart K as being applicable to all grants made under the CDBG program.

(ii) 570.601 - Requires adherence to Public Law 88-352, ("1964 Civil Rights Law"), Public Law 90-284 ("1968 Civil Rights Act of 1968"), and Executive Order 11063 ("Equal Opportunity in Housing");

(iii) 570.602 - Prohibits discrimination on the basis of race, sex, or age for activities under the program;

(iv) 570.603 - Requires adherence to the labor standards embodied in the Davis-Bacon Act and the Contract Work Hours and Safety Standards Act in accordance with Section 110 of Title I of The Housing and Community Development Act, i.e., 42 U.S.C. 5301, et seq. (the "Act").

(v) 570.604 - Refers grant recipients to Section 104(g) of the Act and 24 CFR Part 58 for those regulations and procedures aimed at furthering the purposes of the National Environmental Policy Act of 1969. The foregoing notwithstanding, MIDWAY shall not assume COUNTY's environmental responsibilities, as described in 24 CFR Sec. 570.604 "Environmental Standards", nor COUNTY's responsibility to initiate an environmental review process. However, MIDWAY is not exempt from

performing site-specific environmental reviews in accordance with state and local regulations, nor is MIDWAY released from any environmental pollution that it may cause or have caused, and MIDWAY shall assume full liability therefore.

(vi) 570.605 - Governs participation in the National Flood Insurance Program pursuant to Section 202(a) of the Flood Disaster Protection Act of 1973 and 44 CFR Parts 59 through 79.

(vii) 570.606 - Requires that grant recipients and subrecipients adopt and utilize policies that best assure minimizing displacement of persons, families, businesses, farms, and non-profit organizations from areas of grant funded, rehabilitation activities pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655.

(viii) 570.607 - Applies Executive Orders 13279 as well as 11246, the latter being amended by Executive Orders 11375, 11478, 12086, and 12107 prohibiting racial, gender, ethnic, or religious discrimination in employment during the performance of federally assisted construction projects.

(ix) 570.608 - Applies the Lead Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846) and the Residential Lead Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851-4856) to all grant funded activities.

(x) 570.609 - Prohibits the use of debarred, suspended, or ineligible contractors or other subrecipients on grant funded projects.

(xi) 570.611 - Establishes the bidding requirements, the code of conduct, and conflict of interest provisions applicable for the procurement of goods and services and post award contract administration relative to activities funded under 24 C.F.R. Part 570.

(xii) 570.612 - Requires adherence to any state imposed standards of intergovernmental review for those infrastructure improvements involving water, sewer, and storm water facilities.

(xiv) 570.613 - Restrictions on eligibility for employment and financial assistance benefits for certain residents, newly legalized aliens.

(xv) 570.614 - Requires that any public buildings and other facilities constructed with CDBG funds be compliant with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Americans with Disabilities Act (42 U.S.C. § 12131 and 47 U.S.C. §§155, 201, 218, and 225).

(c) Compliance With State and Local Laws and Regulations: During the execution and implementation of this Agreement, MIDWAY shall comply with all applicable state and local laws, regulations, and ordinances, including, but not limited to the following:

(1) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". MIDWAY shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its employees pursuant to Section 112.312(15), Florida Statutes.

(2) Chapter 119, Florida Statutes - Public Records.

(3) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for unilateral termination of this Agreement by COUNTY.

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

SECTION 7. PROJECT PUBLICITY. Any news release, project sign, or other type of publicity pertaining to the Project described herein shall recognize the Seminole County Board of County Commissioners as the recipient of funding by HUD and providing CDBG funds to MIDWAY.

SECTION 8. MANAGEMENT ASSISTANCE. The CD Administrator shall be available to MIDWAY to provide guidance on CDBG requirements.

SECTION 9. REPORTING REQUIREMENTS. MIDWAY shall fully complete and provide to the CD Administrator a monthly report in the form attached hereto as Exhibit D (incorporated herein) summarizing the number of active Project components under construction, all bid information, and construction summaries. MIDWAY shall provide the monthly reports no later

than the fifteenth (15th) day of each month. Failure by MIDWAY to submit a monthly report shall allow COUNTY to withhold reimbursement payment on the Request for Payment submitted by MIDWAY until the required monthly report is submitted as mandated herein. Further, MIDWAY shall fully complete and provide to the CD Administrator, in a timely manner, an "End of Project Report," attached hereto as Exhibit E and incorporated herein by reference. COUNTY shall have access to and be provided copies and transcripts of any records necessary to accomplish this obligation in the sole determination of COUNTY or HUD.

SECTION 10. MAINTENANCE OF RECORDS.

(a) MIDWAY shall maintain all records required by federal, state and local laws, rules, and regulations for a period of no less than five (5) years from the date of the final Project audit or such longer period as may be required by federal or state law. If litigation is commenced regarding any matters which are the subject of this Agreement, then such records shall be maintained until the litigation is concluded. Required records shall include:

(1) All accounts, property, and personnel records deemed necessary by COUNTY to ensure proper accounting of all Project funds and compliance with this Agreement.

(2) Financial records regarding the following:

(A) Invoices, receipts, and cancelled checks of all items purchased by MIDWAY pursuant to this Agreement;

(B) Bills and invoices for all services purchased by MIDWAY pursuant to this Agreement;

(C) Labor Force account construction including the records indicating name, position, number of hours, and total labor costs.

(D) All capital expenditures in excess of SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00), including a description, model, serial number, cost of acquisition, and date.

(b) MIDWAY shall prepare or cause to be prepared by its accountant a balance sheet, income statement and statement of changes in financial position and provide copies thereof to the CD Administrator within thirty (30) days of completion. Such financial reporting shall be completed for each fiscal year or part thereof during which this Agreement is in effect.

(c) All records, financial statements, and contracts of whatsoever type or nature required by this Agreement shall be available for audit, inspection, and copying in accordance with Chapter 119, Florida Statutes. COUNTY shall have the right to obtain and inspect any audit or other documents pertaining to the performance of the Agreement made by any federal, state, or local agency.

SECTION 11. LIABILITY. Except for any payment specifically set forth herein, COUNTY shall not be liable to any person, firm, entity, or corporation in connection with the services MIDWAY has agreed to perform hereunder, or for debts or claims accruing to such parties against MIDWAY. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm, or corporation supplying any work, labor, services, goods, or materials to

MIDWAY as a result of this Agreement, including consultants, contractors, subcontractors, and vendors who may from time to time be employed by MIDWAY.

SECTION 12. SUBCONTRACTS AND PERFORMANCE BONDS.

(a) All contracts made by MIDWAY to perform the activities described in Exhibit A shall comply with all applicable laws, rules, and regulations set forth in the Agreement. Only contracts and subcontracts for work or services as set forth in Exhibit A are authorized by this Agreement. Any further work or services which MIDWAY wishes to subcontract must be approved in writing by the CD Administrator and may not exceed the financial restraints forth in Section 5 of this Agreement.

(b) All Project consultants, contractors, subcontractors, vendors and material suppliers shall be pre-approved by COUNTY before MIDWAY enters into any contract with such person(s). MIDWAY shall provide COUNTY a copy of the proposed contract(s) at the time approval is sought. COUNTY shall have fifteen (15) days from the date of receipt of the request and the copy of the proposed contract(s) to approve or disapprove the selected person(s). Approval or disapproval shall be in writing and signed by the CD Administrator. COUNTY's failure to timely provide written notice shall be deemed as an approval, and MIDWAY shall then be free to enter into the contract without further delay. MIDWAY shall be fully responsible for the adequacy of services performed and materials provided by Project vendors and contractors and for prompt satisfaction or removal of any liens that may be filed by such persons. Failure to adhere to these

terms shall be a default under this Agreement and shall be grounds for COUNTY to withhold subsequent payments. All contractors shall be properly licensed and subject to the same insurance requirements as MIDWAY under this Agreement.

(c) All consultants, vendors, and contractors shall be required to post a performance bond at least equal to the dollar value of the contracted goods and services. MIDWAY shall furnish the COUNTY with a copy of the subject performance bond(s) in the full amount of the Project costs. The performance bond shall be issued by a reliable surety company in a form acceptable to COUNTY. Said bond shall insure that the time of delivery of goods and services is satisfactorily met, that the work performed and equipment or materials supplied meet all specifications, and that all warranties shall be honored. Such performance bonds shall be payable to both MIDWAY and COUNTY. If at any time after the execution of this Agreement, COUNTY shall deem the surety or sureties to be unsatisfactory, or if for any reason the performance bond ceases to be adequate to cover the performance and payments of the work, MIDWAY shall, at it's own expense if necessary and within fifteen (15) days after receipt of Notice from the COUNTY to do so, furnish additional bonds in such form and amounts and with such sureties as shall be satisfactory to COUNTY.

SECTION 13. INDEMNIFICATION.

(a) MIDWAY shall hold harmless and indemnify COUNTY from and against any and all liability, loss, claims, damages, costs, attorney's fees, and expenses of whatsoever kind, type, or nature which COUNTY may

sustain, suffer, or incur or be required to pay by reason of the following: loss of any monies paid to or on behalf of MIDWAY or whomsoever resulting out of MIDWAY's or its contractor's fraud, defalcation, dishonesty, or failure to comply with applicable laws or regulations; any act or omission of MIDWAY in the performance of this Agreement or any part thereof; a judgment over and above the limits provided by the insurance required hereunder or by any defect in the construction of the Project; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) In the event that any action, suit, or proceeding is brought against COUNTY upon any alleged liability arising out of the Agreement, or any other matter relating to this Agreement, COUNTY shall promptly provide appropriate notice, in writing, to MIDWAY by registered or certified mail, return receipt requested, addressed to MIDWAY at the address provided hereinafter. Upon receiving such notice, MIDWAY, at its own expense and to the extent permitted by law, shall diligently defend against such action, suit, or proceeding and take all action necessary or proper to prevent the issuance of a judgment against COUNTY. COUNTY shall cooperate to a reasonable extent in MIDWAY'S defense of any such action, suit, or proceeding.

(c) The provisions of Section 768.28, Florida Statutes, shall govern matters of sovereign immunity and limited liability for damages with respect to COUNTY.

SECTION 14. INSURANCE.

(a) MIDWAY shall ensure that its insurance coverage or self-insurance program and the insurance coverage of its contracted agents conforms to and complies with all applicable federal, state, and local regulations and is adequate and sufficient to insure all activities performed pursuant to the Agreement against property damage or loss, human injury, and other casualty.

(b) All outside consultants, Project managers, contractors, and subcontractors shall be fully insured in the amounts and types of insurance specified in Exhibit F to this Agreement, which Exhibit is incorporated herein by reference. Proof of such insurance shall be made available to COUNTY upon request.

SECTION 15. NON-ASSIGNABILITY. Neither party shall assign the Agreement without the prior written consent of the other in a document of equal dignity herewith.

SECTION 16. HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 17. PROGRAM INCOME. In the event that any program income is received by MIDWAY as a direct result of the investment of any COUNTY funds awarded under this Agreement during or after the term of the Agreement, MIDWAY shall immediately render such program income to COUNTY for proper accounting in the CDBG fund.

SECTION 18. NON-EXPENDABLE PROPERTY. Any non-expendable personal property acquired by MIDWAY through funds issued by COUNTY pursuant to

this Agreement shall be subject to all federal, state, and local regulations, including, but not limited to, the provisions on use and disposition of property. At the termination of this Agreement, any such property shall be made available to COUNTY and HUD in accordance with the aforesaid provisions.

SECTION 19. REVERSION OF ASSETS. Upon expiration of this Agreement, MIDWAY shall immediately transfer to COUNTY any remaining unused CDBG funds and any accounts receivable attributable to the use of CDBG funds distributed pursuant to this Agreement.

SECTION 20. SUSPENSION AND TERMINATION. In accordance with 24 C.F.R. Sections 84.60-62, COUNTY may immediately suspend or terminate any term or condition hereunder. Notice thereof shall be provided pursuant to this Agreement. This Agreement may also be terminated for reasons of enforcement or convenience in accordance with 24 C.F.R., Sections 85.43 and 85.44 or for cause by COUNTY.

SECTION 21. BREACH. Any failure to comply with the Scope of Services or other terms of this Agreement, including particularly, the timely performance and completion of the Project by the date specified in Section 4 hereof, shall constitute a breach of this Agreement.

SECTION 22. ENFORCEMENT OF AGREEMENT AND REMEDIES. Upon determination that a breach has occurred, COUNTY reserves all legal and equitable rights to enforce this Agreement and/or recover any monies paid to MIDWAY pursuant to this Agreement. Specifically and additionally, COUNTY shall have the following available remedies:

- (a) Immediately terminate the Agreement, with or without notice;

(b) Reallocate the remaining uncommitted funds toward another CDBG program;

(c) Withhold issuance of any further funds, regardless of whether such funds have been encumbered by MIDWAY;

(d) Demand MIDWAY immediately repay any monies expended in accordance with the Agreement;

(e) Require specific performance of the Agreement;

(f) Demand payment and/or performance from the surety, if applicable;

(g) Impose a lien upon any and all of MIDWAY's real or personal property. To create such a lien, COUNTY shall send a letter to MIDWAY demanding refund of any monies expended to MIDWAY pursuant to this Agreement. Said letter shall be recorded in the public records of Seminole County and thereafter shall constitute a lien upon MIDWAY's real and personal property; and/or

(h) Initiation of legal or equitable proceedings in a court of competent jurisdiction.

SECTION 23. CERTIFICATION REGARDING LOBBYING. MIDWAY hereby certifies that to the best of its knowledge and belief:

(a) No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, MIDWAY shall complete and submit a "Disclosure of Lobbying Activities" (Standard Form SF-LLL) or its equivalent as approved by the Office of Management and Budget.

SECTION 24. NOTICE. Whenever either party desires to give notice unto the other, notice may be sent to:

For COUNTY:

CD Administrator
Community Development Office
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For MIDWAY:

President
Midway-Canaan Community Water Association, Inc.
P.O. Box 1322
Sanford, FL 32772-1322

Either of the parties may change the address or person for receipt of notice.

SECTION 25. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement. Both parties agree that they had the opportunity to seek legal

counsel in connection this their review and execution of this Agreement. Accordingly, this Agreement shall not be construed in favor of one party and against the other merely because it was substantially drafted by only one of the parties.

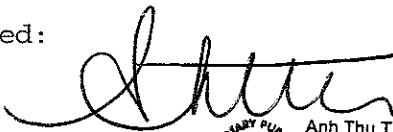
SECTION 26. AMENDMENT. This Agreement may be amended from time to time by mutual agreement of the parties by adoption and execution of a written instrument of equal dignity herewith. The foregoing notwithstanding, a change in the parties designated for Notice pursuant to Section 24 hereof may be made by written notice sent via U.S. Mail to the other party and without the need for formal amendment to this Agreement.

SECTION 27. SEVERABILITY. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of the Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of the Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed:

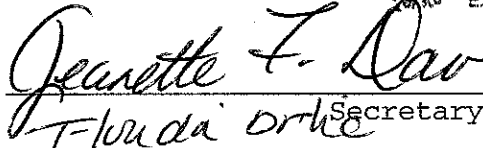
ATTEST:

 9/19/07

MIDWAY-CANAAN COMMUNITY WATER
ASSOCIATION, INC.

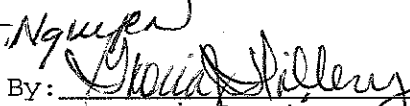


Anh Thu T. Nguyen
My Commission DD304015
Expires March 25, 2008


Jeannette F. Davila
Secretary

CORPORATE SEAL

By:

 9/19/07
Anh Thu T. Nguyen
My Commission DD304015
Expires March 25, 2008
President

Date:

9/19/07

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

Date:

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Project Budget, Including Attachment 1 (Site Plan of Project)
3. Exhibit C - Request for Payment Form
4. Exhibit D - Monthly Report Form
5. Exhibit E - End of Project Report Form
6. Exhibit F - Minimum Insurance Requirements For Contractors

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EXHIBIT A

SCOPE OF SERVICES

Capitalized words and terms herein shall have the same meanings ascribed to them as defined in the attached Agreement.

GENERALLY:

MIDWAY-CANAAN shall replace or repair at least FIVE (5) defective fire hydrants in the Midway Community identified in Attachment A-1 hereto. MIDWAY-CANAAN shall obtain written price quotations from at least three (3) qualified state certified consulting engineers and/or contractors with demonstrated experience in the installation and repair of fire control systems, including hydrants, to prepare Project specifications, cost estimates, and firm quotations based upon existing inspections, reports, and available data for said hydrants. If the selected firm is to serve as project manager separate from the contractor retained to implement the project construction activities, MIDWAY-CANAAN shall also solicit competitive bids from at least three similarly qualified contractors as a precondition to the award of any such contract(s). COUNTY shall direct pay those vendors and contractors selected by MIDWAY for Project costs up to the amount specified in the Agreement and in Exhibit B upon the final inspection and approval of the completed repair or replacement of the five (5) fire hydrants.

SPECIFIC OBLIGATIONS

(a) MIDWAY-CANAAN shall identify the essential components of the Project scope of services related to management and engineering as well as those for construction or repair services. Both phases of such services may be undertaken by one firm or be awarded to two different entities.

(b) Firms selected shall be state certified as required for the professional services to be rendered. A firm selected for Project Management or engineering consultation shall have at least one registered professional engineer among the principal officers of the firm and who will be available to render opinions with respect to the Project. Any firm selected for actual repair or constructions services shall be a State of Florida certified contractor with a minimum of two years experience in the installation, excavation, and repair of fire control/hydrant systems. Each firm hired shall be required to post a performance bond at least equal to the total Project costs under its respective contract. Such bonds shall be payable to MIDWAY-CANAAN and COUNTY in the event of delinquent or failed performance by such contractor. Additionally, selected vendors and contractors shall be insured for the types and amounts of insurance required by Exhibit F to the Agreement.

(c) MIDWAY-CANAAN shall prepare all documents required for price quote solicitation. All written price quotations solicitations shall be submitted to the COUNTY for review and approval as to compliance with the terms hereof and with HUD requirements prior to commencement of the written price quotation process.

(d) MIDWAY-CANAAN shall solicit at least three (3) written price quotations, providing vendors and contractors a specific statement of required licensing, insurance and minimum qualifications for consideration, as well as a detailed description of the Project and deadline for a response to be filed.

(e) Following the close of the written price quotation process period, COUNTY and MIDWAY-CANAAN shall jointly review the written price quotations received and the respondents' qualifications. MIDWAY-CANAAN shall select, upon COUNTY approval, the vendor to be awarded the contract for Project management, design, specifications, and cost estimates as well as the contractor to be awarded the contract for Project work. MIDWAY-CANAAN shall timely prepare (or have prepared) and execute a contract with the selected vendor(s) and contractor(s).

(f) Upon the award of Project contractor(s), representatives of MIDWAY, COUNTY, and the selected contractor(s) shall hold a joint meeting to identify Project manager(s) and supervisor(s) and to discuss particular components, responsibilities, and timelines for Project implementation.

(g) During the term of the Agreement and while the Project is in process, MIDWAY-CANAAN shall complete and file with the COUNTY Monthly Reports in the form of Exhibit C to the Agreement.

(h) At the completion of the Project or the expiration or termination of this Agreement, MIDWAY-CANAAN shall complete and file an End of Project Report in the form of Exhibit D to the Agreement which report shall form the basis for application of COUNTY's CDBG funds allocated under the Agreement. The End of Project Report shall be documented with proof of satisfactory inspection and testing of the fire hydrants indicating compliance with standards NFPA-24 and NFPA-25 as required by Section 633.082, Florida Statutes, as well as compliance with all local code requirements.

(i) Payment for Project costs shall be made by COUNTY upon submission of a completed Request for Payment form, attached as Exhibit C to the Agreement. The Request for Payment must be accompanied by originals or copies of invoices signed by the vendors seeking payment and the president of MIDWAY-CANAAN. Payment by COUNTY shall only be made for those costs which have been properly documented. In no event shall COUNTY pay for any amounts not invoiced by the expiration date of the Agreement or which are for an amount in excess of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00).

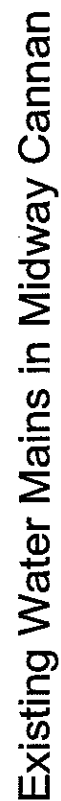


EXHIBIT B

PROJECT BUDGET

Midway-Canaan Community Water Association, Inc.

Fire Hydrant Project

| Activity | Budget |
|------------------------------------------------------------------------------------------------------------------|---------------------|
| Payment for construction activities to Replace/Repair Five (5) Identified Fire Hydrants in the Midway Community. | <u>\$15,000.00</u> |
| TOTAL CDBG 2006-2007 | \$ 15,000.00 |

EXHIBIT C

REQUEST FOR PAYMENT

Midway-Canaan Community Water Association, Inc.

CDBG 2006-2007

Subrecipient: Midway-Canaan Community Water Association, Inc.

Name of Activity: Midway Community Fire Hydrant Project

Mailing Address: 2310 Jitway Street
Sanford, Florida 32772-1322

Contact Person: _____

Payment Request No: _____ Telephone Number: _____

| Activity | (A) Original Budget Amount | (B) Previous Total Paid to Date | (C) Payment Amount this Request | (D) (D Equals B Plus C) This Total equals Paid To Date | (A Minus D) Budget Balance |
|-------------------------|-------------------------------------|------------------------------------------|---------------------------------------------|-----------------------------------------------------------------------|----------------------------------|
| Fire Hydrant Project | \$15,000.00 | \$ | \$ | \$ | \$ |
| TOTAL | \$15,000.00 | \$ | \$ | \$ | \$ |

Attach a copy of all supporting documentation for this Payment Request

Estimated Activity Completion Date: _____

Subrecipient/Interlocal Agreement Required Completion Date: December 31, 2007

Submitted By: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT D

MONTHLY REPORT

Midway-Canaan Community Water Association, Inc.

CDBG 2006-2007

Status Report for Month of _____

SUBRECIPIENT INFORMATION

Subrecipient: Midway-Canaan Community Water Association, Inc.

Mailing Address: 2310 Jitway Street, Sanford, Florida 32772-1322

Person: _____ Contact _____

Telephone _____

NARRATIVE DESCRIPTION OF ACTIVITY STATUS/MILESTONES:

III. BUDGET STATUS

| ACTIVITY | (A) Original Budget Amount | (B) Previous Total Paid to Date | (C) Payments this Month | (D) (D Equals B Plus C) Total Paid to Date | Outstanding Obligations | (A Minus D) Budget Balance |
|-------------------------|----------------------------------|---------------------------------------|-------------------------------|--------------------------------------------------|----------------------------|-------------------------------|
| Fire Hydrant Project | \$15,000.00 | \$ | \$ | \$ | \$ | \$ |
| TOTAL | \$15,000.00 | \$ | \$ | \$ | \$ | \$ |

Any other special accomplishments:

Signed: _____

EXHIBIT E

END OF YEAR REPORT

Midway-Canaan Community Water Association, Inc.

CDBG 2006-2007

Type of service provided: Improve quality/increase quantity of public improvements for lower income persons

HUD IDIS Matrix Code: 03J Water/Sewer Improvements 570.201(c)

Total number of people who now have improved and increased access to this service or benefit: _____

Objective: Suitable Living Environment

Outcome: Sustainability

| White/ Hispanic | Black/ African American/ Hispanic | Asian/ Hispanic | American Indian/Alaskan Native/ Hispanic | Native Hawaiian/ Other Pacific Islander/ Hispanic | American Indian/Alaskan Native & White/ Hispanic | Asian & White/ Hispanic | Black/African American & White/ Hispanic/ | American Indian/Alaskan Native & Black African/ American/ Hispanic | Other Multi-racial/ Hispanic | Female Head of Household |
|--------------------|--------------------------------------------|--------------------|---------------------------------------------------|------------------------------------------------------------------|-----------------------------------------------------------|-------------------------------|----------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------|--------------------------------|
| | | | | | | | | | | |
| | | | | | | | | | | |

Any other special accomplishments:

Signed: _____ Date: _____

COUNTY TO SUPPLY DATA FOR THIS PROJECT

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MIDWAY-CANAAN COMMUNITY WATER ASSOCIATION, INC.
HUD/CDBG 2006-2007

EXHIBIT F
MINIMUM INSURANCE REQUIREMENTS FOR CONTRACTORS

(a) General. Contractor shall, at its own cost, procure the insurance required under this Section.

(1) Contractor shall furnish MIDWAY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability and Commercial General Liability). MIDWAY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that MIDWAY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by Contractor, Contractor shall provide MIDWAY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

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

(4) Neither approval nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of its full responsibility for performance of any obligation including indemnification of MIDWAY for contractor neglect or intentional torts.

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

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

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

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, Contractor shall, as soon as it has knowledge of any such circumstance, immediately notify MIDWAY and immediately replace the insurance coverage provided by the insurance company with a different insurance company

meeting the requirements of this Agreement. Until such time as Contractor has replaced the unacceptable insurer with an insurer acceptable to MIDWAY, Contractor shall be deemed to be in default of its contractual responsibilities.

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

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

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

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

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

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

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

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

| | <u>LIMITS</u> |
|----------------------------------------|----------------------------------------------|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Builder's All Risk Insurance. If the Contract includes construction of or additions to above ground buildings or structures, Builder's Risk coverage must be provided as follows:

(A) Form. Builder's All Risk Coverage. Coverage is to be no more restrictive than that afforded by the latest edition of Insurance Services Office Forms CP 00 20 and CP 10 30.

(B) Amount of Insurance. The amount of coverage shall be equal to one hundred percent (100%) of the completed value of such additions, buildings or structures.

(C) Maximum Deductible: 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 purchaser.

(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 Contractor shall apply on a primary basis and any other insurance or self-insurance maintained by MIDWAY or its officials, officers, or employees shall be in excess of and not contributing to the insurance provided by or on behalf of Contractor.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve Contractor, its employees, or its agents of liability from any other contractual obligations.

**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 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 homes within the affordability period and repaid their mortgage, resulting in \$71,850.00 being returned to the Affordable Housing Trust Fund:

Name**Parcel I.D. Number**

Michael Carlson and Alice Carlson
Bruce H. Figueroa and Alicia Arevelo,
and Anita Ortiz Rivera
Kenneth C. Leary and Teresa Leary
James T. Otwell and Trudy Ann Otwell
Concepcion Perez and Matilde Perez
Lina Y. Schoepflin

10-21-29-515-0000-1420
03-21-30-501-0600-0190
09-21-30-511-0000-0010
04-20-30-501-0200-0120
34-20-30-541-0500-0040
12-21-29-5BD-4800-0060

Total Reimbursed \$71,850.00

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$54,941.00):

Name**Parcel I.D. Number**

Norma Garcia
Lillian R. Gipson
Sadie Holmes

32-20-30-501-0000-0700
32-19-31-505-0C00-0420
18-21-30-501-0200-0120

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 Mortgage

Additionally Reviewed By:

☒ County Attorney Review (Arnold Schneider)

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated January 16, 1998, and recorded in Official Records Book 3359, Pages 0684 through and including 0688, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$9,850.00) (the "Note"), dated January 16, 1998, and recorded in the Official Records Book 3359, Pages 0689 through and including 0691, Public Records of Seminole County, Florida, and that certain Homebuyer Program Assistance Agreement dated December 15, 1997 and recorded in Official Records Book 3359, Pages 0692 through and including 0694, Public Record of Seminole County (the "Agreement") which encumbered the property located at 482 Abba Street, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 142, OAKLAND VILLAGE, SECTION THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 23 AND 24, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

And sometimes also described as:

LOT 142, OAKLAND VILLAGE, SECTION THREE, A SUBDIVISION, ACCORDING TO THE PLAT OR MAP THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 23 AND 24, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 10-21-29-515-0000-1420

(the "Property,") were made by **MICHAEL CARLSON (deceased)** and **ALICE CARLSON**, husband and wife, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer

title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

WHEREAS, the Owners 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, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement and the restrictive use covenants contained therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$9,850.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 28, 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 Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and the 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.

Approved as to form and
legal sufficiency.

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

County Attorney
AWS/jjr 9/12/2007

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 MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated August 29, 1997, and recorded in Official Records Book 3292, Pages 1554 through and including 1558, 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 August 29, 1997, and recorded in the Official Records Book 3292, Pages 1551 through and including 1553, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated August 13, 1997, recorded in Official Records Book 3309, Pages 1618 through and including 1620, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 112 Burgos Road, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 19, BLOCK 6, NORTH ORLANDO 2ND ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 55, 56, AND 57 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 03-21-30-501-0600-0190

(the "Property,") were made by **BRUCE H. FIGUEROA**, a single person; **ALICIA AREVELO**, a single person; and **ANITA ORTIZ RIVERA**, 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 his primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owners sold the Property within the TEN (10) year period; and

WHEREAS, the Owners paid to Seminole County the amounts due and owing under the Mortgage, Note, and Agreement; and

WHEREAS, the Owners 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 TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 23, 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 Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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

AS/jjr
9/10/2007

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 February 27, 1998, and recorded in Official Records Book 3383, Pages 0888 through and including 0892, 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 February 27, 1998, and recorded in the Official Records Book 3383, Pages 0893 through and including 0895, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated February 9, 1998, recorded in Official Records Book 3383, Pages 0896 through and including 0898, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 730 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 1, REPLAT OF A PART OF SEMINOLA PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

LESS: A PART OF LOT 1, REPLAT OF A PART OF SEMINOLA PARK, SECTION 9, TOWNSHIP 21 SOUTH, RANGE 30 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 1 OF THE REPLAT OF A PART OF SEMINOLA PARK AS RECORDED IN PLAT BOOK 14, PAGE 4, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 06°09'03" WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 11.88 FEET;

THENCE NORTH 81°40'07" WEST, 85.45 FEET TO THE WESTERLY LINE OF SAID LOT 1; THENCE NORTH 08°20'03" EAST ALONG SAID LINE 11.87 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 81°39'57" EAST ALONG THE NORTHERLY LINE OF SAID LOT 1 AND THE SOUTHERLY RIGHT OF WAY LINE OF SEMINOLA BOULEVARD, 85.00 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 09-21-30-511-0000-0010

(the "Property,") were made by **KENNETH C. LEARY** and **TERESA LEARY**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his primary residence or dispose of the Property within 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 Owners have sold 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, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 7, 2007 pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole

County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 20____.

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

AWS/jjr
8/22/2007

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 23, 2006, and recorded in Official Records Book 6095, Pages 1175 through and including 1179, 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 23, 2006, and recorded in the Official Records Book 6095, Pages 1180 through and including 1183, Public Records of Seminole County, Florida, which encumbered the property located at 204 Mirror Drive, Sanford, Florida 32773, the legal description and parcel identification for which are as follows:

THE SOUTH 40.00 FEET OF LOT 12 AND THE NORTH 50.00 FEET OF LOT 13, BLOCK 2, LOCH ARBOR, COUNTRY CLUB ENTRANCE SECTION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 71 AND 72 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 04-20-30-501-0200-0120

(the "Property,") were made by **JAMES T. OTWELL** and **TRUDY ANN OTWELL**, 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 TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 13, 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 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.

Approved as to form and
legal sufficiency.

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

County Attorney

AWS/jjr
8/22/2007

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 March 29, 2002, and recorded in Official Records Book 4377, Pages 1051 through and including 1054, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) (the "Note"), dated March 29, 2002, and recorded in the Official Records Book 4377, Pages 1055 through and including 1057, Public Records of Seminole County, Florida, which encumbered the property located at 138 Rhoden Lane, Winter Springs, Florida 32707, the legal description and parcel identification for which are as follows:

LOT 4, BLOCK 5, MOSS PLACE, PB 59, PGS 25 & 26

A/K/A

LOT 4, BLOCK 5, MOSS PLACE, ACCORDING TO THE PLAT THEREFOR AS RECORDED IN PLAT BOOK 59, PAGES 25 AND 26 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-20-30-541-0500-0040

(the "Property,") were made by **CONCEPCION PEREZ** and **MATILDE PEREZ**, 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 TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 20, 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 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
8/30/2007

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 May 17, 1996, and recorded in Official Records Book 3081, Pages 0598 through and including 0601, 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 April 18, 1996, and recorded in the Official Records Book 3081, Pages 0602 through and including 0605, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated April 18, 1996, recorded in Official Records Book 3081, pages 0606 through and including 0608, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 604 East Hillcrest Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

THE EASTERLY 33 FEET OF LOT 7 AND THE WESTERLY 42 FEET OF LOT 6, BLOCK 48, IN SANLANDO THE SUBURB BEAUTIFUL, PALM SPRINGS SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 65 1/2, 66, 67, AND 68, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 12-21-29-5BD-4800-0060

(the "Property,") were made by **LINA Y. SCHOEPFLIN**, 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 THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about August 10, 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____.

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
AS/jjr; 8/22/2007

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 21, 1995, and recorded in Official Records Book 2970, Pages 1971 through and including 1975, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00) (the "Note"), dated September 21, 1995, and recorded in the Official Records Book 2970, Pages 1976 through and including 1978, Public Records of Seminole County, Florida, which encumbered the property located at 782 E. Logan Drive, Longwood, Florida 32750, the legal description and parcel identification for which are as follows:

LOT 70, LONGDALE, ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 13, PAGE 68, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-20-30-501-0000-0700

(the "Property,") were made by **NORMA I. GARCIA**, 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 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 and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note pursuant to Payoff Statement provided to Mortgagee Title Services, Inc. on or about April 23, 2003 which showed a payoff amount of \$-0-,

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

AWS/jjr
8/30/2007

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 MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 28, 1997, and recorded in Official Records Book 3558, Page 1477, Public Records of Seminole County, Florida; a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 28, 1997, and recorded in Official Records Book 3304, Pages 1139 through 1141, Public Records of Seminole County, Florida; and a Mortgage Subordination Agreement dated December 11, 1998, and recorded in Official Records Book 3652, Page 0360 through 0361, Public Records of Seminole County, Florida (hereinafter the "Agreements"), which encumbered the property located at 2520 E. State Road 46, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 42, BLOCK "C", A.B. STEVENS'S ADDITION TO MIDWAY,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
7, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

Parcel Identification Number: 32-19-31-505-0C00-0420

(the "Property,") was made by **LILLIAN R. GIPSON**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least TEN (10) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AWS:jjr
9/10/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated February 19, 2002, and recorded in Official Records Book 4330, Page 0929, Public Records of Seminole County, Florida, and an unrecorded Seminole County Emergency Repair Housing Program Grant Agreement dated February 19, 2002, (hereinafter the "Agreements"), in the amount of FIVE THOUSAND FOUR HUNDRED FORTY-ONE AND NO/100 (\$5,441.00), which encumbered the property located at 1280 Amanda Street, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 13, BLOCK 2, LAKEVIEW, ACCORDING TO THE PLAT THEREOF
AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC RECORDS OF
SEMINOLE COUNTY, FLORIDA.

And sometimes also described as:

LOTS 12, 13 AND 14, BLOCK 2, LAKEVIEW, ACCORDING TO THE
PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 14, PUBLIC
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 18-21-30-501-0200-0120

(the "Property,") was made by **SADIE HOLMES**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ____ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AWS:jjr
8/31/2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release of Water and Sewer Cash Maintenance Bond - Fountainhead

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,886.00 for the project known as Fountainhead.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

The following project has satisfactorily completed the two (2) year maintenance inspection by the Water and Sewer Division.

Release Cash Maintenance Bond (Fountainhead HOA) in the amount of \$1,886.00 for water and sewer which was accepted by submission into County Records Memorandum dated October 21, 2005 for the project known as Fountainhead.

STAFF RECOMMENDATION:

Staff recommends that the Board approve the release of the original Water and Sewer Cash Maintenance Bond in the amount of \$1,886.00 for the project known as Fountainhead.

ATTACHMENTS:

1. Cash Maintenance Bond

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

ENVIRONMENTAL SERVICES DEPARTMENT



September 7, 2007

Fountainhead Home Owners Assoc.
David Bordui
1733 Fountainhead Dr
Lake Mary, FL 32746

Re: Cash Maintenance Bond

Project Name: Fountainhead
CK# 1186
Amount: \$1,886.00
District #5

To Whom It May Concern:

Pursuant to Seminole County's Land Development Code (LDC) requirements, Chapter 35, Part 8, Sec. 35.902 (H) (1,2) the County conducted an inspection of the referenced project on 9/06/07 to insure that any maintenance problems or design deficiencies which manifested themselves during the maintenance period were addressed prior to expiration of the Bond.

As of 9/06/07, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Cash Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith
Sr. Utilities Inspector

c: Project File

WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned FOUNTAINHEAD H.O.A., as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of one thousand eight hundred & eighty six DOLLARS (\$1886), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by reference, does bind FOUNTAINHEAD H.O.A., respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the water and sewer improvements made as shown on Subdivision Plans and Specifications dated MAY, 2004 including surveying, engineering, and land clearing, for FOUNTAINHEAD Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED OCT. 6, 2005.

1733 FOUNTAINHEAD DR.
Address
LAKE MARY, FL 32746

DAVID J. BORDUI (PRINCIPAL)
By: [Signature] (Signature)
Its PRES/SEC/TREASURER (Title)

[CORPORATE SEAL]

RETURN TO SANDY MCCANN

ESCROW AGREEMENT
(Water and Sewer Improvements)

THIS AGREEMENT is made and entered into this 6 day of OCTOBER, 2005, between FOUNTAINHEAD H.O.A., hereinafter referred to as "DEVELOPER," Developer of FOUNTAINHEAD Subdivision, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, hereinafter referred to as "COUNTY".

WITNESSETH:

1. The DEVELOPER hereby deposits in escrow with the COUNTY, the sum of one thousand eight hundred forty DOLLARS (\$1846) to guarantee that all water and sewer improvements set forth on plans and specifications for the above subdivision will be fully completed and paid for.

2. The COUNTY agrees to hold said funds and to pay same out in the following manner:

(a) To the DEVELOPER upon request and upon proof satisfactory to the COUNTY that work has progressed satisfactorily to the phase of development for which the payment is made, said proof to include a certificate to that effect signed by the DEVELOPER and the COUNTY's Director of Environmental Services and upon proof satisfactory to the COUNTY that all bills therefor have been paid to date, including, but not limited to, bills for surveying, engineering and land clearing, and work and material used in the construction of water and sewer distribution systems which are included in the plan of development.

(b) Upon a determination that any portion or all of the said improvements have not been performed by the DEVELOPER within 730 calendar days from the date of this Agreement, the COUNTY is hereby authorized, but not obligated, to take over and perform any such uncompleted work and to use for such purposes the funds so deposited in escrow.

(c) The COUNTY is authorized to pay any bills for said improvements upon proof satisfactory to the COUNTY that such claims are just and unpaid and the DEVELOPER hereby consents to any such payments and authorizes and ratifies any such action on the part of the COUNTY and agrees to protect and save harmless the COUNTY from any claims of any person whomsoever on account of any improvements which have not been completed or for which payment has not been made.

(d) Ten percent (10%) of the entire escrow deposit shall be held by the COUNTY pending final completion of improvements and certification by the DEVELOPER's engineer and the COUNTY's Director of Environmental Services that the improvements have been completed satisfactorily and that all work and materials have been paid in full.

(e) Upon the COUNTY's determination that all work has been satisfactorily completed and all bills for work and materials paid, the COUNTY shall return to the DEVELOPER any funds remaining in the escrow account.

THIS AGREEMENT, signed and sealed, the day and year above written.

ATTEST:

David J. Borduz

By: DAVID J. BORDUZ

(CORPORATE SEAL)

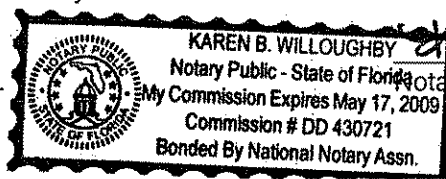
Date: 10/06/2005

State of Florida
County of Seminole

I HEREBY CERTIFY that, on this 6th day of October, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David James Borduz and , as President and Secretary, respectively, of Mountainhead, a H.O.A. organized under the laws of the State of Florida, who are personally known to me or who have produced Fla. Driver's License as identification and that ~~they did take an oath.~~ They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

H.O.A.

NOTARY SEAL



Karen B. Willoughby
Notary Public Signature

WITNESSES:

DEPARTMENT OF PUBLIC WORKS
UTILITIES DIVISION
SEMINOLE COUNTY, FLORIDA

[Signature]

Utilities Manager

Date: 10/19/05

Within authority delegated by the County Manager pursuant to Resolution No. 97-R-66 adopted March 11, 1997 and further delegated by Memorandum dated March 27, 1997, Re: Streamlining of Development-Related Agenda items and approved on April 2, 1997.

**Seminole County Water & Sewer
CONNECTION FEES**

Name _____
Address FOUNTAINHEAD HOA
City _____
Phone _____

Subdivision _____ System _____
No. _____
Lot No. _____ Street _____ Work Order No. _____

PLEASE PLACE INTO ESCROW FOR THE
FOUNTIANHEAD WATERMAIN EXTENSION IN THE
AMOUNT OF 1,886.00. THIS IS FOR THE
(2) TWO YEAR MAINT. BOND

PAID:

| | | |
|-----------|----|----------|
| Misc. | \$ | 1,886.00 |
| Water | \$ | |
| Sewer | \$ | |
| Subtotal | \$ | |
| Meter Set | \$ | |
| Subtotal | \$ | |
| Deposit | \$ | |
| Total | \$ | 1,886.00 |

✓ # 1186

By B. NOGGLE  Date 10/6/05

24 Hour Advance Notice Required Before Pick Up.
Consumers: 678-8896 - Winter Park
Greenwood: 321-0349 - Lake Mary

White copy - office copy Green copy - finance Canary - deposit copy
Pink - consumer copy Goldenrod - development file copy

Utility Agreement _____

BCC Approved _____

BCC Pending Approval x

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement

DEPARTMENT: Environmental Services

DIVISION: Water and Sewer

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement.

District 5 Brenda Carey

Gary Rudolph

BACKGROUND:

As part of the St. Johns River Water Management District Consumptive Use Permit (CUP) Number 8230 condition 22 for the Northwest Services Area of Seminole County, it states one of many options that included "selling reclaimed water to other users, such as golf courses, for their use in meeting landscape irrigations needs that will offset the use of groundwater". Additionally the CUP for the Heathrow Golf course had a condition recommending the use of reclaimed water to offset their groundwater use.

To meet these needs the County and the Heathrow Golf Course went into negotiations to see if there was an acceptable agreement that could be beneficial to both parties. This agreement provides for the County to receive real property known as Well Number Three which is presently used to augment their irrigation ponds and the groundwater allocation that goes with the well. In return the County will allow the Golf Course to hook up to the reclaimed water line and receive 10 years of free reclaimed water and future reclaimed water for ½ price from there after.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement.

ATTACHMENTS:

1. Agreement
2. Atty Aprvl Ltr

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

SEMINOLE COUNTY AND HEATHROW COUNTRY CLUB PURCHASE
AND
RECLAIMED WATER 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 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and HEATHROW COUNTRY CLUB, L.L.C., a Florida limited liability company, whose address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter referred to as "HEATHROW".

W I T N E S S E T H:

WHEREAS, HEATHROW, owns lands located in Seminole County, Florida, as described in Exhibit A and shown on the Sketch of Description in Exhibit B attached hereto and by reference made a part hereof, hereinafter referred to as Property, and has developed the Property as a recreational country club facility; and

WHEREAS, COUNTY is the owner and operator of a utility system which includes, but is not limited to, sanitary sewage collection, treatment, reclaimed water and disposal services; and

WHEREAS, HEATHROW and the COUNTY mutually agree to the receipt and provision of reclaimed water service to the Property as further described herein; and

WHEREAS, the COUNTY is willing to provide reclaimed water service to the Property and thereafter to operate the COUNTY's utility facilities so that HEATHROW will receive reclaimed water service from



COUNTY for golf course and landscape irrigation purposes only in accordance with the provisions of this Agreement; and

WHEREAS, the Board of County Commissioners (BCC), has the authority to purchase real and personal property pursuant to Chapter 125, Florida Statutes.

NOW, THEREFORE, for and in consideration of the premises and the mutual undertakings and agreements herein contained and assumed as attachments hereto, HEATHROW and COUNTY hereby covenant and agree as follows:

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

SECTION 2. DEFINITIONS. The following definitions of terms used in this Agreement shall apply unless the context indicates a different meaning:

(a) "Heathrow's Point of Delivery" - The point where the reclaimed water service enters HEATHROW's Property or the point of connection of HEATHROW's installation to the COUNTY's system pursuant to Section 6.

(b) "Facilities" - See Utility Facilities.

(c) "FDEP" - The Florida Department of Environmental Protection, or its successor agency.

(d) "GPD" - Gallons per day.

(e) "Installation" - See Utility Facilities.

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(f) **"Property"** - The land described in Exhibit A and shown on the survey in Exhibit B attached hereto.


(g) **"Service"** or **"Utility Service"** - The readiness and ability of the COUNTY to furnish and maintain reclaimed water service to the point of delivery.

(h) **"Service Rates"** or **"Rates"** - The COUNTY's existing and future schedules of rates and charges for reclaimed water service, including meter set fees, and all other fees and charges which from time to time are in effect pursuant to ordinances, resolutions or policies adopted by COUNTY. The schedules of Service Rates shall be of general and uniform application within the COUNTY-wide water and sewer utility system.

(i) **"Utility Facilities"** or **"Facilities"** or **"Installations"** - Utility facilities means and includes all equipment, fixtures, pumps, lines, pumping stations, laterals, service connections, and appurtenances together with all real property, easements and rights-of-way necessary to provide reclaimed water service to the Property whether located on-site or off-site. The words "Utility Facilities," "Water Facilities," "Facilities," or "Installations" shall be interchangeable unless otherwise indicated by the context.

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide reclaimed water service to the Property is up to 450,000 gallons per day based upon a rolling annual average, which is estimated to supply reclaimed water to approximately 250.37 acres of the Property. Capacity allocation is subject to the FDEP

(Section 403.021, Florida Statutes, and Chapter 62, Florida Administrative Code) approval of applicable permits for the Property. Should FDEP refuse to issue applicable permit(s) solely because capacity is not available, HEATHROW may request COUNTY to rescind the allocation of capacity.

SECTION 4. AGREEMENT TO SERVE. Upon the completion of construction of reclaimed water facilities, if any, by HEATHROW, satisfactory inspection and issuance of the final letter of acceptance by COUNTY, and subject to the terms of this Agreement, COUNTY agrees to permit connection of the reclaimed water facilities installed by HEATHROW to the central facilities of COUNTY and to provide reclaimed utility service in accordance with the terms and intent of this Agreement. Such connections shall at all times be in accordance with rules, regulations and orders  of the applicable governmental authorities. COUNTY agrees that once HEATHROW has connected to COUNTY's facilities, COUNTY will provide reclaimed water service to the Property subject to continued compliance by HEATHROW with all applicable COUNTY requirements for such service.

SECTION 5. COVENANT NOT TO OBSTRUCT. HEATHROW covenants and agrees that it will take no action to impugn the integrity of or adversely affect COUNTY's wastewater, water, or reclaimed water systems. HEATHROW further covenants that the Property shall not be used in a manner whereby the rights granted to COUNTY herein are directly or indirectly frustrated or adversely impacted.

SECTION 6. RECLAIMED WATER FACILITIES.

(a) The term "reclaimed water facilities" means and includes all reclaimed water distribution and supply mains, lines and pipes, meters, timers and related facilities, if any, adequate in size and design to serve the Property or as otherwise required by COUNTY. Such reclaimed water facilities shall be constructed and installed in accordance with federal, state and local laws, rules, regulations and ordinances and Chapter 62, Florida Administrative Code, and the master plans of the COUNTY as they relate to the water utility system. HEATHROW shall install all the reclaimed water facilities at its sole expense and in accordance with the plans, specifications and other pertinent documents approved by COUNTY. HEATHROW shall construct the reclaimed water facilities in accordance with Section 7, "Procedures for Construction of Facilities" herein.

(b) The COUNTY's "Water Reuse Program Guidelines," hereinafter referred to as the "Guidelines," are hereby incorporated herein by reference. HEATHROW agrees to operate and maintain the facilities in compliance with the requirements and conditions set forth in the Guidelines. HEATHROW further agrees to maintain a copy of the Guidelines on-site and available for use by the person(s) responsible for daily operation and maintenance of the facilities. All plans, specifications, drawings, designs, and contracts relating in any way to the completion, installation or location of the facilities shall be subject to the COUNTY's prior approval. The COUNTY shall cause all documents to be reviewed within a reasonable time. The plans for the

GPA

installation of the facilities are attached hereto and incorporated herein as Exhibit C. The Point of Delivery between the facilities and the COUNTY's utility system shall be the meter. HEATHROW shall connect the facilities to the COUNTY's reclaimed water facilities.

SECTION 7. PROCEDURES FOR CONSTRUCTION OF FACILITIES. HEATHROW agrees that construction of reclaimed water facilities as defined in Section 6 shall be in accordance with the following requirements:

(a) HEATHROW shall submit applicable FDEP permit applications to COUNTY for signature prior to submission of permit application to FDEP. HEATHROW shall make application to COUNTY for Underground Utility Permits and any other applicable permits such as Right-of-Way Use Permits upon receipt of an approved permit from FDEP.

(b) It shall be HEATHROW's responsibility to ensure that all construction and installation fully meet approved Plans, permits and applicable requirements of federal, state and local law and, upon completion, that the installation functions satisfactorily for the purpose for which it was designed.

SECTION 8. RECLAIMED WATER METER. A reclaimed water meter and enclosures necessary to serve the Property shall be installed by HEATHROW at the Point of Delivery. COUNTY shall designate the type, quality and size of said meter and enclosures and the costs thereof and associated installation charges shall be paid by HEATHROW. The reclaimed water meter and enclosures shall remain the property of COUNTY.

GPA


SECTION 9. WATER QUALITY, DEMAND, AND SUPPLY. The COUNTY shall deliver reclaimed water that is of a quality consistent with the requirements of public access treatment levels as defined in Chapter 62, Florida Administrative Code, or its successor provision, and in a manner consistent with all applicable Federal, State and local laws and regulations, including, but not limited to, signage and noticing requirements. The COUNTY shall monitor chlorine and turbidity levels and otherwise sample the water in accordance with all applicable Federal, State and local laws and regulations. HEATHROW shall provide and maintain any pressure reducing or increasing equipment necessary to operate the facilities compatible with the pressure provided at the point of connection. Without implying or expressing any guaranteed daily flow, the COUNTY agrees to provide and HEATHROW covenants and agrees to accept between the hours of 10:00 a.m. and 4:00 p.m., approximately 120,000 gallons per day of reclaimed water for use on the Property based upon an annual average daily flow upon the Property. The aforementioned reclaimed water allocation may be exceeded up to the total amount of 450,000 gallons per day, provided there is excess reclaimed water available. The parties understand and acknowledge that the daily flow shall depend on diverse operating factors associated with the parties' operations such as, by way of illustration and not limitation, climatic conditions, regulatory requirements, supply availability, and public health, safety and welfare requirements, supply availability, and public health, safety and welfare requirements as determined by the parties. HEATHROW

612

covenants and agrees not to cause or allow any cross connections of reclaimed water and potable water and HEATHROW further covenants and agrees to provide a positive disconnect from any and all existing well systems or other water supplies that could allow backflow of reclaimed water into a potable water source.

SECTION 10. OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM. The COUNTY agrees to operate and maintain in good operating condition the COUNTY's facilities up to the Point of Delivery to the facilities. HEATHROW agrees to maintain the facilities in good operating condition on the Property in compliance with applicable Federal, State and local laws, rules and regulations.

SECTION 11. LIABILITY.

(a) The provisions of Section 403.135, Florida Statutes, are incorporated herein by reference  as if fully set forth herein verbatim. HEATHROW's liability shall be limited in accordance with said provisions of statutory law.

(b) All approvals granted by the COUNTY under the terms of this Agreement are for the use and benefit of the COUNTY only. No review or approval process by the COUNTY shall relieve HEATHROW of any liability that may arise from the use of any document or plan approved nor shall the COUNTY be deemed liable in any way based upon the approval or non-approval of any document or plan. All reviews by the COUNTY are solely for the purpose of determining operational acceptability by the COUNTY and for no other purpose whatsoever. Nothing in this Agreement shall be construed as a waiver, partial or



complete, of the COUNTY's sovereign immunity. HEATHROW shall comply with any and all directions from the COUNTY pertaining to protection of human or animal health and the environment, said directions including, but not being limited to, all Federal, State and local laws, rules, and regulations, generally, and specifically, requirements as to signage, labeling as required by law, the prevention of cross connection or any other act or omission that could cause human consumption or any other non-authorized use of reclaimed water, and prevention of the use of reclaimed water for any other purpose besides use in the facilities. This Agreement shall not be construed as conveying any right or interest to any third party who is not a party to this Agreement from either HEATHROW or the COUNTY and is for the benefit of the parties hereto only and their heirs, successors and assigns.

SECTION 12. COUNTY'S EXCLUSIVE RIGHT TO UTILITY FACILITIES. Any person or entity owning any part of the Property or any building or unit constructed or located thereon, shall not have any right, title, claim or interest to the COUNTY's reclaimed water facilities for any purpose, including the furnishing of reclaimed water services to others located within or beyond the limits of the Property.

SECTION 13. EXCLUSIVE RIGHT TO PROVIDE SERVICE. HEATHROW shall not engage in the business of providing reclaimed water service to the Property. HEATHROW hereby grants COUNTY the sole and exclusive right to provide reclaimed water services to the Property.



SECTION 14. SERVICE RATES. Notwithstanding the service rates enumerated in Section 2 of this Agreement and as consideration for HEATHROW's conveyance of real and personal property to the COUNTY as described in Exhibits A and B, HEATHROW shall receive from the COUNTY reclaimed water service for use on the Property at no charge for a period of ten (10) years from the date of execution of this Agreement. Subsequent to that initial ten (10) year period, COUNTY shall charge HEATHROW for reclaimed water service the rate of one half of COUNTY's bulk reclaimed water rate in effect at that time. COUNTY reserves the right to withhold or disconnect service at any time the service rates are not paid on a current basis within thirty (30) days after the same are billed; provided that written notification of such delinquency has been made by COUNTY to HEATHROW. HEATHROW hereby agrees to save and hold harmless COUNTY for any loss or damages resulting from the exercise of this right.

The service to the Property shall be subject to such other regulations from time to time imposed on COUNTY with respect to the operations of its water and sewer systems, and except as limited by such regulations, the amounts of utility deposits, billing practices and times, liability for damage to COUNTY's Property and rate changes shall be exclusively within the discretion and control of COUNTY. The COUNTY shall, if needed in an emergency situation, augment HEATHROW's reclaimed system through the facilities transferred hereunder.

SECTION 15. SERVICE. HEATHROW shall be responsible for connecting to the meter and/or lines of COUNTY system at the Point of



Delivery. The cost of construction, operation, maintenance, repair or replacement of facilities on the Property shall be the responsibility of HEATHROW and not the COUNTY.

SECTION 16. INSPECTION. COUNTY may, at its option and without notice, inspect HEATHROW's utility facilities at all times whether before or after acceptance of same by the COUNTY. COUNTY, by inspecting or not inspecting to any extent whatsoever, shall not assume responsibility for the construction or installation of HEATHROW's utility facilities and shall in no way be deemed to waive any rights available to COUNTY for defaults on the part of HEATHROW, or to consent to any defects, omissions or failures in the design, construction and installation of DEVELOPER's utility facilities.

SECTION 17. RELOCATION OF UTILITY FACILITIES. Any relocation of utility facilities required for HEATHROW's convenience or necessity shall be done at HEATHROW's expense provided such relocation can be accomplished without adverse impact on any other part of the facilities or other consumers.

SECTION 18. TITLE TO INSTALLATIONS CONSTRUCTED BY DEVELOPER. As a condition precedent to the right to connect any installations to COUNTY's Utility System, HEATHROW shall convey title to as much of those installations, including real property, easements and rights-of-way as are required by COUNTY. Additionally, HEATHROW shall, as conditions precedent to connection to COUNTY's Utility System, convey certain property, attached hereto and incorporated herein as Exhibit D Warranty Deed, and all infrastructure associated with said property as



depicted in the Bill of Sale, attached hereto and incorporated herein as Exhibit E. Further, HEATHROW shall, as a condition precedent to connection to the COUNTY's Utility System assign or cause to be assigned or transferred to the COUNTY in accordance with Rules 40C-1.612 and 2.351, Florida Administrative Code, the portion of Consumptive Use Permit Number 8258, the Heathrow PUD Golf Course which includes the potable water well and appurtenant infrastructure located on the real property conveyed to the COUNTY pursuant to subsection (c) herein and all rights and interests therein. Said Consumptive Use Permit was issued to HEATHROW by the St. Johns River Water Management District on October 10, 2006. A copy of said Assignment is attached hereto and incorporated herein as Exhibit F.

(a) Time and Place of Conveyance. Unless otherwise agreed upon in writing, conveyance shall be made when the COUNTY is prepared to commence delivery of reclaimed water service to the Property. HEATHROW shall deliver the necessary instruments of conveyance as set forth in subsection (c) hereinbelow, properly executed, together with funds sufficient to pay all costs of conveyance and recording. Delivery shall be made to the COUNTY's Utilities Manager at the address shown herein for delivery of notices. Acceptance of the conveyance by the COUNTY shall not become final until the Board of County Commissioners duly accepts same. Upon a vote to accept conveyance by the COUNTY Commission, the instruments of conveyance will be recorded by COUNTY in the public records of Seminole County and the COUNTY's obligations to provide service in accordance with this Agreement shall commence.



(b) Assurance of Title. HEATHROW shall, at its expense, deliver to COUNTY a title insurance policy or an opinion of title with respect to the Property confirming HEATHROW's legal right to grant the deeds, easements and exclusive rights of service contained in this Agreement as a condition precedent to COUNTY's provision of reclaimed water service.

(c) Conveyance.

(1) HEATHROW shall convey all of its interest in the real property and installations to be conveyed to COUNTY by Warranty Deed, Bill of Sale, Easements, Endorsement, Assignments, Affidavits of No Liens or other good and sufficient instruments of transfer and conveyance, including necessary permits, as shall be effective to vest in COUNTY good and marketable title to the installations free and clear of all liens and encumbrances. Transfer of all manufacturers' and contractors' warranties, maintenance books and construction contracts shall be conveyed by unconditional assignment by HEATHROW. HEATHROW shall remain secondarily liable on such warranties and hereby agrees to indemnify and save harmless the COUNTY from any losses, damages, costs, claims, suits, debts or demands by reason of latent defects in the installations which could not have been reasonably discovered upon normal engineering inspection, for a period of two (2) years from the date of acceptance by the COUNTY, if any, of said utility installations.

(2) Real and personal property taxes for the property described in Exhibit D if any, shall be the responsibility of HEATHROW



and prorated as of the dated of closing. Any corrective instruments required in connection with perfecting HEATHROW's title shall be prepared and recorded by HEATHROW prior to closing.

(3) HEATHROW, to the best of its knowledge and with respect to the property described in Exhibit D only, hereby represents and warrants to COUNTY the following:

(i) The property and all uses of the property have been and presently are in compliance with all federal, state, and local environmental laws except as herein disclosed to COUNTY.

(ii) No hazardous substances have been generated, stored, treated, or transferred on the property, except as herein disclosed to COUNTY.

(iii) HEATHROW has no knowledge of any spill or violation of any environmental law or regulation on any property contiguous to or in the vicinity of the property except as herein disclosed to COUNTY.

(iv) HEATHROW has not received or otherwise obtained knowledge of any spill or contamination on the property, any existing or threatened environmental lien against the property, or any lawsuit, proceeding, or investigation regarding the handling of hazardous substances on the property except as herein disclosed to COUNTY.

(v) This Agreement contains no disclosures contemplated by this paragraph. HEATHROW representations contained in this paragraph shall survive the closing.



(d) Manuals. HEATHROW shall provide COUNTY will all operation, maintenance and parts manuals necessary for the operation and maintenance of the installations.

SECTION 19. NOTICES. Any payment or notice required or permitted hereunder shall be in writing and be deemed properly made when hand delivered to the official hereinafter designated, or upon actual receipt when deposited in the United States mail, postage prepaid, addressed as set forth herein, or at such other address as shall have been specified by written notice to the other party delivered in accordance herewith:

For COUNTY: SEMINOLE COUNTY
ATTN: Department of Environmental Services
1101 East First Street
Sanford, Florida 32771

For HEATHROW: HEATHROW COUNTRY CLUB, LLC
Attn: General Counsel
1275 Lake Heathrow Lane
Heathrow, Florida 32746

SECTION 20. COSTS AND ATTORNEY'S FEES. In the event COUNTY or HEATHROW brings an action to enforce this Agreement by court proceedings or otherwise, each party shall be responsible for its own costs and expenses so incurred, including all attorneys fees, if applicable.

SECTION 21. INTERPRETATION. HEATHROW and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement.



SECTION 22. ASSIGNMENT. This Agreement may not be assigned by HEATHROW without the prior written consent of COUNTY, which shall not be unreasonably withheld, provided HEATHROW's successor or assign expressly assumes HEATHROW's obligations hereunder by execution of this Agreement. Capacity allocated hereunder may not be sold or assigned to any other property whether owned by HEATHROW excluding the existing sale of water solely for irrigation purposes to the Heathrow Master Association, Inc.

SECTION 23. STRICT COMPLIANCE. Failure to insist upon strict compliance of any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver thereof, nor shall any waiver of any right hereunder at any one time be deemed a waiver of such right at any other time.

SECTION 24. TIME OF THE ESSENCE. Time is hereby made of the essence of this Agreement in all respects.


SECTION 25. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter thereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.



SECTION 26. INDEMNIFICATION. HEATHROW shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or any act of omission in any manner related to said services irrespective of negligence, actual or claimed, upon the part of the COUNTY, its commissioners, officers, agents or employees. This Agreement by HEATHROW, to indemnify and hold the COUNTY harmless shall include all charges, expenses and costs, including attorneys' fees, incurred by the COUNTY on account of or by reason of such injuries, damages, liability, claims, suits or losses and on damages growing out of same.

SECTION 27. COUNTERPARTS AND HEADINGS. This Agreement may be executed simultaneously and in  any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

SECTION 28. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby 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. EFFECTIVE DATE. This Agreement shall be effective upon proper execution by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement with the named exhibits attached to be executed on the day and year first above written.

WITNESSES:

[Signature]
Signature

Paul Roeker
Print Name)

HEATHROW COUNTRY CLUB, a Florida limited liability company

By: [Signature]
GEORGE APOSTOLICAS
Managing Member

Date: July 20, 2007

Maria M. Catineau
Signature

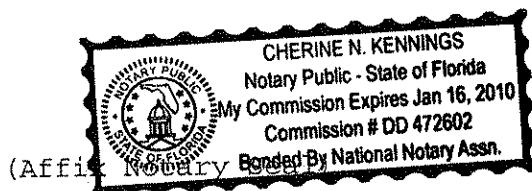
MARIA M. CATINEAU
(Print Name)



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared GEORGE APOSTOLICAS, the Managing Member of Heathrow Country Club, LLC, a Florida Limited Liability company, who is duly authorized to execute the foregoing on behalf of the corporation and who is personally known to me or who produced his Florida Driver's License as identification and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of July, 2007.



[Signature]
Notary Public; State of Florida
Chérine N. Kennings
Printed Name

[Handwritten mark]

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 its _____,
2007, regular meeting

Approved as to form and
legal sufficiency.

County Attorney

SED/sb/lpk
10/26/06 6/11/07 6/13/07 7/9/07
Attachments:

- Exhibit A - Legal Description
- Exhibit B - Sketch of Description
- Exhibit C - Facility Installation Plans
- Exhibit D - Warranty Deed (Heathrow Well Site)
- Exhibit E - Bill of Sale
- Exhibit F - Consumptive Use Permit No.

P:\USERS\SDIETRICH\ENVIRONMENTAL SVCS\HEATHROW RECLAIMED WATER AGMT.DOC

LEGAL DESCRIPTION

A tract of land being a portion Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at a the most Easterly corner of Lot 17, of the plat *CLUBSIDE AT HEATHROW*, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida; thence N.50°10'03"E., a distance of 51.84 feet; thence N.04°15'05"E., a distance of 30.40 feet to a point at the Northeast corner of Tract "B", of the aforesaid plat *CLUBSIDE AT HEATHROW*; thence N.52°50'50"E., a distance of 293.20 feet; thence S.74°35'39"E., a distance of 72.86 feet; thence N.15°24'36"E., a distance of 49.99 feet; thence N.69°55'37"W., a distance of 182.18 feet to the **POINT OF BEGINNING**; thence S.12°46'06"W., a distance of 25.64 feet; thence N.74°31'13"W., a distance of 20.02 feet; thence N.12°46'06"E., a distance of 27.26 feet; thence S.69°55'37"E., a distance of 20.16 feet to the **POINT OF BEGINNING**.

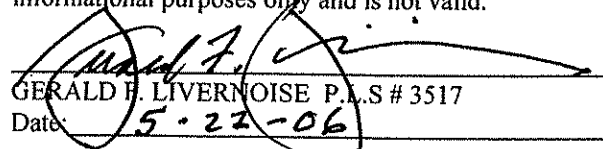
Containing 529 square feet or 0.012 acres, more or less.

T06-C82

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

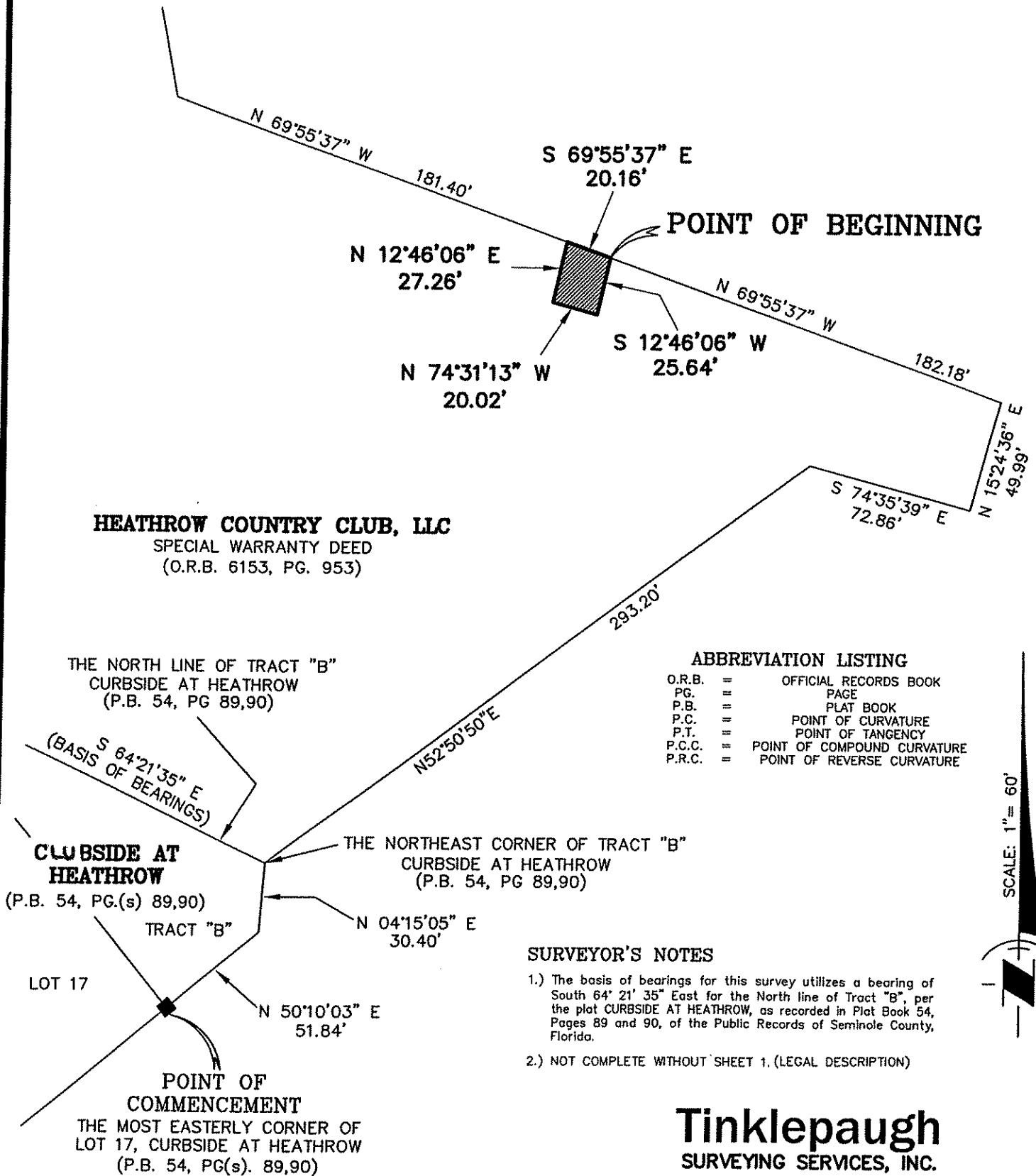
This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


GERALD F. LIVERNOISE P.L.S # 3517
Date: 5-22-06

ATTACHMENT B

SKETCH OF DESCRIPTION

— NOT A SURVEY —



ABBREVIATION LISTING

| | | |
|--------|---|-----------------------------|
| O.R.B. | = | OFFICIAL RECORDS BOOK |
| PG. | = | PAGE |
| P.B. | = | PLAT BOOK |
| P.C. | = | POINT OF CURVATURE |
| P.T. | = | POINT OF TANGENCY |
| P.C.C. | = | POINT OF COMPOUND CURVATURE |
| P.R.C. | = | POINT OF REVERSE CURVATURE |

SURVEYOR'S NOTES

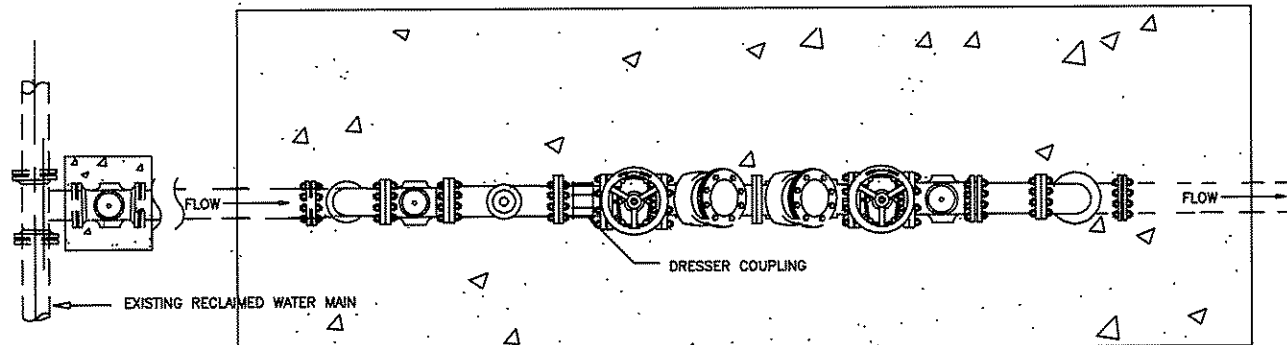
- 1.) The basis of bearings for this survey utilizes a bearing of South 64° 21' 35" East for the North line of Tract "B", per the plat CURBSIDE AT HEATHROW, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida.
- 2.) NOT COMPLETE WITHOUT SHEET 1. (LEGAL DESCRIPTION)

SCALE: 1" = 60'

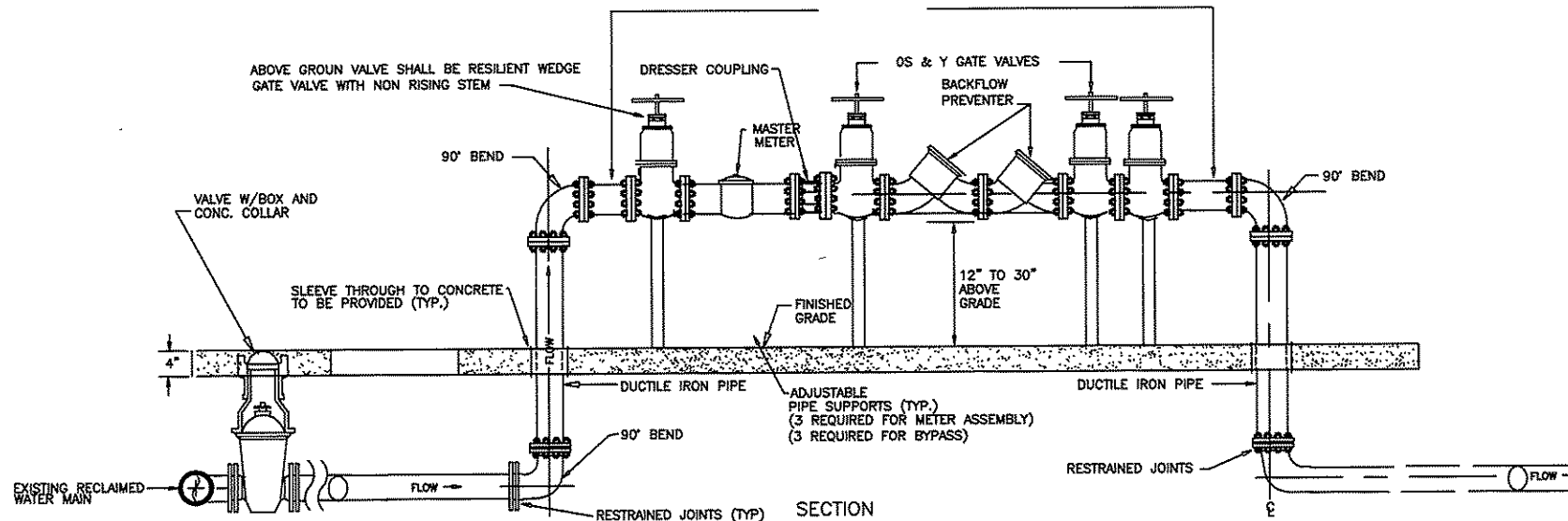
Tinklepaugh
SURVEYING SERVICES, INC.

379 W. Michigan Street, Suite 208 • Orlando, Florida 32806

Tele. No. (407) 422-0957 Fax No. (407) 422-6915
LICENSED BUSINESS No. 3778



PLAN



SECTION

NOTES:

1. THE OWNER/CUSTOMER, 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, LABOR, AND APPURTENANCES SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
2. THREE (3) INCH METERS AND ABOVE SHALL BE ABOVE GROUND INSTALLATIONS.
3. 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 SHALL BE MECHANICAL RESTRAINED JOINT ENDS.
4. PIPING AND APPURTENANCES SHALL BE PAINTED PANTONE PURPLE 522C. PVC PIPE SHALL BE COLORED FROM THE FACTORY WITH PANTONE PURPLE 522C USING LIGHT STABLE COLORANTS.
5. BACKFLOW PREVENTER REQUIREMENTS, SHALL BE A DOUBLE CHECK VALVE ASSEMBLY OR AIR GAP.
6. METER SHALL BE CAPABLE OF ACCURATELY MEASURING THE ENTIRE RANGE OF EXPECTED FLOWS AND THE TYPE AND MANUFACTURE SHALL BE APPROVED BY THE UTILITY.
7. CONCRETE PAD SHALL EXTEND 3 FT. OUT FROM OUTSIDE EDGE OF ABOVE GROUND PIPING, ALL AROUND, AND SHALL BE MONOLITHIC AND CONTINUOUS.
8. SEMINOLE COUNTY'S LINE OF RESPONSIBILITY AFTER SYSTEM ACCEPTANCE AND APPROVED FOR USE BY REGULATORY AUTHORITY, DOWNSTREAM OF METER IS THE OWNER/CUSTOMERS RESPONSIBILITY.

3" AND LARGER RECLAIMED METER & BACKFLOW PREVENTER
HEATHROW COUNTRY CLUB RECLAIMED SERVICE

EXHIBIT C

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

WARRANTY DEED

THIS WARRANTY DEED is made this 9th day of August, 2007, between **HEATHROW COUNTRY CLUB**, a limited liability corporation existing under the laws of the State of Florida, whose mailing address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter called the "GRANTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "GRANTEE".

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, release, convey and confirm unto the GRANTEE, its heirs and assigns forever, all that certain land lying and being in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein.

Property Appraiser's Parcel Identification Number 12-20-29-300-0180-0000.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the GRANTOR hereby covenants with said GRANTEE that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Jenna Coppola
Signature

Jenna Coppola
(Print Name)

Maria M. Catineau
Signature

MARIA M. CATINEAU
(Print Name)

HEATHROW COUNTRY CLUB, a Florida
limited liability company

By: [Signature]

GEORGE APOSTOLICAS

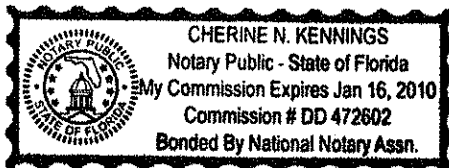
Managing Member

Date: August 9, 2007

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 **GEORGE APOSTOLICAS**, well known to me to be the **Managing Member**, of the corporation named as GRANTOR in the foregoing deed, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

9th **WITNESS** my hand and official seal in the County and State last aforesaid this day of August, 2007



[Signature]
Notary Signature

Cherine N. Kennings
Printed Notary Signature

My Commission Expires: Jan 16, 2010

Attachment:

Exhibit "A" – Legal Description

P:\Users\sdietch\ENVIRONMENTAL SVCS\HEATHROW COUNTRY CLUB WARRANTY DEED.doc

Sheet 1
See Sketch of Description
Included as Attachment "A"

LEGAL DESCRIPTION

A tract of land being a portion Section 12, Township 20 South, Range 29 East, Seminole County, Florida, being more particularly described as follows:

Commence at a the most Easterly corner of Lot 17, of the plat *CLUBSIDE AT HEATHROW*, as recorded in Plat Book 54, Pages 89 and 90, of the Public Records of Seminole County, Florida; thence N.50°10'03"E., a distance of 51.84 feet; thence N.04°15'05"E., a distance of 30.40 feet to a point at the Northeast corner of Tract "B", of the aforesaid plat *CLUBSIDE AT HEATHROW*; thence N.52°50'50"E., a distance of 293.20 feet; thence S.74°35'39"E., a distance of 72.86 feet; thence N.15°24'36"E., a distance of 49.99 feet; thence N.69°55'37"W., a distance of 182.18 feet to the **POINT OF BEGINNING**; thence S.12°46'06"W., a distance of 25.64 feet; thence N.74°31'13"W., a distance of 20.02 feet; thence N.12°46'06"E., a distance of 27.26 feet; thence S.69°55'37"E., a distance of 20.16 feet to the **POINT OF BEGINNING**.

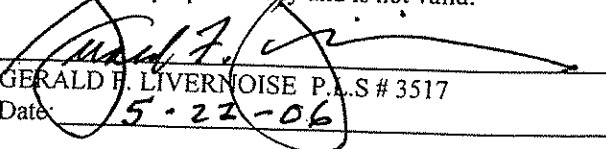
Containing 529 square feet or 0.012 acres, more or less.

T06-C82

Prepared by:

Tinklepaugh Surveying Services, Inc.
379 West Michigan Street
Suite 208
Orlando, Florida 32806
(407) 422-0957

This description and the accompanying sketch or sketches has been prepared in accordance with the Standards set forth in Chapter 61G17, F.A.C., pursuant to Chapters 177 and 472, Florida Statutes. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.


GERALD F. LIVERNOISE P.A.S # 3517

Date:

5-22-06

THIS INSTRUMENT PREPARED BY:
SUSAN E. DIETRICH
ASSISTANT COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FL 32771
(407) 665-5736

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that HEATHROW COUNTRY CLUB, LLC, a limited liability corporation existing under the laws of the State of Florida, whose mailing address is 1275 Lake Heathrow Lane, Heathrow, Florida 32746, hereinafter referred to as SELLER, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by 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 BUYER, the receipt of which is hereby acknowledged by the SELLER, has granted, bargained, sold, transferred and delivered to BUYER, its successors, heirs, executors, administrators and assigns forever, the following property, hereinafter referred to as PROPERTY:

One (1) Layne Vertical Turbine Well Pump (Serial No. 103013), twenty feet (20') of twelve inch (12") discharge pipe, a McCrometer Flow Meter, a control and power supply system of three (3) control panels, a meter can, a power disconnect and a control cabinet and any and all appurtenant infrastructure associated with the aforesaid Layne Vertical Turbine Well Pump.

TO HAVE AND TO HOLD the same unto the BUYER, its successors, heirs, executors, administrators and assigns forever.

AND the SELLER hereby covenants with said BUYER that SELLER is lawfully seized of the PROPERTY; that SELLER has good right and lawful authority to sell and convey said PROPERTY; that SELLER hereby fully warrants the title to said PROPERTY and will defend the same against the lawful claims of all persons whomsoever; and that said PROPERTY is free of all encumbrances except those described herein.

The PROPERTY conveyed herein may include water lines and appurtenant infrastructure, facilities, or systems which will become the responsibility of the BUYER. The SELLER represents that any and all infrastructure, facilities, or systems located in, upon, or within the conveyed PROPERTY are free from all latent and patent design, construction and other defects. The SELLER hereby represents to the BUYER that it has no knowledge of any latent or patent defects. SELLER hereby assigns, transfers and conveys to the BUYER any and all rights against any and all firms or entities which may have caused such latent or patent defects including, but not limited to, any and all warranties, claims and other forms of indemnification. By execution of this document, the SELLER affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. The SELLER recognizes that the BUYER is relying upon the SELLER's representations as herein expressed. The SELLER further accepts responsibility over and agrees to indemnify and hold the BUYER harmless from and against any and all damages, liabilities, costs and matters relating to latent and patent defects in any way relating or arising from this conveyance.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal the day and year first above written.

WITNESSES:

HEATHROW COUNTRY CLUB, a Florida
limited liability company

Jenna Coppola
Signature

By: GE
GEORGE APOSTOLICAS
Managing Member

Jenna Coppola
(Print Name)

Date: August 9, 2007

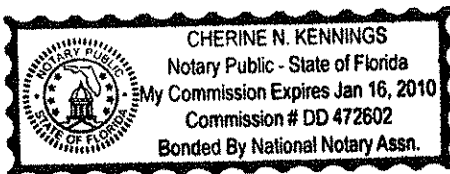
Maria M. Catineau
Signature

MARIA M. CATINEAU
(Print Name)

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 **GEORGE APOSTOLICAS**, well known to me to be the **Managing Member**, of the corporation named as GRANTOR in the foregoing deed, and that they severally acknowledged to and before me that they executed such instrument freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of that corporation.

9th day of August, 2007
WITNESS my hand and official seal in the County and State last aforesaid this



[Signature]
Notary Signature

Cherine N. Kennings
Printed Notary Signature

My Commission Expires: Jan 16, 2010

EXHIBIT F

From: Lori Burklew [mailto:lburklew@sjrwmd.com]
Sent: Monday, July 16, 2007 9:48 AM
To: Paul Roecker
Cc: James Hollingshead; James Lemine; Rudolph, Gary
Subject: RE: Heathrow Country Club Permit Split and Transfer (#8258)

Paul-

We did receive your letter with a request for permit transfer. We are awaiting a submittal from the County requesting the same. When I spoke with Gary Rudolf last week, he said the County was still waiting on signed documents finalizing sale of the well to the County. When we receive that final documentation and the request from the County we will move forward with an administrative split to this permit. Call me if we need to discuss.

Lori

Lori M. Burklew, P.G.
Hydrologist
Cell No. 407/620-8154
Alt. Spgs. 407/659-4832

From: Paul Roecker [mailto:paulr@heathrowland.com]
Sent: Monday, July 09, 2007 2:21 PM
To: Lori Burklew
Cc: Dietrich, Susan
Subject: Heathrow Country Club Permit Split and Transfer

Lori,

Thanks for your help in this matter. Have you received our request to split the permit? Do you need any additional information from Heathrow?

Paul Roecker
Heathrow Land Company
1275 Lake Heathrow Lane
Heathrow, FL 32746
(407) 333 1400



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Department of Environmental Services

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: September 26, 2007

Subject: Seminole County and Heathrow Country Club
Purchase and Reclaimed Water Service Agreement

Pursuant to your request, I reprinted page 19 of the captioned Agreement. In addition, I again reviewed the Agreement and attached Exhibits "A," "B," "C," "D," and "F". The Agreement and accompanying Exhibits are legally acceptable to the County as submitted and ready for placement on the next available Board of County Commissioners' agenda. Please advise Paul Roecker, counsel for Heathrow Country Club, LLC, of the page 19 reprint.

Should you have questions concerning or require further information, please let me know.

SED/sb

Attachment:

Seminole County and Heathrow Country Club Purchase and Reclaimed Water Service Agreement

cc: Bob Briggs, Manager, Finance Division, Department of Environmental Services

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Sustainment Funds to Assure WMD Operational Capability of Existing Hazardous Material Teams - Amendment to Subgrant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an amendment to the Sustainment Funds to Assure WMD Operational Capability of Existing Hazardous Materials Subgrant Agreement in acceptance of equipment valued at \$75,344.

County-wide

Jennifer Bero

BACKGROUND:

On April 25, 2005, the Board of County Commissioners approved an agreement with the Florida Division of State Fire Marshal in acceptance of a grant for hazmat equipment. The agreement specified a dollar value for the equipment to be purchased on behalf of the county. The equipment actually received exceeded the dollar value specified in the agreement. As a result, an amendment is needed to recognize the equipment valued at \$75,344.

A coordinating budget amendment request is presented for Board approval in the Budget Division consent item section.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an amendment to the Sustainment Funds to Assure WMD Operational Capability of Existing Hazardous Materials Subgrant Agreement in acceptance of equipment valued at \$75,344.

ATTACHMENTS:

1. Amendment 1 to Agreement
2. Agreement

Additionally Reviewed By:

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

FIRST AMENDMENT TO AGREEMENT
SUSTAINMENT FUNDS TO ASSURE WMD OPERATIONAL CAPABILITY
OF EXISITING HAZARDOUS MATERIAL TEAMS
SUBGRANT AGREEMENT FOR FLORIDA DOMESTIC PREPAREDNESS STRATEGY
FUNDING CYCLE 2004-05 CFDA NUMBER 97.004

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain above described subgrant Agreement made and entered into on May 2, 2005 (the "Agreement") between the FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF THE STATE FIRE MARSHAL, whose address is 200 East Gaines Street, Tallahassee, Florida 32399-0340, hereinafter referred to as "DEPARTMENT" 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, COUNTY and DEPARTMENT heretofore entered into the Agreement dated and executed on May 2, 2005; and

WHEREAS, DEPARTMENT and COUNTY have mutually determined that amendment to Exhibit 1 attached to the Agreement is necessary to reflect the increased funding available and the list of sustainment equipment provided to COUNTY; and

WHEREAS, Section 4 of the Agreement requires that substantive modifications to the terms thereof require a mutually executed amendment to be attached to the Agreement.

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

1. Exhibit 1 of the Agreement is hereby superseded and restated as set forth and attached to this First Amendment as Restated Exhibit 1-A and is incorporated into the terms of the Agreement, as amended by this First Amendment.

2. Except as herein modified, all other 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 DEPARTMENT and the COUNTY hereto have executed this First Amendment for the purpose herein expressed.

ATTEST:

FLORIDA DEPARTMENT OF
FINANCIAL SERVICES

Print Name_____

By:_____
Print Name_____
Director, Div. of State Fire
Marshal

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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



By:_____
CARLTON HENLEY, Chairman
Date:_____

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

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

County Attorney

AWS:jjr
10/3/07
P:\Users\aschneider\Agreements\1st Amend To WMD CFDA 97.004.doc

RESTATED EXHIBIT 1-A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one
federal program, provide the same information shown below for each
federal program and show total federal resources awarded.*

Federal Program:

Department of Homeland Security - Office of Domestic Preparedness
97.004 - FY04 State Homeland Security Program
CFDA: 97.004

Approximate value of vehicle and sustainment funds: ONE HUNDRED FORTY-
FIVE THOUSAND THREE HUNDRED FORTY-FOUR AND NO/100 DOLLARS
(\$145,344.00).

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

*Note: If the resources awarded to the recipient represent more than one
federal program, list applicable compliance requirements for each
federal program in the same manner as shown below.*

FEDERAL PROGRAM:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Domestic Preparedness Fiscal Year 2004 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security Homeland State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:**

1. Light Rescue Truck for Towing Trailers and Transport of Equipment (vehicle provide to recipient): Approximate Value SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00).
2. HazMat Equipment Sustainment: Funding provided to recipient to purchase replacement PPE, maintenance items for detection equipment, and calibration equipment. Approximate Value SEVENTY-FIVE THOUSAND THREE HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$75,344.00). Said equipment consists of:

| Description | Serial Number | Value |
|--------------------------------------|---------------|--------------------|
| MSA SafePac System | 0132 | \$23,129.00 |
| MSA SafePac System | 0133 | \$23,129.00 |
| Sirius Handheld Detector | A2-2251 | \$2,761.00 |
| Sirius Handheld Detector | A2-2223 | \$2,761.00 |
| Sirius Handheld Detector | A2-2281 | \$2,761.00 |
| Sirius Handheld Detector | A2-2267 | \$2,761.00 |
| Sirius Handheld Detector | A2-2395 | \$2,761.00 |
| Sirius Handheld Detector | A2-2280 | \$2,761.00 |
| MSA Sirius Bluetooth Wireless Bridge | 921-8073 | \$3,130.00 |
| MSA Sirius Bluetooth Wireless Bridge | 922-3837 | \$3,130.00 |
| MSA Sirius Bluetooth Wireless Bridge | 922-0036 | \$3,130.00 |
| MSA Sirius Bluetooth Wireless Bridge | 922-0096 | \$3,130.00 |
| TOTAL VALUE | | \$75,344.00 |

SUBJECT TO SECTION 215.97, FLORIDA STATUTES

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

AWS:jjr

10/3/07

P:\Users\aschneider\Agreements\1st Amend To WMD CFDA - Exh 1-A.doc

Contract Number: ____-NF-00-00-00-00-____

CFDA Number: 97.004

**SUSTAINMENT FUNDS TO ASSURE WMD OPERATIONAL CAPABILITY OF
EXISTING HAZARDOUS MATERIALS TEAMS
SUBGRANT AGREEMENT FOR
FLORIDA DOMESTIC PREPAREDNESS STRATEGY
(State of Florida Funding Cycle 2004-5)**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Financial Services, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Seminole County (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

D. WHEREAS, the Department of Community Affairs has received these funds from the federal government and has duly contracted with the Department of Financial Services / Division of State Fire Marshal to manage certain funds by way of a subgrant agreement; and the Division has chosen to subgrant such funds to the Recipient upon the terms and conditions hereinafter set forth: and

E. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment B of this Agreement. Notwithstanding any other provision in this agreement, the obligations contained in this paragraph, (1) "Scope of Work," and Exhibit - 1, "STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT...," or such other provisions as it may apply, shall continue for the duration of this agreement and shall survive the termination of this agreement. Each resource awarded to the recipient pursuant to this agreement must continue to be used for the purposes described in this agreement for the entire operating life or shelf life of the resource. Should any resource be used for any purpose other than the purposes described in this agreement, the title to, or ownership of, such resource shall revert to, and become the

property of the Department of Financial Services. This paragraph may be enforced by judicial proceedings in any court having jurisdiction, or by administrative proceedings under Chapter 120, Florida Statutes, or by any other applicable or appropriate proceedings.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES.

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment A.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and continue for the normal operating lifetime or shelf life of said goods and equipment, unless terminated earlier in accordance with the provisions of paragraph (7) of this Agreement. The condition and/or depletion of equipment will be reported annually as required by the Scope of Work, Attachment B of this Agreement.

(4) MODIFICATION OF CONTRACT.

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal "Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Comptroller, or Auditor General upon

request for a period of five years from the date the audit report is issued, unless extended in writing by the...
Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) All records, including supporting documentation of all program costs, shall be sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment B - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(e) Any additional terms and conditions pertaining to recordkeeping and all terms and conditions pertaining to property management and procurement under this Agreement are set forth in attachments.

(6) LIABILITY.

(a) Unless Recipient is a State agency or subdivision as defined in Section 768.28, Fla.Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28, Fla. Stat., for its negligent acts or omissions or tortuous acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign

immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(7) DEFAULT; REMEDIES; TERMINATION.

(a) If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, or if any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further donations or payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth herein, but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

1. If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall materially fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with the Department, and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

2. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with the Department, and the Recipient fails to cure said material adverse change within thirty (30) days from the time and date written notice is sent by the Department.

3. If any reports required by this Agreement have not been submitted to the Department or have been knowingly submitted with substantial information that is incorrect, incomplete or insufficient information;

4. If the Recipient has failed to perform and complete in timely fashion any of the services required under the Scope of Work attached hereto as Attachment B.

(b) Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one

of the following remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity:

1. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (8) herein;

2. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

3. Exercise any corrective or remedial actions, to include but not be limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance, issuing a written warning to advise that more serious measures may be taken if the situation is not corrected, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

4. Exercise any other rights or remedies, which may be otherwise available under law;

(c) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(d) Non compliance with any terms of this Agreement and the Scope of Work, Attachment B of this Agreement, by the Recipient shall result in termination of Agreement, which will require return of the said goods and equipment to the Department

(e) Suspension or termination constitutes final agency action under Chapter 120, Fla. Stat., as amended. Notification of suspension or termination shall include notice of administrative hearing rights and time frames.

(f) In addition to any other remedies, the Recipient shall return to the Department any granted equipment or supplies which were used for ineligible purposes under the program laws, rules, and regulations

governing the use of the funds under the program.

(g) This Agreement may be terminated by the written mutual consent of the parties. In addition, the Recipient or the Department has the option to unilaterally terminate this Agreement. Upon termination of the Agreement, either by mutual consent or unilateral action of either party, all supplies and equipment must be returned to the Department by the Recipient.

(8) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The Department designates Allen Lovvorn, Division of State Fire Marshal, as the Department's Contract Manager. All communications, written or oral, relating to this Agreement shall be directed to him at:

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd. Ocala, FL 34482

Telephone: 352/369-2829

Fax: 352/732-1433

Email: Allen.Lovvorn@fldfs.com

The Project Officer for this Agreement also is Allen Lovvorn. He can be contacted for technical assistance relating to this Agreement at the above address, telephone 352/369-2829 or e-mail: Allen.Lovvorn@fldfs.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

| | |
|------------|--------------------------------------------------------------------------------|
| Name | Terry L. Schenk, Fire Chief |
| Agency | Seminole County EMS/Fire/Rescue Division |
| Telephone: | 407-665-5002 |
| Fax: | 407-665-5010 |
| Email | tschenk@seminolecountyfl.gov |

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in(8)(a) above.

(9) OTHER PROVISIONS.

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof, or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction

for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor or discriminatory vendor list.

(g) With respect to any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 9(g)2. of this certification;

and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Recipient is unable to certify to any of the statements in this certification, such Recipient shall attach an explanation to this Agreement.

(10) AUDIT REQUIREMENTS.

- (a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of federal resources under this Agreement.

- (b) These records shall be available at all reasonable times for inspection, review, or audit by state

personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the federal resources awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$300,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in Paragraph 10(d) above, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$300,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such audit must be paid from Recipient resources obtained from other than Federal entities).

(e) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd.

Ocala, FL 34482-1486

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Department at each of the following addresses:

Department of Financial Services

Division of State Fire Marshal

11655 NW Gainesville Rd.

Ocala, FL 34482-1486

(g) Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was

delivered to the Recipient in correspondence accompanying the reporting package.

(i) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the Comptroller, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the Comptroller, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

(11) TERMS AND CONDITIONS.

The Agreement contains all the terms and conditions agreed upon by the parties.

(a) Please note that the equipment provided is not all-inclusive and the recipient is required to provide additional equipment following State Emergency Response Commission recommendations.

(b) As a term of this agreement, the recipient agrees to maintain training of their personnel and team preparedness and availability to respond and to be a regional and statewide response asset.

(12) ATTACHMENTS.

(a) All attachments to this Agreement are incorporated as set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1: Funding Sources

Attachment A: Program Rules and Regulations

Attachment B: Scope of Work and Equipment List

(13) FUNDING/CONSIDERATION

This is a goods, equipment and supplies grant Agreement. The Department will grant to the Recipient certain equipment and supplies in order to fulfill the purposes of the Florida Strategy.

(14) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat., or the Florida Constitution.

(b) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(c) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(d) The Department of Financial Services reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(e) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(15) LEGAL AUTHORIZATION.

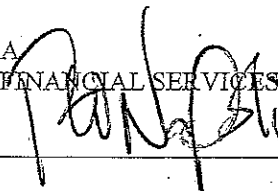
The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(16) RECEIVING AND INSPECTION CONTACT.

The name of the person responsible to sign for and inspect all goods and equipment provided under this agreement is Malcolm E. Trigg, Battalion Chief at the shipping address:


203 W. County Home Rd.
Sanford, FL 32773

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
BY: 

Randall W. Napoli, Director
Division of State Fire Marshal

Date:


STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
BY: 

Lisa Miller Chief of Staff
Department of Financial Services

Date:

5/18/05

ATTEST:


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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY FLORIDA

By: 

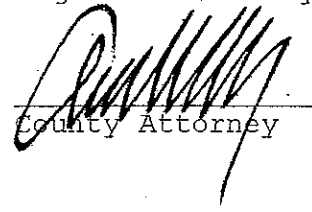
CARLTON HENLEY, Chairman

Date:

5-2-05

For the use and reliance
Of Seminole County only.

Approved as to form and
Legal sufficiency


County Attorney

As authorized for execution
By the Board of County Commissioners
At their April 26, 2005
regular meeting.

EXHIBIT – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program: Department of Homeland Security – Office of Domestic Preparedness
97.004 – FY04 State Homeland Security Program
CFDA: 97.004
Approximate value of vehicle and sustainment funds: \$79,950.91

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

1. Recipient is to use funding to perform eligible activities as identified in the Office of Domestic Preparedness Fiscal Year 2004 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security Homeland State Strategy.
2. Recipient is subject to all administrative and financial requirements or will be in violation with the terms of the agreement.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Light Rescue Truck for Towing Trailers and Transport of Equipment (vehicle provided to recipient):
approximate value \$69,587.00

HazMat Equipment Sustainment: Funding provided to recipient to purchase replacement PPE, maintenance items for detection equipment, and calibration equipment: value \$10,363.91

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

N/A

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

N/A

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Attachment A

Program Statutes and Regulations

Chapter 252, Florida Statutes

28 C.F.R.

Attachment B

Scope of Work

This agreement is entered into as an addendum to current statewide mutual aid agreements and is for the purpose of receiving specialized equipment and continued participation as a local and regional responder and in case of declared emergency, a State of Florida Response Asset.

The Recipient shall maintain ownership (limited by Paragraph 5 below) of said goods and equipment, in a satisfactory operational condition, provided to it under this agreement (see Equipment List below) for the normal expected operating lifetime or shelf life of said goods and equipment. This includes routine maintenance, repairs, insurance for the vehicle, etc. The Recipient is not responsible for replacing goods or equipment that has reached the end of its normal life expectancy or exceeded its posted shelf life. The Recipient shall replace and potentially be reimbursed through local, state, or federal reimbursement processes or agreements for, all disposable goods and supplies expended for emergency response, training, or exercises conducted in accordance with the Florida Comprehensive Emergency Management Plan. The Recipient will be given preference with respect to access to additional funding that may allow for equipment maintenance, replacement or repair, as well as training and exercises. At this time the parameters to any additional monies have not been defined. Recipient will be notified if additional monies become available.

The equipment, goods, and supplies ("the eligible equipment") provided under this agreement are for the purposes specified. The Recipient specifically agrees to:

1. Participant agrees to provide Hazardous Materials Team response primarily in their jurisdiction, and region.
2. Response for local emergencies are not subject to reimbursement unless in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Terrorism Strategy" and within the State. Participant agrees to respond with equipment and personnel to incidents requiring an urban search and rescue effort in their jurisdiction, regionally, and if requested for a statewide response, for so long as this Agreement remains in effect. Prior to requesting a response, the Department will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident. Any State request for deployment of the Team shall be preceded by a "Mission Number" to be issued by the State of Florida, Division of Emergency Management and/or Division of State Fire Marshal, or other mechanism that provides for the reimbursement of costs associated with said deployment.
3. The Recipient shall submit an annual report to the Department, which is due to be received by the Department no later than January 31 for the previous calendar year. This Report will verify the participation in the activities and training status of the team, as well as the condition and/or depletion of the equipment.
4. The Recipient shall not transfer, rent, sell, lease, alienate, donate, mortgage, encumber or otherwise dispose of the eligible equipment without the prior written consent of the Department.
5. The Recipient may make such modifications as desired to provided vehicle such as local markings, etc. that do not adversely effect the vehicle's compliance with NFPA, USDOT or other vehicle standards. The Department will provide permanent markings indicating the funding source.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Safe Kids Buckle Up Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the grant agreement between Safe Kids Worldwide and Safe Kids Seminole in acceptance of \$5,000.00 for the Safe Kids Buckle-Up Program.

County-wide

Jennifer Bero

BACKGROUND:

The Safe Kids Worldwide Organization provides the Safe Kids Buckle Up Grant Program for local coalitions to enhance their child safety education programs. Safe Kids Seminole, overseen by the Seminole County Board of County Commissioners, pursued the grant and was awarded \$5,000.00 for FY 07/08.

For the funds to be received, the Board must approve and authorize the Chairman to execute an agreement with Safe Kids Worldwide. Funds would be used to purchase new car seats to support our Educational Car Seat Program, a program utilized to serve low-income families who cannot afford to purchase a car seat. Funding would also be used to purchase training materials for Child Passenger Safety technician classes and several CEU accreditation courses for existing technicians. The grant period expires June 30, 2008.

A budget amendment request to allocate the anticipated funds is being presented for approval in the budget division's consent item section.

STAFF RECOMMENDATION:

Staff recommends the Board to approve and authorize the Chairman to execute the grant agreement between Safe Kids Worldwide and Seminole County in acceptance of \$5,000.00 for the Safe Kids Coalition.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By:

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

**SEMINOLE COUNTY/SAFE KIDS WORLDWIDE
SAFE KIDS BUCKLE UP GRANT AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2007, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **SAFE KIDS WORLDWIDE**, a foreign non-profit 501(c)(3) organization, whose principal place of business is 1301 Pennsylvania Avenue, N.W., Washington, D.C. 20004-1707, d/b/a **NATIONAL SAFE KIDS CAMPAIGN**, hereinafter referred to as "SAFE KIDS".

W I T N E S S E T H:

WHEREAS, COUNTY and SAFE KIDS have entered into that certain, agreement dated September 16, 2002 (the "Previous Agreement") wherein COUNTY agreed, inter alia, to act as the local lead agency in building a broad-based coalition known as Seminole County Safe Kids (hereinafter sometimes referred to as the "Coalition") for promoting the goals of SAFE KIDS to reduce injuries and fatalities to children and wherein COUNTY is authorized to use SAFE KIDS' trademarks, service marks, to license the use of same to coalition participants, and to rely upon its national promotional and media support resources in implementing child safety programs; and

WHEREAS, the Previous Agreement forms the basis for utilizing grant moneys supplied by SAFE KIDS for the purposes of supporting and financing child safety programs pursuant to supplemental agreements such as this Agreement;


WHEREAS, the COUNTY finds and determines that the efforts and programs of Seminole County Safe Kids to be of a genuine public purpose and benefit; and

WHEREAS, COUNTY and SAFE KIDS desire to memorialize the terms and conditions of the grant award in the form of this Agreement,

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

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

SECTION 2. IDENTIFICATION OF GRANT AWARD.

"Grant" shall mean the  SAFE KIDS program award in the amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) which is the subject of this Agreement for program purchases and activities of the Seminole County Safe Kids Coalition's Safe Kids Buckle Up ("SKBU") during the year commencing June 1, 2007 and ending June 30, 2008.

SECTION 3. GENERAL TERMS AND CONDITIONS.

(a) SAFE KIDS shall provide the following deliverables to COUNTY:

(1). **Grant Checks¹**

a. Grant funds will be disbursed in quarterly installments, divided into equal payments, and will be based on grant compliance.

¹ The first check may be for more than one quarter depending upon the execution date of this Agreement.

b. Checks will be cut June 15, 2007 (1st quarter), October 1, 2007 (2nd quarter), January 2, 2008 (3rd quarter), and April 1, 2008 (4th quarter).

(2) **Materials:**

a. Grantees will receive the following materials:

1. Kids Can Live With It! Brochures in English and Spanish;
2. Basic Car Seat Brochures in English and Spanish;
3. Checklist forms in English and Spanish;

b. Materials will be shipped to Coalition quarterly commensurate with the distribution schedule for grant funds.

1. First Quarter - June 15, 2007
2. Second Quarter - October 1, 2007
3. Third Quarter - January 2, 2008
4. Fourth Quarter - April 1, 2008

c. Proposed objectives will determine the quantity of materials shipped per quarter.

d. Coalition will be allowed to request additional materials. Additional requests are limited to one per quarter. Changes can be made through the SKBU website.

(b) County shall be responsible for Seminole County Safe Kids Coalition and its performance of the following:

(1) **Senior Checkers:** Coalition shall be responsible for keeping information regarding its Senior Checkers up to date including contact information, technician/instructor numbers, expiration date,

and general activity. All Senior Checkers must complete a new profile in the new Buckle Up system. All pending applications will be approved by January 1, 2008. Senior Checker numbers will no longer be needed or provided. As of the date of this Agreement, all past Senior Checker numbers are invalid.

(2) Event Registry/Liability:

a. All events shall be registered at least ten (10) days in advance, including Check-Up events, community workshops, and community outreach events.

b. There is no limit to how many events can be registered during the grant year.

c. Registered events shall be posted on the Safe Kids Worldwide public website.

d. All registered  events must have an approved Senior Checker in attendance.

e. All registered events will be covered by Safe Kids Worldwide liability insurance.

f. Members of SAFE KIDS' SKBU team will be conducting random audits of registered events.


(3) Evaluation.

a. Evaluations are to be submitted online on the SKBU grants website under the evaluation tab.

b. Grant recipients and sub-recipients shall have the option to choose Local Coalition Evaluation, State Evaluation, or Chapter Evaluation.

c. Evaluations are due quarterly. Coalition shall have one month to submit evaluations from the day they are due. For example, October 1, 2008 evaluations and checklists are due October 31, 2007; January 1, 2008 evaluations and checklists are due January 31, 2008; April 1, 2008 evaluations and checklists are due April 30, 2008; and July 1, 2008 evaluations and checklists are due July 31, 2008.

d. Safe Kids Buckle Up Child Passenger Safety Checklists must be used for all registered seats. Checklist forms submitted must be consistent with registered events including time, date, location, and Senior Checker. This includes inspection stations and events.

e. Checklists must be postmarked by the due date stated above to be considered  late. If the proper checklists are not submitted (SKBU RED checklists) or the checklists are missing vital information (technician numbers, Coalition numbers), SAFE KIDS will consider this portion of the checklist as not submitted.

f. If an evaluation is late, SAFE KIDS will deduct 25 percent off of either the next quarter's grant check or off grant funding for the next fiscal year. If the evaluation is not submitted within ninety (90) days from the due date, SAFE KIDS will consider the grant to be forfeited.

(4) Child Safety Seat Inspection Stations

a. SKBU Inspection Stations are required to have a Senior Checker and a certified technician present during hours of operation.


b. Safe Kids Check Up forms must be used and completed in their entirety.

c. Hours of operations and location must be kept up to date by the Coalition coordinator. Changes can be made through the SKBU website.

d. SKBU recommends that the Coalition request donations for the distribution of seats to help sustain its Inspection Stations.

e. Inspection Station numbers will no longer be needed or provided. Old SKBU Inspection Station numbers will become invalid as of the date of this Agreement.

(3) Mobile Car Seat Check Up Vans.

a. To the extent that vans are still utilized for SKBU activities as of the date  of this Agreement, existing van agreements, if any, shall remain applicable.

b. The van manual should be used as the primary resource.

c. Van reporting will be incorporated in the quarterly reports. Odometer readings are no longer required, and individual van event reporting is no longer required.

d. COUNTY is responsible for gas, maintenance, and insuring the vehicle.

e. Coalition shall request donations for the distribution of seats to help sustain their van program as recommended by SAFE KIDS.

SECTION 4. TERM. This Agreement shall commence upon the date of execution by both parties. The initial term hereof shall terminate on June 31, 2008. Renewal or extension of the terms of this Agreement shall be done in a writing of equal dignity herewith and be signed by both parties. Nothing herein shall be construed as requiring COUNTY or SAFE KIDS to renew the Agreement beyond the initial term hereof.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice and be sent by first class United States mail addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:



For COUNTY:

Jennifer Bero, Grants Coordinator
Seminole County Department of Fiscal Services
1101 E. First Street
Sanford, FL 32771

With a copy to:

Leeana Raw, Fire Chief
Seminole County Department of Public Safety
150 Bush Blvd.
Sanford, FL 32773


For SAFE KIDS:

Marcela Tozzini
Safe Kids Worldwide
Safe Kids Buckle up Grant
1301 Pennsylvania Avenue, N.W., Suite 1000
Washington, D.C. 20004-1707

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party, which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties. No formal amendment to this Agreement shall be necessary for substitution of notified persons.

SECTION 6. TERMINATION.

(a) SAFE KIDS may terminate this Agreement and seek refund of the Grant upon written notice at least thirty (30) days prior to the effective date of such termination for reasons of COUNTY's default in the use and application of Grant funds.

— (b) COUNTY may terminate or refuse to renew this Agreement at its sole discretion if it determines that continued compliance with the terms hereof or the constraints  on expenditures of Grant funding is no longer in the best interest of the COUNTY. In such circumstances, the COUNTY shall give SAFE KIDS at least thirty (30) days notice of its intent to terminate.

(c) If the COUNTY decides to terminate this Agreement for non-convenience in the manner provided herein, it shall refund to SAFE KIDS the unused amount of any Grant not theretofore expended or encumbered in accordance with the terms of this Agreement. The COUNTY shall have no other liabilities to SAFE KIDS whatsoever.

(d) If COUNTY learns that the Grant is no longer available from SAFE KIDS by virtue of that firm's unilateral business decision, insolvency, legal proceedings, or any other reason not the fault of COUNTY, this Agreement may be terminated immediately at the option of

either of both parties hereto upon written notice of termination. In this circumstance, COUNTY shall not be financially obligated to SAFE KIDS in any manner whatsoever.

SECTION 7. LIABILITY AND INDEMNIFICATION.

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

(b) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the County's sovereign immunity or statutory limitations on tort damages beyond the waiver provided for in Section 768.28, Florida Statutes.




(c) Except as specifically set forth herein, the COUNTY shall not be liable to any person, firm, entity, or corporation who contracts with or who relies upon SAFE KIDS or the activities or programs of the Seminole County Safe Kids Coalition in connection with the Grant or for debts or claims accruing to such parties as a result thereof or any other matter. SAFE KIDS shall indemnify and hold COUNTY harmless (including attorney's fees) for any such action against SAFE KIDS wherein COUNTY is named as a co-defendant.

SECTION 8. INDEPENDENT CONTRACTORS. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties or as constituting SAFE KIDS, including its officers, employees,

and agents, the agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.


SECTION 9. INSURANCE REQUIREMENTS. SAFE KIDS shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from the Grant and other matters of this Agreement. COUNTY shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

SECTION 10. 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. Neither party shall assign the Agreement  or any interest herein without the prior written consent of the other party.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The parties agree that they will not discriminate against any employee or applicant for employment for work pertaining to this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to state actions and the United States District Court for the Middle District of Florida as to federal actions.

SECTION 13. INTERPRETATION. In the event any provision of this Agreement conflicts with or appears to conflict with the other terms of this Agreement including exhibits or attachments hereto, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

SECTION 14. FORCE MAJEURE. In the event either party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement due to a hurricane,  act of war, terrorism, 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 15. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith; provided, however, no formal amendment shall be required for mere changes or substitution of designated contact persons as set forth in Section 5 hereof.

SECTION 16. 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 affected. To that end, this Agreement is declared severable.

SECTION 17. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

SECTION 18. PUBLIC RECORDS. Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

SECTION 19. RECORDS AND AUDITS. The parties agree to maintain all books, documents, papers, accounting records and other evidences pertaining to this Agreement in  a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

SECTION 20. CONFLICTS 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, or Section 220.115, Seminole County Code, both 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 percent) 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.

SECTION 21. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 22. DISPUTE RESOLUTION




(a) In the event of a contract dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) SAFE KIDS agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were

not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which SAFE KIDS had knowledge and failed to present during COUNTY dispute resolution procedures.

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

SECTION 23. 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 each of the parties have contributed substantially and materially to the preparation hereof.

SECTION 24. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 25. ENTIRE AGREEMENT. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement shall bind the parties, their assigns, and their successors in interest.

SECTION 26. EXHIBITS. Exhibit A to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

SECTION 27. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

ATTEST:

Torine Creppy

SAFE KIDS WORLDWIDE

By: Torine Creppy, Director, Buckle Up
Date: 10/2/07

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



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

Exhibit A:
Signature of Gregory Kirby, Coordinator of Seminole County Safe Kids

AWS:jjr
9/4/07
P:\Users\aschneider\Agreements\Safe Kids Worldwide-Sake Kids Buckle Up Agr.doc

EXHIBIT A

On behalf of the Seminole County Safe Kids Coalition, the undersigned agrees to the terms of the attached agreement between SAFE KIDS WORLDWIDE and Seminole County Government as lead, sponsoring agency for the Coalition.

By: _____


Greg Kirby, Coordinator



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #07-94 - \$75,344 - Public Safety - General Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-94 to recognize additional equipment valued at \$75,344 received under the FY05/06 grant agreement with the Florida Division of State Fire Marshal for hazmat equipment and sustainment.

County-wide

Lin Polk

BACKGROUND:

On April 25, 2005, the Board of County Commissioners approved an agreement with the Florida Division of State Fire Marshal in acceptance of a grant for hazmat equipment. The agreement specified a dollar value for the equipment to be purchased on behalf of the County. The equipment actually received exceeded the dollar value specified in the agreement. As a result, a budget amendment is being presented to recognize the additional equipment valued at \$75,344.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #07-94 through the general fund to appropriate funds to recognize additional equipment valued at \$75,344 received under the FY05/06 grant agreement with the Florida Division of State Fire Marshal for hazmat equipment and sustainment.

ATTACHMENTS:

1. Budget Amendment Request

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

DFS Recommendation

2007-R- **BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Safety**
 Fund(s): Fire Protection Fund

| | |
|----------------|----------------|
| <u>B Segal</u> | <u>10/8/07</u> |
| Analyst | Date |
| Budget Mgr | Date |
| Director | Date |
| <u>07-94</u> | |
| BAR | |

PURPOSE: Appropriate funds to recognize additional equipment valued at \$75,344 received under the FY05/06 grant agreement with the Florida Division of State Fire Marshal for hazmat equipment and sustainment. The equipment purchased for the County exceeded the dollar value specified in the agreement.

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:

| <u>Account Number</u> | <u>Project #</u> | <u>Account Title</u> | <u>Amount</u> |
|-----------------------|------------------|----------------------------|-----------------|
| 00100.331230 | | Emergency Management Grant | 75,344 |
| | | | |
| Total Sources | | | \$75,344 |

Uses:

| <u>Account Number</u> | <u>Project #</u> | <u>Account Title</u> | <u>Amount</u> |
|-----------------------|------------------|---------------------------|-----------------|
| 00100.055601.530521 | 00253901 | Equipment \$1,000-\$4,999 | 29,086 |
| 00100.055601.560642 | 00253901 | Equipment >\$4,999 | 46,258 |
| Total Uses | | | \$75,344 |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R- _____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____, as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By:
Carlton Henley
Chairman

Date:

Date:

Entered by County Finance Department

Date:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-10 - \$5,000 - Public Safety - Public Safety Grants Other Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Betty Segal

EXT: 7171

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-10 through the Public Safety Grants Other Fund in the amount of \$5,000 to establish funding for the Safe Kids Coalition Grant.

County-wide

Lin Polk

BACKGROUND:

A Safe Kids Seminole County grant award of \$5,000 has been received. The grant provides car seats to low income residents, a child restraint offenders program, educational and installation materials and an awards ceremony. The term of the grant is 7/1/2007 to June 30, 2008. Budget Amendment Request (BAR) #08-10 corresponds to an item for approval under Grants on this agenda.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-10 through the Public Safety Grants Other Fund in the amount of \$5,000 to establish funding for the Safe Kids Coalition Grant.

ATTACHMENTS:

1. Budget Amendment Request

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Safety**
 Fund(s): Public Safety Grants Other

PURPOSE: Allocate receipt of the Safe Kids Seminole County grant award of \$5,000. The grant provides car seats to low income residents, a child Restraint Offenders program, educational and installation materials and an awards ceremony. The term of the grant is 7/1/2007 to June 30, 2008.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

FS Recommendation

B Segal _____ 9/17/07_
 Analyst Date

Budget Manager _____ Date

Director _____ Date

08-10 _____
 BAR

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 |
|----------------------|-----------|---------------------------|--------------|
| 11913.337900 | | Safe Kids Coalition Grant | 5,000 |
| | | | |
| | | | |
| Total Sources | | | 5,000 |

Uses:

| Account Number | Project # | Account Title | Amount |
|---------------------|-----------|---------------------------|--------------|
| 11913.056103.530520 | | Operating Supplies | 4,200 |
| 11913.056103.530540 | | Books, Dues Publications | 200 |
| 11913.056103.530490 | | Other Charges/Obligations | 600 |
| | | | |
| Total Uses | | | 5,000 |

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: Approve and authorize the Chairman to renew Memorandum of Agreement No. AOH61 with Florida Department of Transportation, allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by DOT at the S.R. 17-92/I-4 on/off ramps.

DEPARTMENT: Leisure Services

DIVISION: Median Maintenance

AUTHORIZED BY: Joe Abel

CONTACT: Bryan Nipe

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to renew Memorandum of Agreement No. AOH61 with Florida Department of Transportation, allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by DOT at the S.R. 17-92/I-4 on/off ramps.

District 5 Brenda Carey

Bryan Nipe

BACKGROUND:

Staff recommends continuing landscape maintenance of this interchange as it is the chief passageway into Seminole County from Volusia County southbound on Interstate 4. The areas include all landscaped embankments, slopes, and mowed zones on the southbound and northbound on/off ramps.

STAFF RECOMMENDATION:

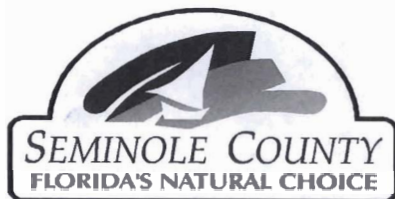
Staff recommends continuing landscape maintenance of this interchange as it is the chief passageway into Seminole County from Volusia County southbound on Interstate 4. The areas include all landscaped embankments, slopes, and mowed zones on the southbound and northbound on/off ramps.

ATTACHMENTS:

1. Agreement
2. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)



County Attorney Document Review/Preparation Request

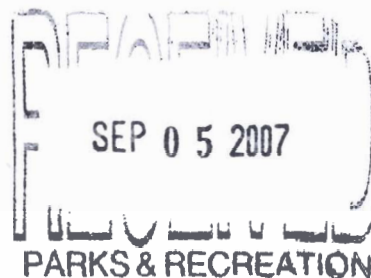
TO: Ann Colby

FROM: Bryan Nipe, Division Manager

THROUGH: Joseph Abel
(Department Director)

DATE: 8/28/2007

SUBJECT: FDOT MOU Contract Renewal



2007 AUG 31 PM 3:15

RECEIVED
COUNTY ATTORNEY'S OFFICE

☒ Background Documents Attached
(Must be Provided If Available)

☐ None available

Action Requested:
County Attorney Approval and Signature

Requested Document Due Date: September 14, 2007 _____

2007 SEP 14 AM 7:30

RECEIVED
COUNTY ATTORNEY'S OFFICE

Additional Information: Attached / NA
(Circle one)





Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Oviedo Maintenance
2400 Camp Road
Oviedo, Florida 32765
Telephone (407) 977-6530
Fax (407) 977-6535

STEPHANIE C. KOPELOUSOS
SECRETARY

August 15, 2007

Mr. Bryan Nipe
Seminole County Library and Leisure Services
264 West North Street
Altamonte Springs, FL 32714

RE: Memorandum of Agreement AOH61

Dear Mr. ^{Bryan}Nipe:

The above referenced contract expires on November 30, 2007. I have enclosed the forms for renewal of the contract for an additional year. Please complete the forms and mail them back to me by September 28, 2007.

If you have any questions or concerns please feel free to contact Jeff Ryals at 407.977.6530.

Sincerely,

James E. Wood, Jr., P.E.
Oviedo Maintenance Engineer

CC: Oviedo Contracts
Project Management
District Contracts

JEW:jr

CONTRACT RENEWAL

Contract No.: AOH61 Renewal: (1st, 2nd, etc.) 1st
 Financial Project No(s): 244852-1-72-03
 County(ies): Seminole

This Agreement made and entered into this _____ day of _____, by and between the State of
(This date to be entered by DOT only.)
 Florida Department of Transportation, hereinafter called "Department", and Seminole County 1101 East First Street
Sanford, Florida 32771-1468 hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 24th day of October 2006
(This date to be entered by DOT only)
 entered into an Agreement whereby the Department retained the Contractor to perform Routine Maintenance on
State Roadways

_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of December, 2007 and ending the 30th day of November, 2008 at a cost of \$ 7,416.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Seminole County
 Name of Contractor

 Contractor Name and Title

BY: _____
 Authorized Signature

 Name of Surety (SEAL)

 City State

By: _____
 Florida Licensed Insurance Agent or Date
 Attorney-In-Fact (Signature)

Countersigned: _____
 Florida Licensed Insurance Agent Date

STATE OF FLORIDA
 DEPARTMENT OF TRANSPORTATION

BY: _____
 District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
 Approval as to Availability of Funds

Approved to perform and legally.
Ann W. Miller
Asst. County Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
CONTRACT RENEWAL

375-020-23
CONTRACTS ADMINISTRATION
OGC - 04/06

Contract No.: AOH61 Renewal: (1st, 2nd, etc.) 1st
Financial Project No(s): 244852-1-72-03
County(ies): Seminole

This Agreement made and entered into this _____ day of _____, by and between the State of
(This date to be entered by DOT only.)
Florida Department of Transportation, hereinafter called "Department", and Seminole County 1101 East First Street
Sanford, Florida 32771-1468 hereinafter called "Contractor"

WITNESSETH:

WHEREAS, the Department and the Contractor heretofore on this 24th day of October 2006
(This date to be entered by DOT only)
entered into an Agreement whereby the Department retained the Contractor to perform Routine Maintenance on
State Roadways

_____ ; and

WHEREAS, said Agreement has a renewal option which provides for a renewal if mutually agreed to by both parties and subject to the same terms and conditions of the original Agreement;

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree to a renewal of said original Agreement for a period beginning the 1st day of December, 2007 and ending the 30th day of November, 2008 at a cost of \$ 7,416.00.

All terms and conditions of said original Agreement shall remain in force and effect for this renewal.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth above.

Seminole County
Name of Contractor

Contractor Name and Title

BY: _____
Authorized Signature

Name of Surety (SEAL)

City State

By: _____
Florida Licensed Insurance Agent or Attorney-In-Fact (Signature) Date

Countersigned: _____
Florida Licensed Insurance Agent Date

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
District Secretary or Designee (Signature)

Title: _____

Legal: _____

Fiscal: _____
Approval as to Availability of Funds

Approved on to form and Legally
Amell...
Asst. County Attorney

SEMINOLE COUNTY
AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT

Contract No.: AOH61

THIS Agreement, entered into this 24 day OCTOBER, 2006 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the COUNTY of SEMINOLE, State of Florida, existing under the Laws of Florida, hereinafter called the **COUNTY**.

W I T N E S S E T H

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, has created roadway, roadside areas and median strips on that part of the State Highway System within the limits of the **COUNTY** or adjacent to; and

WHEREAS, the **COUNTY** hereto is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **COUNTY**, by Resolution 2006-R-226 dated the 10 day of Oct, 2006 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **COUNTY** shall be responsible for routine maintenance of all shoulders, landscaped and/or turfed areas within DEPARTMENT rights-of-way having limits described by Exhibit "B", or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance to be provided by the **COUNTY** is defined in **EXHIBIT "C"**, or as defined by subsequent amended definitions agreed in writing by both parties.

2. In the event of a natural disaster (i.e. hurricane, tornado, etc.) or other normal occurrences such as vehicle accidents and hazardous waste spills, the County and the Department will cooperate and coordinate the use of their respective resources to provide for the clean up, removal and disposal of debris or other substances from the Department's right of way (described in Exhibit "B" or subsequently amended limits mutually agreed to in writing by the parties hereto). The Department shall not deduct from the payment to the County, costs for impairment of performance of any activity or part thereof defined in Exhibit "C", as a result of such event and the redirection of County forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the County's right to compensation or reimbursement from any other sources (i.e., FEMA) for the debris removal or other activities of the County subsequent to a natural disaster or accident.

3. To the extent permitted by Florida law the **COUNTY** agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the **COUNTY** during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the **COUNTY** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or

employees. The Forgoing Provision is not intended to give rise to Rights in any third party to recover damages from the **COUNTY**, nor is it intention to constitute a waiver of sovereign immunity.

4. If, at any time while the terms of this Agreement are in effect, it shall come to the attention of the **DEPARTMENT's** Director of Transportation Operations, District 5, that the **COUNTY** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, said Director of Transportation Operations, District 5, may, at his option, issue a written notice in care of the Public Works Director to place said **COUNTY** on notice thereof. Thereafter the **COUNTY** shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

(A) Maintain the roadway shoulders, median strip or roadside area declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **COUNTY** or

(B) Terminate this Agreement in accordance with Paragraph 11 of this Agreement.

5. During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this agreement. Some of those projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the Department will notify the Local Government of the limits of the project and the time frame for the project. During that time and for those limits, the Local Government will be released from its obligation to perform maintenance on those roads and the compensation to be paid under this agreement will be temporarily reduced. The reduction in compensation shall be based on the formula used to

initially compute the amount of compensation under this agreement and the Local Government will be notified of the amount of the reduction as part of the above-referenced notice.

6. The Department agrees to pay to the **COUNTY**, following a Notice to Proceed, compensation for the cost of maintenance as described under Item 1 of this Agreement. The payment will be in the amount of **\$1,800.00** per quarter or a total sum of **\$7,200.00** per year. In the event this Agreement is terminated as established by Paragraph 11 herein, payment shall be prorated to the date termination occurs. Detailed quarterly invoices, as provided further herein shall be sent to the Maintenance Contract Engineer of the Department at 2400 Camp Road, Oviedo Florida 32765. Delivery shall be effective upon receipt of a proper quarterly invoice and any required, associated documents.

7. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes.

(A) Any penalty for delay in payment shall be in accordance with Section 215.422(3) (b), Florida Statutes. Section 215.422(5), Florida Statutes provides that all purchasing agreements between a state agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

(B) The **COUNTY** should be aware of the following time frames. Upon receipt, the Department has seven working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has 20 days to deliver a request for payment (voucher) to the Department of Finance. The 20 days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods or services are received, inspected and approved.

(C) If payment is not available within 40 days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to

∴

the invoice amount, to the **COUNTY**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **COUNTY** requests payment. Invoices, which have to be returned to the **COUNTY** because of **COUNTY** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

(D) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptrollers Hotline, 1-800-848-3792.

8. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

9. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the **COUNTY's** general accounting records and the project records, together with supporting documents and records of the **COUNTY** and all subcontractors performing work, and all other records of the **COUNTY** and subcontractors considered necessary by the Department for a proper audit of costs.

10. The **COUNTY** shall 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 the **COUNTY** in conjunction with this Agreement. Failure by the **COUNTY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

11. This Agreement or any part thereof is subject to termination under any one of the following conditions:

(A) In the event the **DEPARTMENT** exercises the option identified by Paragraph 4 of this Agreement.

(B) In the event the Legislature fails to make an annual appropriation to pay for the **COUNTY's** services to be performed hereunder.

12. The term of this Agreement commences on the date a written Notice to Proceed is issued to the **COUNTY** by the Department's District Maintenance Engineer, District 5, and shall continue for a period of one year from the date of issue of said Notice to Proceed.

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement, except that the price to be paid for the renewal periods may be increased by up to (3) percent at the discretion of the **DEPARTMENT**.

Renewals shall be made at the discretion and option of the Department and agreed to in writing by both parties; i.e., the Authorized Signatory for the **COUNTY**, and the Director of Transportation Operations, District 5, for the **DEPARTMENT**. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds.

The term of this Agreement may be extended for a period not to exceed six (6) months, upon written Agreement by both parties and subject to the same terms and conditions as applicable for renewal of this Agreement.

13. In the event this Agreement extends beyond the DEPARTMENT'S current Fiscal Year that begins on July 1 of each year and ends on June 30 of each succeeding year, the COUNTY and the DEPARTMENT mutually agree that the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In addition, Section 339.135(6)(a) of the Florida Statutes is incorporated by reference, and set forth herein below as follows:

F.S. " 339.135(6)(a)" - The DEPARTMENT, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such Contract or other binding commitment of funds. Nothing herein contained shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the DEPARTMENT which are for an amount in excess of \$25,000 and having a term for a period of more than one (1) year.

14. All work done on the DEPARTMENT rights-of-way shall be accomplished in accordance with the Department of Transportation Manual on Uniform Traffic Control Devices and The Department of Transportation DESIGN STANDARDS, current edition.

15. This writing embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

16. This Agreement is nontransferable and nonassignable in whole or in part without consent of the DEPARTMENT.

..

17. This Agreement shall be governed by and construed according to the laws of the State of Florida.

18. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

..

EXHIBIT "A"

RESOLUTION

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT
THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA, ON THE 10 DAY OF Oct., 2006.

WHEREAS, the State of Florida Department of Transportation and Seminole County desire to maintain certain roadway, roadside areas and median strips on the State Highway System within Seminole County; 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 Highway Maintenance Memorandum of Agreement for portions of the State Road System at the interchange of SR 15/600 (US 17/92) and Interstate 4 designating and setting the responsibilities of each party.

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 Highway Maintenance Memorandum of Agreement.

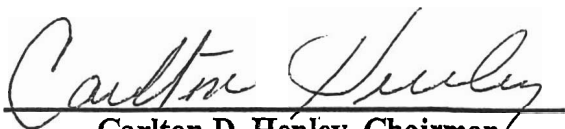
ADOPTED THIS 10 DAY OF October, 2006.

ATTEST:



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

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY



Carlton D. Henley, Chairman

EXHIBIT "B"

THE ROADWAYS INCLUDED IN THIS AGREEMENT ARE:

| SECTION | S.R. | LOCATION DESCRIPTION | LENGTH |
|----------------|-------------|-----------------------------------------------------------------------------------------------|---------------|
| 77010000 | 15/600 | US 17/92, from I-4 west to construction joint M.P. 16.850 to M.P. 16.929 | .079 mi |
| 77010101 | 15/600 | US 17/92, from construction joint west to St Johns River Bridge M.P. 0.00 to M.P. 0.211 | .211 mi |
| 77160000 | I-4 | I-4 west bound on ramp north To Volusia County Line M.P. 13.823 to 14.135 | .312 mi |

..

EXHIBIT "C"

ACTIVITY

DESCRIPTION

| | |
|-----|-----------------------------|
| 471 | LARGE MACHINE MOWING |
| 485 | SMALL MACHINE MOWING |
| 490 | FERTILIZING |
| 492 | TREE TRIMMING |
| 493 | LANDSCAPING MAINTENANCE |
| 497 | CHEMICAL WEED/GRASS CONTROL |
| 541 | LITTER REMOVAL |

LANDSCAPE MAINTENANCE PLAN

Scheduled Operations and Maintenance

Meet all requirements associated with turf care, shrubs/ground cover care, and tree care and noted in Landscape Plans. Perform work in accordance with Section 580 of the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction, latest edition, which is hereby incorporated by reference and made a part of this contract.

Tree, Shrubs and Ground Cover Care

The following chart summarizes the landscape maintenance schedule detailed herein. It shall be used only as a guide.

| Month | Application |
|----------|-----------------------------------------------------------------|
| January | Prune palms, fakahatchee grass and cordgrass, weeding, watering |
| February | Fertilization, weeding, watering |
| March | Insect/disease control, weeding, watering, mulching, prune |

| | |
|-----------|-------------------------------------------------------------|
| | Crape Myrtle |
| April | Weeding, watering |
| May | Fertilization and insect/disease control, weeding, watering |
| June | Weeding, watering |
| July | Insect/disease control, weeding, watering |
| August | Insect/disease control, weeding, watering |
| September | Insect/disease control, weeding, watering |
| October | Fertilization, weeding, watering |
| November | Insect/disease control, weeding, watering |
| December | Weeding, watering |

Application of Fertilizers/Herbicide/Insecticide/Pesticide

Keep all fertilizers out of waters and remove immediately from all roadways

Submit a report containing bag usage and tonnage per area immediately following application.

Apply all fertilizers, herbicides, insecticides, pesticides (full coverage) according to manufacturer's instructions.

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

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF SEMINOLE

(AGENCY) Board of County Commissioners

By: Carlton Henley
Carlton Henley, Chairman (Date)
(Date) 10/10/06

Attest: _____ (SEAL)
(SEAL) _____ (Date)

By: Richard B. M...
Director of Transportation Operations

District Five

Attest: _____

Executive Secretary (Date)

LEGAL REVIEW

[Signature] 10/10/06
Legal Approval (Date)

LEGAL REVIEW

[Signature] 10/26/06
District Counsel (Date)

District Maintenance Engineer Approval

[Signature] 8-15-2006
(Date)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approve and authorize the Chairman to execute an Agreement with Mid-American Arts Alliance for \$4,300 for the traveling exhibit "Teapots: Object to Subject" to be held at the Museum of Seminole County History from January 28, 2008-March 16, 2008.

DEPARTMENT: Library Services

DIVISION: Museum

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

The Museum of Seminole County History displays occasional traveling exhibits in it's endeavor to illustrate and explain the various cultures and ways of life that have existed in Seminole County since the early nineteenth century. An agreement with Mid-America Arts Alliance, through Exhibits USA, needs to be executed for sponsorship of the exhibit "Teapots: Object to Subject" from January 28, 2008 - March 16, 2008.

\$10,000.00 is budgeted in 044500-530340 (Contracted Services) for traveling exhibits on various themes on loan from outside organizations.

County-wide

Jane Peterson

BACKGROUND:

Staff recommends the Board approve and authorize the Chairman to execute the Agreement with Mid-America Arts Alliance for \$4,300.00 for the traveling exhibit "Teapots: Object to Subject to be held at the Museum of Seminole County History, January 28, 2008 - March 16, 2008.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Agreement with Mid-America Arts Alliance for \$4,300.00 for the traveling exhibit "Teapots: Object to Subject to be held at the Museum of Seminole County History, January 28, 2008 - March 16, 2008.

ATTACHMENTS:

1. Agreement with Mid America Arts Alliance for Teapots Exhibit

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

2018 Baltimore Avenue
Kansas City, Missouri 64108 816/421-1388

EXHIBITSUSA AGREEMENT Bookings - 43423
PLEASE READ THOROUGHLY Fiscal Year 2008



mid-america
arts alliance

THIS AGREEMENT, dated September 18, 2007, by and between Mid-America Arts Alliance, through its national division, ExhibitsUSA (hereinafter referred to as "ExhibitsUSA"), and

Seminole County Board of County Commissioners
1101 East First St.
Sanford, FL 32771
(hereinafter referred to as "Exhibitor"),

WHEREAS, ExhibitsUSA wishes to make **Teapots: Object to Subject** available to selected exhibitors, and WHEREAS Exhibitor wishes to share **Teapots: Object to Subject** with its community, NOW, THEREFORE, in consideration of the mutual promises in this agreement, the parties above agree as follows:

1. EXHIBITION, DATES

- a. Exhibitor agrees to host the exhibition **Teapots: Object to Subject** (hereinafter referred to as "Exhibition"), coordinated, subsidized, and available from ExhibitsUSA for the period **beginning January 28, 2008 and ending March 16, 2008** and to accept and display the Exhibition under the condition stated herein.
- b. The Exhibitor shall not alter the incoming shipping date, opening display date, ending display date or outgoing shipping date without written permission from ExhibitsUSA.

2. PROGRAM COST, EXHIBITION FEE, MANNER OF PAYMENT

- a. Exhibitor shall pay an Exhibition Fee of **\$4,300.00 U.S. dollars**.
- b. The full Program Cost to ExhibitsUSA of the Exhibitor's display of the Exhibition is **\$9,460.00**
- c. The portion of this fee not paid by the exhibitor is **\$5,160.00**. The portion of this fee not paid by the exhibitor is supported by grants to ExhibitsUSA from:

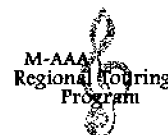
The National Endowment for the Arts

and other public and private contributions to ExhibitsUSA and Mid-America Arts Alliance. ExhibitsUSA's requirements for reporting to these funders are outlined in paragraph 4. Requirements for crediting these funders are outlined in paragraph 5.

- d. A 25% deposit of **\$1,075.00** must be received with this signed Agreement. The balance of the Exhibition Fee is due in full on January 28, 2008. Checks should be made payable to ExhibitsUSA. Two invoices are attached to the ExhibitsUSA Agreement for your convenience.
- e. If ExhibitsUSA is not able to provide the Exhibition as described in this Agreement, the deposit will be returned in full to Exhibitor.
- f. If Exhibitor cannot fulfill the terms of the Agreement, the deposit will be forfeited and retained by ExhibitsUSA. Exhibitor may also be subject to cancellation provisions as provided in paragraph (10) of this Agreement.

2018 Baltimore • Kansas City, Missouri 64108 • (816) 421-1388 • FAX (816) 421-3918 • www.maaa.org

IN PARTNERSHIP WITH: ARKANSAS ARTS COUNCIL, KANSAS ARTS COMMISSION, MISSOURI ARTS COUNCIL, NEBRASKA ARTS COUNCIL,
OKLAHOMA ARTS COUNCIL, TEXAS COMMISSION ON THE ARTS, AND THE NATIONAL ENDOWMENT FOR THE ARTS



EXHIBITSUSA AGREEMENT: Teapots: Object to Subject

BOOKING 43423

PAGE 2

3. SHIPPING

a. Incoming Shipping of Exhibition

1. Exhibitor will receive the Exhibition via van line from the previous exhibition site. Exhibitor will be responsible for providing personnel to assist with the unloading of the Exhibition. Exhibitor will not be responsible for incoming shipping costs and should contact ExhibitsUSA before accepting collect shipments.
2. ExhibitsUSA will make a good faith effort to facilitate the arrival of the Exhibition no later than 4 business days in advance of January 28, 2008. ExhibitsUSA shall not be held responsible for delays outside of its control.
3. If the Exhibition has not been received within four days prior to January 28, 2008, Exhibitor must contact ExhibitsUSA IMMEDIATELY.
4. In order to ensure that the Exhibition will be delivered to the proper location, Exhibitor must indicate below the shipping address to be used for transport. If this information is not provided, the Exhibition cannot be shipped.

INCOMING SHIPPING INFORMATION:

Name of Exhibitor

Contact Person

Telephone Number

Address

Address

City

State

Zip

LOADING DOCK? YES/NO (circle one)

IF YES, LOCATION:

b. Outgoing Shipping of Exhibition Van Line - Fixed Rate

1. Exhibitor will coordinate with ExhibitsUSA registrar and representative of the designated van line carrier to transport the exhibit to the next exhibit site. Exhibitor is responsible for payment of its pro-rated share of outgoing transportation charges. The amount of the pro-rated transportation charges will be determined upon completion of the booking of the exhibition tour and will be communicated to the Exhibitor in writing at the earliest possible date. Payment is due to ExhibitsUSA upon the opening of the exhibit.

EXHIBITSUSA AGREEMENT: Teapots: Object to Subject

BOOKING 43423

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2. Fixed-rate shipping includes the cost of inside delivery and pick up within 50 feet of the delivery truck to and from one location. Exhibitor will be liable for any additional charges incurred as a result of special services such as multiple delivery sites or pick up locations, uncrating by shipping company, packing by shipping company, et cetera.
 3. ExhibitsUSA will specify the institution and address to which the exhibit is to be shipped, as well as the date by which the exhibit must arrive at the next exhibit site.
 4. Exhibitor will retain bill of lading receipts for a period of three weeks from the date of shipment.
 5. Exhibitor will be liable for any costs resulting from exhibitor's delay or failure to transport the exhibit in accordance with the provisions of this attachment.
- c. Exhibitor will be responsible for reasonable supervision and care of the Exhibition, crates, packing material and everything contained therein, from its incoming shipping until its outgoing shipping according to the timeline.

4. PROJECT EVALUATION REPORT

By accepting the Exhibitions and grant specified in paragraph 2(c) **EXHIBITOR IS OBLIGATED TO THE SATISFACTORY COMPLETION AND SUBMISSION OF THE EXHIBITSUSA**

EVALUATION REPORT. Exhibitor should be collecting information for this report as the program develops. ExhibitsUSA is required to provide evaluation reports to the funders in paragraph 2(c).

Submission of any final report to a state arts agency does not satisfy this requirement. The Final Evaluation is due to ExhibitsUSA NOT LATER THAN April 15, 2008.

5. CREDIT REQUIREMENTS

The program you are presenting is being made available to your community by ExhibitsUSA, which is supported by public agencies and private contributors. Our ability to raise funds for such programs is directly related to the credit acknowledgments you provide. **You are required to give proper credit to ExhibitsUSA and its funding sources in all promotional and educational materials.** This section provides you with the detailed credit language and how it is required to be used.

In the event ExhibitsUSA secures a sponsor for a particular program that affects your Exhibition, you may receive amended credit requirements.

a. CREDIT PANELS:

When provided by ExhibitsUSA, all framed credit panels must be prominently displayed at or near the entrance to the Exhibition at all times.

b. For ADVERTISEMENTS, ANNOUNCEMENTS, WEBSITES, BROCHURES, INVITATIONS TO OPENINGS and other printed materials and electronic materials the following is required:

A Program of ExhibitsUSA, a national division of Mid-America Arts Alliance and The National Endowment for the Arts

-OR-

A Program of (ExhibitsUSA logo) and The National Endowment for the Arts

Type size should be consistent with the majority of the type in your materials and **never** smaller than eight (8) point type.

c. For NEWS RELEASES:

ExhibitsUSA will provide credit language for news releases in the publicity kit that will arrive in advance of the Exhibition.

Exhibitor's failure to meet the above credit requirements will jeopardize its participation in future ExhibitsUSA programs.

6. INSURANCE, CONDITION REPORTS, DAMAGES

- a. ExhibitsUSA will provide insurance coverage at its own cost for the complete contents of the Exhibition during transit, unpacking, installation, display, storage, dismantling, and repacking. Upon request, ExhibitsUSA will provide Exhibitor a bona fide certificate of insurance coverage, the contents of which shall remain confidential with Exhibitor and shall not be made public.
- b. Exhibitor will prepare and file a Condition Report with ExhibitsUSA at both the beginning and conclusion of the Exhibition on forms provided by ExhibitsUSA. The Condition Report book will arrive in the crates with the Exhibition.
- c. Exhibitor will also complete a checklist receipt, which will arrive in advance of the Exhibition, confirming safe arrival of all objects, and will return it to ExhibitsUSA within five (5) business days of the Exhibition arrival.
- d. Exhibitor will report any and all damages or losses to the Exhibition while in Exhibitor's custody immediately by telephone to ExhibitsUSA. Within 24 hours of discovery of damage or loss, Exhibitor will send a full written statement with photographs to ExhibitsUSA detailing the extent, time, place and circumstances of the damage or loss. All damaged materials must be left as discovered unless the Exhibitor is instructed by ExhibitsUSA to proceed otherwise or unless emergency measures are necessary to prevent further damage.

7. SECURITY REQUIREMENTS

The Exhibition referenced in the Agreement requires security precautions for its proper care, protection and maintenance. Exhibitor will provide the following minimum security requirements:

Moderate A

(furniture and installation technique emphasis)

For exhibitions which do not require distinct environmental control, but which have multiple display modes (floor, wall, pedestal, ceiling), and require display furniture and trained installation staff. These exhibitions are inherently vulnerable, due to artistic media.

- a. No food or drink in gallery or around artworks at any time
- b. Fire protection according to local ordinance
- c. Minimum 3 trained staff for incoming shipping, installation, de-installation, and outgoing shipping
- d. Limited-access gallery

EXHIBITSUSA AGREEMENT: Teapots: Object to Subject

BOOKING 43423

PAGE 5

- e. Exhibition locked after hours; alarms or night guards may also be required
- f. Total temperature control (gallery temperature maintained at constant 68–72°)
- g. No relative humidity extremes (+/- 10% fluctuation in a 24-hour period)
- h. No sunlight; light sources (including windows with shades/blinds) must have ultraviolet filters
- i. Exhibitor must have or be able to produce display furniture including:
 - Locked cases for small objects
 - Vitrines on pedestals
 - Objects on the floor or on very large pedestals must have ropes or other barriers to keep public at least 40 inches from the objects at all times
- j. Staff trained specifically for secure supervision of the exhibition must remain in the display area at all times while open to the public

8. RESPONSIBILITY, LIABILITY

- a. Exhibitor is responsible for damages and costs of repairs to the Exhibition, crates, packing material and everything contained therein when such damages are the result of:
 - 1. Exhibitor noncompliance of stipulated security precautions as outlined in section 7; or
 - 2. The negligence of personnel selected by Exhibitor to assist in handling the Exhibition; or
 - 3. Exhibitor's negligence in any respect to provide for and insure the safety and protection of the Exhibition.
 - 4. Exhibitor does not adhere to damage reporting and other procedures identified in paragraph 6 hereof.
- b. To the extent allowable under the laws of the State of Florida, Exhibitor shall be liable for damage to persons and property caused by the Exhibitor's negligence and arising from the Exhibitor's participation in this Agreement and Exhibitor shall hold harmless Exhibits USA there from.

9. PHOTOGRAPHS

Photographs of the work contained in the Exhibition, or its unpacking, installation, dismantling, or repacking are prohibited unless specifically and solely for Exhibitor's reasonable publicity and promotional purposes for this showing of the Exhibition or for ExhibitsUSA.

10. CANCELLATION

Exhibitor may cancel its intention to display the Exhibition only upon written notice from Exhibitor, received and acknowledged by ExhibitsUSA, which shall be accompanied by a cancellation fee payable to Mid-America Arts Alliance in the amount of the full Exhibition Fee plus any costs for storing the Exhibition during the cancelled display period. Any deposit received by ExhibitsUSA shall be credited toward the cancellation fee. If, in the event of Exhibitor's cancellation, ExhibitsUSA is able to book the Exhibition with another exhibitor at the full fee, one-half of the Exhibition Fee will be returned to Exhibitor.

EXHIBITSUSA AGREEMENT: Teapots: Object to Subject

BOOKING 43423

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11. NON-PROFIT STATUS

Exhibitor affirms that it is legally incorporated with not-for-profit status as designated by the Internal Revenue Service, or is a unit of state, local or tribal government. Exhibitor agrees to notify ExhibitsUSA immediately of any alteration of this status which may occur prior to the conclusion of the Exhibition.

12. ASSURANCE OF COMPLIANCE

All ExhibitsUSA programs are made possible by support to Mid-America Arts Alliance from state and federal sources. As a result, exhibitors are required to comply with state and federal regulations as follows:

- a. Exhibitor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and where applicable, Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 et seq). Title VI, Section 504, and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, handicap or age in any program or activity receiving ExhibitsUSA assistance. Title IX prohibits discrimination on the basis of sex in any education program receiving ExhibitsUSA assistance.
- b. Exhibitor's financial records and supporting documents (pertaining directly to the Exhibition) and all other records related to this ExhibitsUSA program shall be retained for a period of three years from the date of the Final Evaluation Report, or until a federal audit has been completed and any questions arising from it have been resolved, whichever is the lesser period. Exhibitor shall grant to ExhibitsUSA access to any pertinent books, documents, or other records kept by the Exhibitor to make audits or examinations as necessary.
- c. Exhibitor agrees to have its financial records examined by an independent auditor not less frequently than once every two years, consistent with requirements stated in federal Office of Management and Budget (OMB) Circular A-102, Attachment P, or Circular A-133, as applicable.
- d. Exhibitor shall not use federal or state funds provided by ExhibitsUSA or Mid-America Arts Alliance (if any) for purposes of lobbying to affect legislation of federal or state governments pursuant to United States Code, Section 1913.
- e. Exhibitor's Final Evaluation Report shall be prepared in compliance with cost principles as established in OMB Circular A-122 ("Cost Principles for Non-profit Organizations", Circular A-21 ("Cost Principles for Educational Institutions") or Circular A-87 ("Cost Principles for State and Local Governments"), as applicable.
- f. Exhibitor shall comply with the Drug-Free Workplace Act of 1988.
- g. Exhibitor certifies that its organization and principals are not suspended or debarred by any federal agency.
- h. Exhibitor shall comply with 29 CFR Part 505 of the Department of Labor, which provides that (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part with ExhibitsUSA funds will be paid not less than the minimum compensation for persons employed in similar activities, and (2) no part of any project or production which is financed in whole or in part with ExhibitsUSA funds will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.

EXHIBITSUSA AGREEMENT: Teapots: Object to Subject

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- i. Exhibitor certifies that its organization has on file a Section 504 Self-Evaluation. If Exhibitor has not previously conducted this self-evaluation or wishes to update the results of previously conducted evaluations, it may contact the NEA's Office of Civil Rights, free of charge, for a copy of a Program Evaluation Workbook.

Copies of the above referenced federal guidelines can be obtained from the Office of Management and Budget or local libraries.

13. FUNDING DEFAULT, 'FORCE MAJEURE'

- a. In the event that any or all of the grants (as referenced in paragraph 2(a) above) or Exhibition fees to support the full cost of the Exhibition are not forthcoming to ExhibitsUSA, neither ExhibitsUSA nor Mid-America Arts Alliance nor Exhibitor shall be held liable and Mid-America Arts Alliance may amend or terminate this Agreement.
- b. Neither party will be held liable for any delay, adjournment or failure to perform the services and or comply with the understandings provided in this Agreement, in the event of war; riot; rebellion; electricity blackout; fire; flood; strike; lockout; labor difficulty; trade union action of any kind; action of the elements; accident; delay in transportation; laws, rules or regulations of any government authority having jurisdiction; or any other matter, events or conditions beyond the reasonable control of either of the parties, provided that the above list is not limitative and that it will not be necessary to establish whether any of these events or conditions affected only the parties to the present contract or whether they also affected third parties. The above events or conditions are hereafter referred to as Events of Force Majeure. This contract can be revoked totally or partially only if reasons of Force Majeure are present.
- c. If part or all of the Exhibition tour is canceled as a result of an Event of Force Majeure, then both parties will agree to hold the other completely harmless.

14. GOVERNING LAW

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Florida.

15. BINDING EFFECT

This Agreement sets forth the full and complete understanding between ExhibitsUSA and Exhibitor and shall be binding upon ExhibitsUSA and Exhibitor, as well as their respective successors and assigns. Any questions or clarifications required by Exhibitor regarding this Agreement must be directed to ExhibitsUSA prior to the execution of this document by Exhibitor. This Agreement may be altered only in writing, signed by both parties, except as provided herein.

If, for whatever reason, the funds pledged by the Exhibitor to this program should become unavailable, this Agreement may be terminated immediately, at the option of the Exhibitor, by written notice of termination as provided hereinafter. The Exhibitor shall not be obligated to pay for any services provided or costs incurred by the other party after that party has received such notice of termination. In the event there are any unused Exhibitor funds, the receiving party shall promptly refund those funds to the Exhibitor or otherwise utilized such funds as the Exhibitor directs.

EXHIBITSUSA AGREEMENT: Teapots: Object to Subject
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The provisions of Florida's Public Records statute take precedence over any provision of the Agreement to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement September 18, 2007.

EXHIBITSUSA, a national division
of Mid-America Arts Alliance (M-AAA)

Seminole County Board of County Commissioners

By Dee A. Harris By _____

Name: Dee A. Harris

Print Name _____

Title: Director;
Visual Arts and Humanities

Title _____

Date September 18, 2007

Date _____

*Agreed as to form and
legality
Cynthia
Assoc. City Attorney*

By _____

Print Name _____

Title _____

Date _____

The following information is required for reporting to federal and state agencies. Please confirm accuracy.

U.S. Congressional District No: 7
State House District No: 35

County Name: **Seminole**
State Senate District No: 22

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Approve and authorize the Chairman to execute an Agreement with Mid-American Arts Alliance for \$4,800 for the traveling exhibit "Dichos: Words to Live, Love and Laugh By in Latin America" to be held at the Museum of Seminole County History from October 21, 2008- November 30, 2008.

DEPARTMENT: Library Services

DIVISION: Museum

AUTHORIZED BY: Jane Peterson

CONTACT: JANE PETERSON

EXT: 1501

MOTION/RECOMMENDATION:

The Museum of Seminole County History displays occasional traveling exhibits in it's endeavor to illustrate and explain the various cultures and ways of life that have existed in Seminole County since the early nineteenth century. An agreement with Mid-America Arts Alliance, through Exhibits USA, needs to be executed for sponsorship of the exhibit "Dichos: Words to Live, Love and Laugh By in Latin America" from October 21, 2008 - November 30, 2008.

\$10,000.00 is budgeted in 044500-530340 (Contracted Services) for traveling exhibits on various themes on loan from outside organizations.

County-wide

Jane Peterson

BACKGROUND:

Staff recommends the Board approve and authorize the Chairman to execute the Agreement with Mid-America Arts Alliance for \$4,800.00 for the traveling exhibit "Dichos: Words to Live, Love and Laugh By in Latin America" from October 21, 2008 - November 30, 2008.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Agreement with Mid-America Arts Alliance for \$4,800.00 for the traveling exhibit "Dichos: Words to Live, Love and Laugh By in Latin America" from October 21, 2008 - November 30, 2008.

ATTACHMENTS:

1. Agreement with Mid America Arts Alliance for Dichos

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

2018 Baltimore Avenue
Kansas City, Missouri 64108 816/421-1388



EXHIBITSUSA AGREEMENT Bookings - 43424
PLEASE READ THOROUGHLY Fiscal Year 2009

mid-america
arts alliance

THIS AGREEMENT, dated August 20, 2007, by and between Mid-America Arts Alliance, through its national division, ExhibitsUSA (hereinafter referred to as "ExhibitsUSA"), and

Seminole County Board of County Commissioners on behalf of the Museum
of Seminole County History
1101 East First St.
Sanford, FL 32771
(hereinafter referred to as "Exhibitor"),

WHEREAS, ExhibitsUSA wishes to make Dichos: Words to Live, Love and Laugh By in Latin America available to selected exhibitors, and WHEREAS Exhibitor wishes to share Dichos: Words to Live, Love and Laugh By in Latin America with its community, NOW, THEREFORE, in consideration of the mutual promises in this agreement, the parties above agree as follows:

1. EXHIBITION, DATES

- a. Exhibitor agrees to host the exhibition **Dichos: Words to Live, Love and Laugh By in Latin America** (hereinafter referred to as "Exhibition"), coordinated, subsidized, and available from ExhibitsUSA for the period **beginning October 21, 2008 and ending November 30, 2008** and to accept and display the Exhibition under the condition stated herein.
- b. The Exhibitor shall not alter the incoming shipping date, opening display date, ending display date or outgoing shipping date without written permission from ExhibitsUSA.

2. PROGRAM COST, EXHIBITION FEE, MANNER OF PAYMENT

- a. **Exhibitor shall pay an Exhibition Fee of \$4,800.00 U.S. dollars.**
- b. The full Program Cost to ExhibitsUSA of the Exhibitor's display of the Exhibition is \$10,560.00
- c. The portion of this fee not paid by the exhibitor is \$5,760.00. The portion of this fee not paid by the exhibitor is supported by grants to ExhibitsUSA from:

The National Endowment for the Arts

and other public and private contributions to ExhibitsUSA and Mid-America Arts Alliance. ExhibitsUSA's requirements for reporting to these funders are outlined in paragraph 4. Requirements for crediting these funders are outlined in paragraph 5.

- d. A 25% deposit of \$1,200.00 must be received with this signed Agreement. The balance of the Exhibition Fee is due in full on October 21, 2008. Checks should be made payable to ExhibitsUSA. Two invoices are attached to the ExhibitsUSA Agreement for your convenience.
- e. If ExhibitsUSA is not able to provide the Exhibition as described in this Agreement, the deposit will be returned in full to Exhibitor.
- f. If Exhibitor cannot fulfill the terms of the Agreement, the deposit will be forfeited and retained by ExhibitsUSA. Exhibitor may also be subject to cancellation provisions as provided in paragraph (10) of this Agreement.

2018 Baltimore • Kansas City, Missouri 64108 • (816) 421-1388 • FAX (816) 421-3918 • www.maaa.org



IN PARTNERSHIP WITH: ARKANSAS ARTS COUNCIL, KANSAS ARTS COMMISSION, MISSOURI ARTS COUNCIL, NEBRASKA ARTS COUNCIL,
OKLAHOMA ARTS COUNCIL, TEXAS COMMISSION ON THE ARTS, AND THE NATIONAL ENDOWMENT FOR THE ARTS

ExhibitsUSA



3. SHIPPING

a. Incoming Shipping of Exhibition

1. Exhibitor will receive the Exhibition via van line carrier from the previous exhibition site. Exhibitor will be responsible for providing personnel to assist with the unloading of the Exhibition. Exhibitor will not be responsible for incoming shipping costs and should contact ExhibitsUSA before accepting collect shipments.
2. ExhibitsUSA will make a good faith effort to facilitate the arrival of the Exhibition no later than 4 business days in advance of October 21, 2008. ExhibitsUSA shall not be held responsible for delays outside of its control.
3. If the Exhibition has not been received within four days prior to October 21, 2008, Exhibitor must contact ExhibitsUSA IMMEDIATELY.
4. In order to ensure that the Exhibition will be delivered to the proper location, Exhibitor must indicate below the shipping address to be used for transport. If this information is not provided, the Exhibition cannot be shipped.

INCOMING SHIPPING INFORMATION:

Name of Exhibitor

Contact Person

Telephone Number

Address

Address

City

State

Zip

LOADING DOCK? YES/NO (circle one)

IF YES, LOCATION:

b. Outgoing Shipping of Exhibition **Van Line**

1. ExhibitsUSA will specify the name and address of the institution to which the Exhibition is to be shipped, as well as the date by which the Exhibition must arrive at the next site.
2. Exhibitor will make all arrangements to transport the Exhibition to the next site as instructed by ExhibitsUSA via van line carrier approved by ExhibitsUSA. Exhibitor is responsible for all outgoing shipping costs which must be prepaid in full.
3. Exhibitor will ship the Exhibition within two (2) business days following November 30, 2008
4. Exhibitor must notify ExhibitsUSA of the date the Exhibition was shipped within two (2) days of the date the Exhibition was shipped. Exhibitor will retain bill of lading receipts for a period of three weeks from the date of shipment.
5. Exhibitor will be liable for any costs resulting from Exhibitor's delay or failure to transport the Exhibition in accordance with the provisions of this agreement.

- c. Exhibitor will be responsible for reasonable supervision and care of the Exhibition, crates, packing material and everything contained therein, from its incoming shipping until its outgoing shipping according to the timeline.

4. PROJECT EVALUATION REPORT

By accepting the Exhibitions and grant specified in paragraph 2(c) **EXHIBITOR IS OBLIGATED TO THE SATISFACTORY COMPLETION AND SUBMISSION OF THE EXHIBITSUSA EVALUATION REPORT**. Exhibitor should be collecting information for this report as the program develops. ExhibitsUSA is required to provide evaluation reports to the funders in paragraph 2(c). Submission of any final report to a state arts agency does not satisfy this requirement. The Final Evaluation is due to ExhibitsUSA NOT LATER THAN December 30, 2008.

5. CREDIT REQUIREMENTS

The program you are presenting is being made available to your community by ExhibitsUSA, which is supported by public agencies and private contributors. Our ability to raise funds for such programs is directly related to the credit acknowledgments you provide. **You are required to give proper credit to ExhibitsUSA and its funding sources in all promotional and educational materials.** This section provides you with the detailed credit language and how it is required to be used.

In the event ExhibitsUSA secures a sponsor for a particular program that affects your Exhibition, you may receive amended credit requirements.

a. CREDIT PANELS:

When provided by ExhibitsUSA, all framed credit panels must be prominently displayed at or near the entrance to the Exhibition at all times.

- b. For ADVERTISEMENTS, ANNOUNCEMENTS, WEBSITES, BROCHURES, INVITATIONS TO OPENINGS and other printed materials and electronic materials the following is required:

A Program of ExhibitsUSA, a national division of Mid-America Arts Alliance **and The National Endowment for the Arts**

-OR -

A Program of (ExhibitsUSA logo) **and The National Endowment for the Arts**

Type size should be consistent with the majority of the type in your materials and **never** smaller than eight (8) point type.

c. For NEWS RELEASES:

ExhibitsUSA will provide credit language for news releases in the publicity kit that will arrive in advance of the Exhibition.

Exhibitor's failure to meet the above credit requirements will jeopardize its participation in future ExhibitsUSA programs.

6. INSURANCE, CONDITION REPORTS, DAMAGES

- a. ExhibitsUSA will provide insurance coverage at its own cost for the complete contents of the Exhibition during transit, unpacking, installation, display, storage, dismantling, and repacking. Upon request, ExhibitsUSA will provide Exhibitor a bona fide certificate of insurance coverage, the contents of which shall remain confidential with Exhibitor and shall not be made public.

- b. Exhibitor will prepare and file a Condition Report with ExhibitsUSA at both the beginning and conclusion of the Exhibition on forms provided by ExhibitsUSA. The Condition Report book will arrive in the crates with the Exhibition.
- c. Exhibitor will also complete a checklist receipt, which will arrive in advance of the Exhibition, confirming safe arrival of all objects, and will return it to ExhibitsUSA within five (5) business days of the Exhibition arrival.
- d. Exhibitor will report any and all damages or losses to the Exhibition while in Exhibitor's custody immediately by telephone to ExhibitsUSA. Within 24 hours of discovery of damage or loss, Exhibitor will send a full written statement with photographs to ExhibitsUSA detailing the extent, time, place and circumstances of the damage or loss. All damaged materials must be left as discovered unless the Exhibitor is instructed by ExhibitsUSA to proceed otherwise or unless emergency measures are necessary to prevent further damage.

7. SECURITY REQUIREMENTS

The Exhibition referenced in the Agreement requires security precautions for its proper care, protection and maintenance. Exhibitor will provide the following minimum security requirements:

Moderate A

(furniture and installation technique emphasis)

For exhibitions which do not require distinct environmental control, but which have multiple display modes (floor, wall, pedestal, ceiling), and require display furniture and trained installation staff. These exhibitions are inherently vulnerable, due to artistic media.

- a. No food or drink in gallery or around artworks at any time
- b. Fire protection according to local ordinance
- c. Minimum 3 trained staff for incoming shipping, installation, de-installation, and outgoing shipping
- d. Limited-access gallery
- e. Exhibition locked after hours; alarms or night guards may also be required
- f. Total temperature control (gallery temperature maintained at constant 68–72°)
- g. No relative humidity extremes (+/- 10% fluctuation in a 24-hour period)
- h. No sunlight; light sources (including windows with shades/blinds) must have ultraviolet filters
- i. Exhibitor must have or be able to produce display furniture including:

Locked cases for small objects

Vitrines on pedestals

Objects on the floor or on very large pedestals must have ropes or other barriers to keep public at least 40 inches from the objects at all times

- j. Staff trained specifically for secure supervision of the exhibition must remain in the display area at all times while open to the public

8. RESPONSIBILITY, LIABILITY

- a. Exhibitor is responsible for damages and costs of repairs to the Exhibition, crates, packing material and everything contained therein when such damages are the result of:

1. Exhibitor noncompliance of stipulated security precautions as outlined in section 7; or
 2. The negligence of personnel selected by Exhibitor to assist in handling the Exhibition; or
 3. Exhibitor's negligence in any respect to provide for and insure the safety and protection of the Exhibition.
 4. Exhibitor does not adhere to damage reporting and other procedures identified in paragraph 6 hereof.
- b. Exhibitor shall bear the full and complete burden of any and all liability to persons or property, other than the Exhibition and its crates, arising out of or incurred in connection with the program and shall absolve and hold harmless ExhibitsUSA from any and all such liability.
- c. The County's responsibility and liability for damages due to the County's negligence shall be limited to that allowable under the laws of the State of Florida.

9. PHOTOGRAPHS

Photographs of the work contained in the Exhibition, or its unpacking, installation, dismantling, or repacking are prohibited unless specifically and solely for Exhibitor's reasonable publicity and promotional purposes for this showing of the Exhibition or for ExhibitsUSA.

10. CANCELLATION

Exhibitor may cancel its intention to display the Exhibition only upon written notice from Exhibitor, received and acknowledged by ExhibitsUSA, which shall be accompanied by a cancellation fee payable to Mid-America Arts Alliance as follows:

- a. If notice of cancellation is received by ExhibitsUSA more than ten (10) months prior to the scheduled beginning of the Exhibition, Exhibitor shall pay one-half of the Exhibition Fee;
- b. If notice of cancellation is received by ExhibitsUSA ten (10) months or less prior to the scheduled beginning of the Exhibition, Exhibitor shall pay the full Exhibition Fee plus any costs for storing the Exhibition during the cancelled display period. If, in this event, ExhibitsUSA is able to book the Exhibition with another exhibitor at the full fee, one-half of the Exhibition Fee will be returned to Exhibitor.

11. NON-PROFIT STATUS

Exhibitor affirms that it is legally incorporated with not-for-profit status as designated by the Internal Revenue Service, or is a unit of state, local or tribal government. Exhibitor agrees to notify ExhibitsUSA immediately of any alteration of this status which may occur prior to the conclusion of the Exhibition.

12. ASSURANCE OF COMPLIANCE

All ExhibitsUSA programs are made possible by support to Mid-America Arts Alliance from state and federal sources. As a result, exhibitors are required to comply with state and federal regulations as follows:

- a. Exhibitor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), and where applicable, Title IX of the Education Amendments Act of 1972 (20 U.S.C. 1681 et seq). Title VI, Section 504, and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, handicap or age in any program or activity receiving ExhibitsUSA assistance. Title IX prohibits discrimination on the basis of sex in any education program receiving ExhibitsUSA assistance.

- b. Exhibitor's financial records and supporting documents (pertaining directly to the Exhibition) and all other records related to this ExhibitsUSA program shall be retained for a period of three years from the date of the Final Evaluation Report, or until a federal audit has been completed and any questions arising from it have been resolved, whichever is the lesser period. Exhibitor shall grant to ExhibitsUSA access to any pertinent books, documents, or other records kept by the Exhibitor to make audits or examinations as necessary.
- c. Exhibitor agrees to have its financial records examined by an independent auditor not less frequently than once every two years, consistent with requirements stated in federal Office of Management and Budget (OMB) Circular A-102, Attachment P, or Circular A-133, as applicable.
- d. Exhibitor shall not use federal or state funds provided by ExhibitsUSA or Mid-America Arts Alliance (if any) for purposes of lobbying to affect legislation of federal or state governments pursuant to United States Code, Section 1913.
- e. Exhibitor's Final Evaluation Report shall be prepared in compliance with cost principles as established in OMB Circular A-122 ("Cost Principles for Non-profit Organizations", Circular A-21 ("Cost Principles for Educational Institutions") or Circular A-87 ("Cost Principles for State and Local Governments"), as applicable.
- f. Exhibitor shall comply with the Drug-Free Workplace Act of 1988.
- g. Exhibitor certifies that its organization and principals are not suspended or debarred by any federal agency.
- h. Exhibitor shall comply with 29 CFR Part 505 of the Department of Labor, which provides that (1) all professional performers and related or supporting professional personnel employed on projects or productions which are financed in whole or in part with ExhibitsUSA funds will be paid not less than the minimum compensation for persons employed in similar activities, and (2) no part of any project or production which is financed in whole or in part with ExhibitsUSA funds will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employees engaged in such project or production.
- i. Exhibitor certifies that its organization has on file a Section 504 Self-Evaluation. If Exhibitor has not previously conducted this self-evaluation or wishes to update the results of previously conducted evaluations, it may contact the NEA's Office of Civil Rights, free of charge, for a copy of a Program Evaluation Workbook.

Copies of the above referenced federal guidelines can be obtained from the Office of Management and Budget or local libraries.

13. FUNDING DEFAULT, 'FORCE MAJEURE'

- a. In the event that any or all of the grants (as referenced in paragraph 2(a) above) or Exhibition fees to support the full cost of the Exhibition are not forthcoming to ExhibitsUSA, neither ExhibitsUSA nor Mid-America Arts Alliance nor Exhibitor shall be held liable and Mid-America Arts Alliance may amend or terminate this Agreement.
- b. Neither party will be held liable for any delay, adjournment or failure to perform the services and or comply with the understandings provided in this Agreement, in the event of war; riot; rebellion; electricity blackout; fire; flood; strike; lockout; labor difficulty; trade union action of any kind; action of the elements; accident; delay in transportation; laws, rules or regulations of any government authority having jurisdiction; or any other matter, events or conditions beyond the reasonable control of either of the parties, provided that the above list is not limitative and that it will not be necessary to establish

whether any of these events or conditions affected only the parties to the present contract or whether they also affected third parties. The above events or conditions are hereafter referred to as Events of Force Majeure. This contract can be revoked totally or partially only if reasons of Force Majeure are present.

- c. If part or all of the Exhibition tour is canceled as a result of an Event of Force Majeure, then both parties will agree to hold the other completely harmless.

14. GOVERNING LAW

The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Florida.

15. BINDING EFFECT

This Agreement sets forth the full and complete understanding between ExhibitsUSA and Exhibitor and shall be binding upon ExhibitsUSA and Exhibitor, as well as their respective successors and assigns. Any questions or clarifications required by Exhibitor regarding this Agreement must be directed to ExhibitsUSA prior to the execution of this document by Exhibitor. This Agreement may be altered only in writing, signed by both parties, except as provided herein.

If, for whatever reason, the funds pledged by the COUNTY to this program should become unavailable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by the other party after that party has received such notice of termination. In the event there are any unused COUNTY funds, the receiving party shall promptly refund those funds to the COUNTY or otherwise utilize such funds as the COUNTY directs.

The provisions of Florida's Public Records statute take precedence over any provision of the Agreement to the contrary.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement August 20, 2007.

EXHIBITSUSA, a national division
of Mid-America Arts Alliance (M-AAA)

Seminole County Board of County Commissioners
On behalf of the Museum of Seminole County History

By Dee A. Harris By _____

Name: Dee A. Harris

Print Name _____

Title: Director;
Visual Arts and Humanities

Title _____

Date August 20, 2007

Date _____

A.

By _____

Print Name _____

Title _____

Date _____

The following information is required for reporting to federal and state agencies. Please confirm accuracy.

U.S. Congressional District No: 7
State House District No: 35

County Name: **Seminole**
State Senate District No: 22

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond for Monroe Commerce Center South Phase 3.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Jim Potter

EXT: 7323

MOTION/RECOMMENDATION:

Authorize the release of the Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,880.00 for the Monroe Commerce Center South Phase 3 road improvements (Small Bay Partners, LLC).

District 5 Brenda Carey

Jim Potter

BACKGROUND:

A Cash Maintenance Bond for \$5,880.00 was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Monroe Commerce Center South Phase 3 Paving and Drainage Improvements Maintenance and Escrow Agreement. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Monroe Commerce Center South Phase 3 Paving and Drainage Improvements Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$5,880.00 for the Monroe Commerce Center South Phase 3 road improvements (Small Bay Partners, LLC).

ATTACHMENTS:

1. Maintenance & Escrow Agreement
2. Cash Maintenance Bond

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PAVING AND DRAINAGE IMPROVEMENTS
MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this day of AUGUST 16, 2005, between ~~SEA~~ SMALL BAY PARTNERS, LLC, hereinafter referred to as "PRINCIPAL," and SEMINOLE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain paving and drainage improvements in that certain subdivision described as MONROE COMMERCE CENTER SOUTH PHASE 3, a Plat of which is recorded in Plat Book 1 Pages 114, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated AUGUST 12, 2004, (as subsequently revised or amended) and filed with the Seminole County Engineer; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from August 19, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the COUNTY cash (U.S. Currency) in the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00).

NOW, THEREFORE, in consideration of the agreements and promises herein made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The COUNTY agrees to accept the paving and drainage improvements into the County System upon execution of this Agreement and to accept the aforementioned cash as security for the maintenance obligation of the PRINCIPAL.
2. The PRINCIPAL hereby deposits in escrow with COUNTY, the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00) to guarantee that all paving and drainage improvements set forth on plans and specifications for the above subdivision will be maintained in accordance with the terms of this Agreement.
3. The COUNTY agrees to hold said funds and to pay same out in the manner described herein.
4. PRINCIPAL, its heirs, executors, successors and assigns, jointly and severally agrees to be held and firmly bound to the COUNTY in the sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$5,880.00) on the condition that, if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, 20____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.


5. The Seminole County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

6. Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the COUNTY shall be authorized, but shall not be obligated, to take over and perform, or cause to be performed, such work as shall be necessary to correct such defects, and shall be authorized to draw upon the Letter of Credit to pay the cost thereof, including, but not limited to, engineering, construction, legal and contingent costs. Further, the COUNTY, in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

7. The PRINCIPAL further agrees that the COUNTY, at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, cause to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and, in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, construction, legal and contingent costs, together with any damages, either direct or consequent, which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

Signed, Sealed and delivered in the presence of:

SHALLBAY PARTNERS, LLC
BY: LSL CORPORATION, ITS MANAGER
By: 
HOWARD SCHIEFERBOECKEL, PRESIDENT
Date: AUGUST 16, 2005

WITNESSES

Mary Jacky
Alice Sundvall

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROADS-STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

Michael K. Arnold
Michael Arnold, Manager
Roads-Stormwater Division

Date: 8/26/05

Within authority delegated by the
County Manager pursuant to Resolution
No. 97-R-66 adopted March 11, 1997
and further delegated by Memorandum
dated March 27, 1997, Re: Streamlining
of Development-Related Agenda Items
and approved on April 2, 1997.

STATE OF Florida)
) ss
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 26 day of Aug, 2005, by
Michael K. Arnold, who is personally known to me or who has produced
as identification.

Teresa Lynn Touchton
Signature of Notary Public in and for the County and
State Aforementioned

Print Name Teresa Lynn Touchton

My Commission Expires: Teresa Lynn Touchton
My Commission DD094804
Expires May 19, 2006



SUBDIVISION AND DRAINAGE IMPROVEMENTS

PAVING AND DRAINAGE IMPROVEMENTS
CASH MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SMALL BAY PARTNERS, LLC, as PRINCIPAL is held and firmly bound unto SEMINOLE COUNTY, a political subdivision of the State of Florida, in the cash penal sum of FIVE THOUSAND EIGHT HUNDRED EIGHTY — DOLLARS (\$ 5,880.00), which sum has been deposited in escrow with SEMINOLE COUNTY in accordance with the provisions of a Maintenance and Escrow Agreement of even date which is attached hereto and made a part hereof by this reference to it, does bind _____, _____, respective heirs, personal representatives, successors and assigns, jointly and severally, firmly by this Bond.

The condition of this Bond is that the paving and drainage improvements made as shown on Subdivision Plans and Specifications dated _____, including surveying, engineering, and land clearing, for MONROE COMMERCIAL CENTER SUBDIVISION Subdivision shall be maintained by the PRINCIPAL for a period of two (2) years or for any extension thereof agreed to by SEMINOLE COUNTY, and if all costs incurred in connection with the maintenance of said improvements shall be made and shall be paid in full, and in accordance therewith and with the documents and specifications referred to therein or attached thereto, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

DATED: AUGUST 16, 2005.

SMALL BAY PARTNERS, LLC
BY: LSC CORPORATION, IT'S MANAGER

Principal HOWARD SCHIEFERDECKER
MANAGER

(SEAL)

Principal _____

(SEAL)

Principal _____

(SEAL)

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Authorize Release of the Private Road Maintenance Bond for Alaqua Lakes Phase 8.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Alan Willis

EXT: 7332

MOTION/RECOMMENDATION:

Authorize the release of the Alaqua Lakes Phase 8 Private Road Maintenance Bond #17-25-27 in the amount of \$30,933.45 for the Alaqua Lakes Phase 8 road improvements (Taylor Woodrow Communities, applicant).

District 5 Brenda Carey

Alan Willis

BACKGROUND:

Maintenance Bond #17-25-27 for \$30,933.45 (American Home Assurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Alaqua Lakes Phase 8 Private Road Maintenance Bond. A two year maintenance inspection was conducted by staff for this project and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Alaqua Lakes Phase 8 Private Road Maintenance Bond #17-25-27 in the amount of \$30,933.45 for the Alaqua Lakes Phase 8 road improvements (Taylor Woodrow Communities, applicant)

ATTACHMENTS:

1. Private Road Maintenance Bond
2. Power of Attorney

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE BOND Bond #17-25-27

KNOW ALL MEN BY THESE PRESENTS:

That we, **TAYLOR WOODROW COMMUNITIES**, hereinafter referred to as "**Principal**" and **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA** hereinafter referred to as "**Surety**" are held and firmly bound unto the Homeowners Association and each and all purchasers of lots within **ALAQUA LAKES** subdivision in Seminole County, Florida, and their heirs, successors and assigns, hereinafter referred to as the "**Beneficiary**" or "**Beneficiaries**" in the sum of Thirty Thousand Nine Hundred Thirty Three and 45/100 Dollars (\$30,933.45) for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS Principal has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as **ALAQUA LAKES PHASE 8**, a plat of which is recorded in Plat Book _____, Page _____ through _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated September 14, 2004 and filed with the County Engineer of Seminole County; and

WHEREAS, Principal is obligated to protect each and every Beneficiary against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from 9/27/07

NOW THEREFORE, the condition of this obligation is such that if Principal shall promptly and faithfully protect the Beneficiaries against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Any Beneficiary may notify the Principal in writing of any defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform within the time specified, the Surety, upon 30 days written notice from any Beneficiary, or an authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said defects, any Beneficiary, in view of the health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the Beneficiaries shall have the right to correct said defects resulting from faulty materials or workmanship in case the Principal shall fail or refuse to do so, and in the event the Beneficiaries should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally hereunder to reimburse the Beneficiaries the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

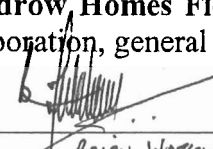
[This Bond shall be held by Seminole County, a political subdivision of the State of Florida, on behalf of Beneficiaries and maintained in the public records of Seminole County.]

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this 12th day of August, 2005.

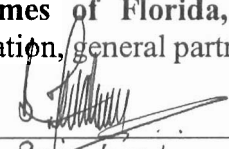
PRINCIPAL:

TAYLOR WOODROW COMMUNITIES,
a Florida general partnership


By: **Taylor Woodrow Homes Florida, Inc.,**
a Florida corporation, general partner

By: 
Name: Brian Watson
Title: PRESIDENT

By: **Monarch Homes of Florida, Inc.,** a
Florida corporation, general partner

By: 
Name: Brian Watson
Title: VICE - PRESIDENT

SURETY: National Union Fire Insurance Company of
Pittsburgh, PA

By: 
Cynthia L. Lewis, Attorney-in-Fact

Supplement No.17 _____ Appendix E-102 _____ (The next page is E-105)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

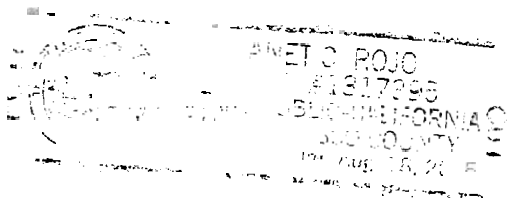
County of San Francisco

On **August 12, 2005** before me, **Janet C. Rojo, Notary Public**

personally appeared ----- **Cynthia L. Lewis** -----

☒ personally known to me - **OR** -

☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.


Signature of Notary

American Home Assurance Company
National Union Fire Insurance Company of Pittsburgh, Pa.
Principal Bond Office: 175 Water Street, New York, NY 10038

POWER OF ATTORNEY

No. 03-B-54650

KNOW ALL MEN BY THESE PRESENTS:

That American Home Assurance Company, a New York corporation, and National Union Fire Insurance Company of Pittsburgh, Pa., a Pennsylvania corporation, does each hereby appoint

---Cynthia L. Lewis, Susan Hecker, Janet C. Rojo, Swan Lee, M. Moody,
Betty L. Tolentino: of San Francisco, California---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. have each executed these presents



this 18th day of January, 2005.

Peter A. Scarpato
Vice President

STATE OF NEW YORK }
COUNTY OF NEW YORK }ss.

On this 18th day of January, 2005 before me came the above named officer of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa., to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporations thereto by authority of his office.

JOSEPH B. NOZZOLIO
Notary Public, State of New York
No. 01-NO4652754
Qualified in Westchester County
Term Expires Jan. 31, 2006

CERTIFICATE

Excerpts of Resolutions adopted by the Boards of Directors of American Home Assurance Company and National Union Fire Insurance Company of Pittsburgh, Pa. on May 18, 1976:

"RESOLVED, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"RESOLVED, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of American Home Assurance Company and of National Union Fire Insurance Company of Pittsburgh, Pa. do hereby certify that the foregoing excerpts of Resolutions adopted by the Boards of Directors of these corporations, and the Powers of Attorney issued pursuant thereto, are true and correct, and that both the Resolutions and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of each corporation



this 12th day of August 2005

Elizabeth M. Tuck, Secretary

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Donation of a Perpetual Stormwater Easement for the Sweetwater Cove Lake Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Robert Walter

EXT: 5753

MOTION/RECOMMENDATION:

Accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake. (Calvin Jr., and Lottie H. Collins)

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 from property owners adjacent to the project will be required for construction and future maintenance. Calvin Jr. and Lottie H. Collins have indicated their willingness to donate a Perpetual Stormwater Easement, at no cost, as evidenced by the attached document.

(Capital Improvement Project #00008302).

STAFF RECOMMENDATION:

Staff recommends the Board accept and authorize the Chairman to execute a Perpetual Stormwater Easement for the Sweetwater Cove Tributary Surface Water Restoration Project Phase IIIB – Dredging/Revegetation of Sweetwater Cove Lake. (Calvin Jr., and Lottie H. Collins)

ATTACHMENTS:

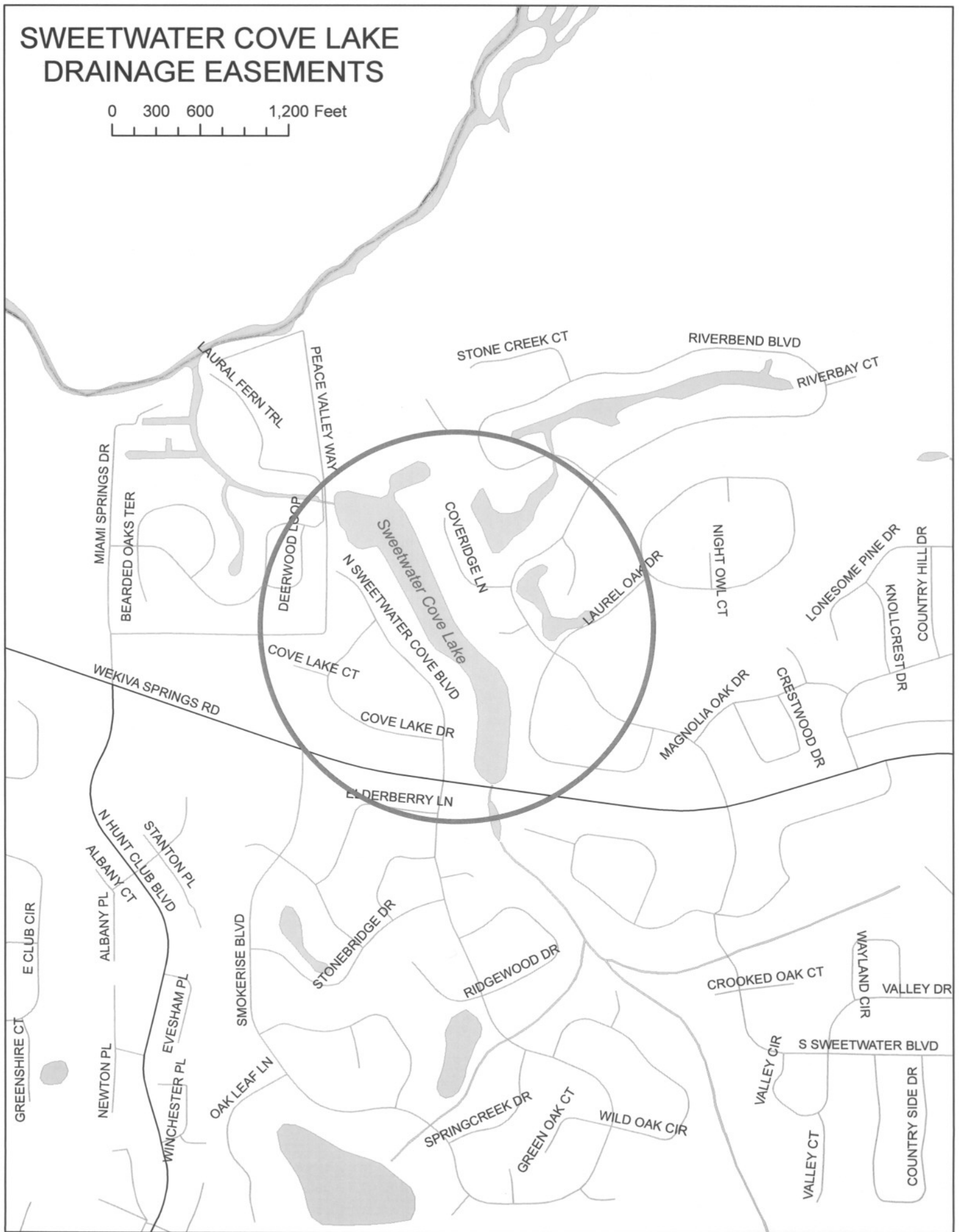
1. Location Map
2. Perpetual Stormwater Easement - Collins

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

SWEETWATER COVE LAKE DRAINAGE EASEMENTS

0 300 600 1,200 Feet



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 24 day of August, 2007, by Calvin J. & Lottie H. Collins, whose address is 212 Sweetwater Cove Blvd. N., 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 A, Sweetwater Oaks, 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. 37-20-29-509-0A00-0080

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:

SIGNATURE

PRINT NAME

SIGNATURE

PRINT NAME

PROPERTY OWNER(S):

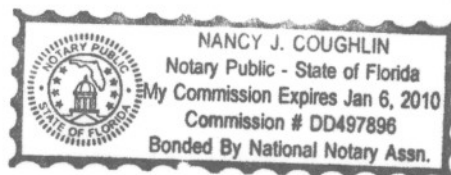
ADDRESS:

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 LOTTIE H. COLLINS and CALVIN COLLINS JR., 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 24th day of August, 2007.

Nancy J. Coughlin
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:

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Preliminary Engineering Agreement with CSX Transportation, Inc., in Conjunction with the County Road 15 Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry Matthews

EXT: 5646

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Preliminary Engineering Agreement with CSX Transportation, Inc., to facilitate the proposed widening of an existing crossing surface in conjunction with the County Road 15 Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

This agreement will facilitate the preliminary engineering for the proposed widening of an existing crossing surface on County Road 15, as part of the County Road 15 Improvement Project (see attached location map). CSX Transportation, Inc., has estimated that the reimbursable expenses for the project will be approximately \$20,000.00. This estimate for reimbursable expenses is to pay CSX Transportation, Inc., for the engineering services necessary to determine the cost of construction for improvements needed when the road is improved. The County pays for both the engineering and construction. Once the construction estimate is determined, a subsequent agreement for the actual crossing construction will be required with payment by the County to CSX Transportation, Inc., for the work.

(Capital Improvement Project # 00005801).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Preliminary Engineering Agreement with CSX Transportation, Inc., to facilitate the proposed widening of an existing crossing surface in conjunction with the County Road 15 Project.

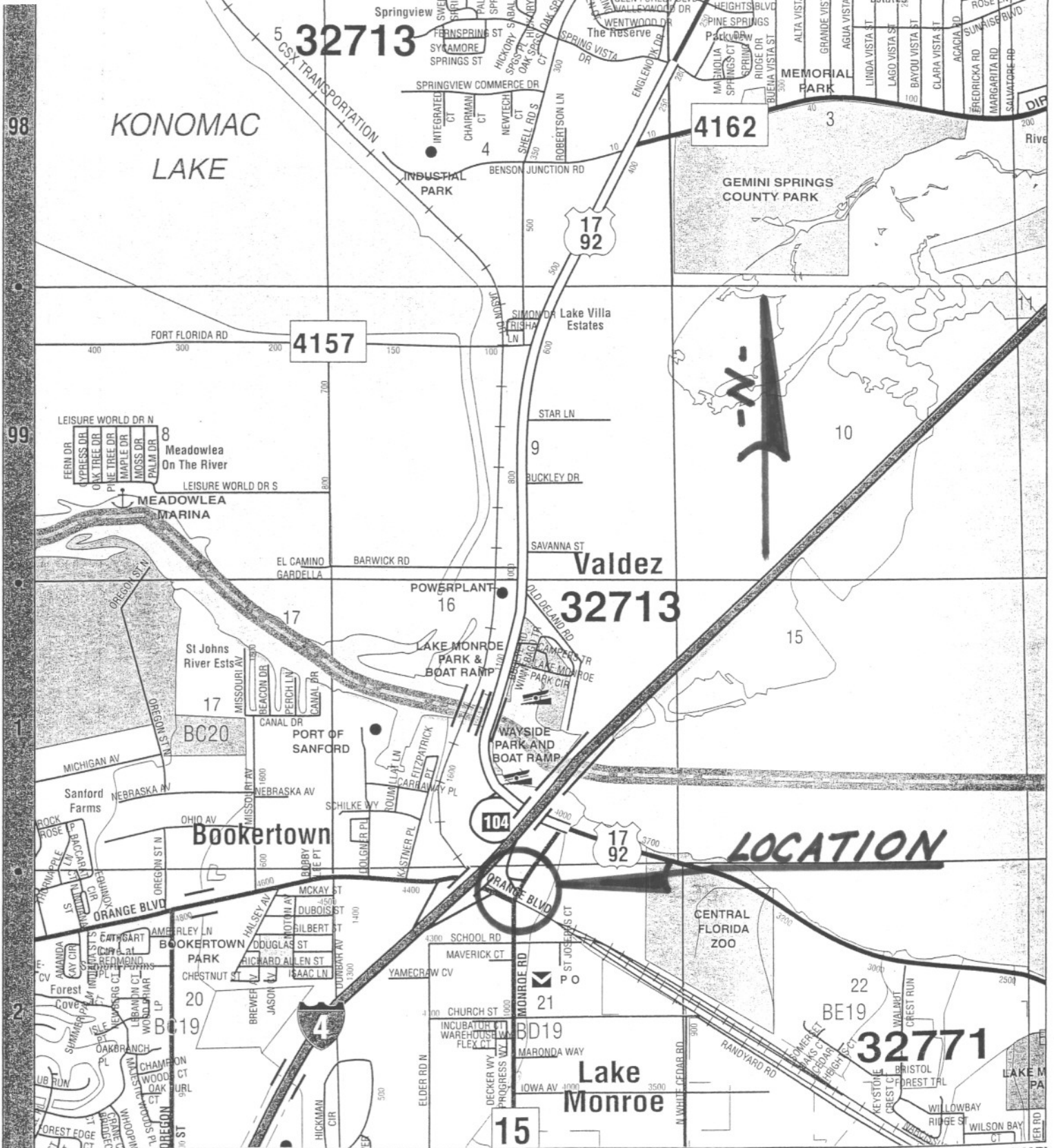
ATTACHMENTS:

1. Location Map
2. Preliminary Engineering Agreement-CSX - CR15

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

☒ Budget Review (Fredrik Coulter, Lisa Spriggs)



©UniversalMAP

LOCATION MAP

Project: Road Widening Project
State Road 400,
Sanford, Seminole County, Florida,
DOT No. 621328U, Mile Post A 763.83
CSXT OP No. (TBD)

PRELIMINARY ENGINEERING AGREEMENT

This Preliminary Engineering Agreement (this "**Agreement**") is made as of _____, 2007, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), and **Seminole County Government**, a political subdivision of the **State of Florida** ("Agency").

EXPLANATORY STATEMENT

1. Agency wishes to facilitate the development of the proposed **Road Widening Project SR 400, Sanford, Seminole County, Florida, Dot No. 621328U, RRMP A 763.83** (the "**Project**").
2. Agency has requested that CSXT proceed with certain necessary engineering and/or design services for the Project to facilitate the parties' consideration of the Project.
3. Subject to the approval of CSXT, which approval may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities, the Project is to be constructed, if at all, at no cost to CSXT, under a separate construction agreement to be executed by the parties at a future date.

NOW, THEREFORE, for and in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Scope of Work

- 1.1. Generally. The work to be done by CSXT under this Agreement shall consist of: (i) the preparation or review and approval of preliminary and final engineering and design plans, specifications, drawings, agreements and other documents pertaining to the Project, (ii) the preparation of cost estimates for CSXT's work in connection with the Project, and (iii) the review of construction cost estimates, site surveys, assessments, studies, agreements and related construction documents submitted to CSXT by Agency for the Project (collectively, the "**Engineering Work**"). Engineering Work may also include office reviews, field reviews, attending hearings and meetings, and preparing correspondence, reports, and other documentation in connection with the Project. Nothing contained in this Agreement shall oblige CSXT to perform work which, in CSXT's opinion, is not relevant to CSXT's participation in the Project.
- 1.2. Effect of CSXT Approval or Preparation of Documents. By its review, approval or preparation of plans, specifications, drawings or other documents pursuant to this Agreement (collectively, the "**Plans**"), CSXT signifies only that the Plans and the Project proposed to be constructed in accordance with the Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of such Plans or the Project constructed in accordance with the Plans.

Project: Road Widening Project
State Road 400,
Sanford, Seminole County, Florida,
DOT No. 621328U, Mile Post A 763.83
CSXT OP No. (TBD)

2. Project Construction. Nothing contained in this Agreement shall be deemed to constitute CSXT's approval of or consent to the construction of the Project, which approval or consent may be withheld for any reason directly or indirectly related to safety or CSXT operations, property, or facilities. The Project if constructed is to be constructed, if at all, under a separate construction agreement to be executed by the parties at a future date.
3. Reimbursement of CSXT Expenses.
 - 3.1. Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Engineering Work, including, without limitation: (i) all out of pocket expenses, (ii) travel and lodging expenses, (iii) telephone, facsimile, and mailing expenses, (iv) costs for equipment, tools, materials and supplies, (v) sums paid to consultants and subcontractors, and (vi) labor, together with labor overhead percentages established by CSXT pursuant to applicable law (collectively, the "**Reimbursable Expenses**").
 - 3.2. Estimate. CSXT has estimated the total Reimbursable Expenses for the Project to be approximately **\$20,000** (the "**Estimate**" as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses may exceed such Estimate, it shall provide Agency with the revised Estimate of total Reimbursable Expenses for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses as reflected in the revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further Engineering Work, unless and until Agency provides such approval and confirmation.
 - 3.3. Payment Terms.
 - 3.3.1. Advance Payment in Full. Upon execution and delivery of this Agreement by Agency, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. Agency shall pay CSXT for Reimbursable Expenses in the amount set forth in **CSXT Schedule PA** attached hereto, a copy of which shall accompany the advance payment. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within thirty (30) days following delivery of such invoice to Agency.
 - 3.3.2. Following completion of all Engineering Work, CSXT shall reconcile the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency and shall submit to Agency a final invoice if required. Agency shall pay to CSXT the amount by which actual Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery to Agency of the final invoice. CSXT will provide a refund within ninety (90) days of any unused deposits if the deposit exceeds the incurred Reimbursable Expenses for the Project.

Project: Road Widening Project
State Road 400,
Sanford, Seminole County, Florida,
DOT No. 621328U, Mile Post A 763.83
CSXT OP No. (TBD)

- 3.3.3. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.
- 3.4. Effect of Termination. Agency's obligation to pay CSXT Reimbursable Expenses in accordance with this Section shall survive termination of this Agreement for any reason.
4. Appropriations. Agency represents to CSXT that: (i) Agency has obtained appropriations sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the initial Estimate; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such additional appropriations.
5. Termination.
- 5.1. By Agency. Agency may terminate this Agreement, for any reason, by delivery of notice to CSXT. Such termination shall become effective upon the expiration of fifteen (15) calendar days following delivery of notice to CSXT or such later date designated by the notice.
- 5.2. By CSXT. CSXT may terminate this Agreement (i) as provided pursuant to Section 3.3.3., or (ii) upon Agency's breach of any of the terms of, or its obligations under, this Agreement and such breach continues without cure for a period of ninety (90) days after written notification from CSXT to Agency of such breach.
- 5.3. Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical to immediately stop the Engineering Work. Accordingly, both parties agree that, in such instance a party may continue to perform Engineering Work until it has reached a point where it may reasonably and/or safely suspend the Engineering Work. Agency shall reimburse CSXT pursuant to this Agreement for the Engineering Work performed, plus all costs reasonably incurred by CSXT to discontinue the Engineering Work and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Engineering Work. Termination of this Agreement or Engineering Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Engineering Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 3.3.2.
6. Subcontracts. CSXT shall be permitted to engage outside consultants, counsel and subcontractors to perform all or any portion of the Engineering Work.

Project: Road Widening Project
State Road 400,
Sanford, Seminole County, Florida,
DOT No. 621328U, Mile Post A 763.83
CSXT OP No. (TBD)

7. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

| | |
|---------------|--------------------------------------------------------------------------------------------------------------------------|
| If to CSXT: | CSX Transportation, Inc. 500 Water Street, J301 Jacksonville, Florida 32202 Attention: Leslie L. Scherr |
| If to HNTB: | HNTB Corporation. 7077 Bonneval Rd. Suite 600 Jacksonville, Florida 32216 Attention: Bruce Allen |
| If to Agency: | Seminole County Government 520 West Lake Mary Blvd. Suite 200 Sanford, Fl. 32773-7424 Attention: Jerry Matthews |

Entire Agreement. This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

8. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
9. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption by CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligations under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior written consent, which consent may be withheld for any reason.
10. Applicable Law. This Agreement shall be governed by the laws of the **State of Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

Project: Road Widening Project
State Road 4000,
Sanford, Seminole County, Florida,
DOT No. 621328U, Mile Post A 763.83
CSXT OP No. (TBD)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

ATTEST:

CSX TRANSPORTATION, INC.

Signed, sealed and delivered
in our presence as witnesses

Signature

By: _____
ERIC G. PETERSON as its
Assistant Chief Engineer – Public Projects

Print Name

Date: _____

Signature

Print Name

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: _____

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

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

County Attorney

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding Between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Renee Bumgardner

EXT: 5678

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

District 5 Brenda Carey

Charles Wetzel

BACKGROUND:

The Department of Transportation is currently in the design phase of the SR 46 reconstruction project located within Seminole County. The project will reconstruct SR 46 and add additional lanes for SR 46 from Mellonville to SR 415. This project includes two (2) signalized intersections: (1) SR 46 at Mellonville; and, (2) SR 46 at Fire Station # 41. The standard design for all new signalized intersections within Seminole County is Mast Arms. In keeping with this standard, the Department of Transportation is requesting that Seminole County be responsible for the difference in cost between the standard FDOT Concrete/Steel Strain Pole Signalization and the Mast Arm Signalization.

The cost difference per intersection is currently estimated at \$100,000. For the two (2) intersections of SR 46 with Mellonville and Fire Station # 41, the cost difference will be payable prior to FDOT bidding the SR 46 widening project. Although design is expected to be complete by the end of calendar year 2008, construction is currently not funded. A future agreement outlining the cost-sharing terms will be necessary when the project is scheduled for construction, as this MOU is only for the purposes of the FDOT designing mast arms.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

ATTACHMENTS:

1. SR 46 Mast Arm Project Agreement

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

MEMORANDUM OF UNDERSTANDING

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

And

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

WHEREAS, it is the policy of the State of Florida, Department of Transportation and of Seminole County, a political subdivision of the State of Florida to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the Department of Transportation currently has an ongoing project for reconstruction and additional lanes for SR 46 from Mellonville Avenue to SR 415, which is located within the boundaries of Seminole County (hereinafter referred to as the Project), and

WHEREAS, the Department of Transportation is completing the Design phase (FM #240216-2-32-01) for SR 46 that includes the intersection of SR 46 at Mellonville Avenue and the intersection of SR 46 at Fire Station #41 that are both within the boundaries of Seminole County, and

WHEREAS, Seminole County desires to have all of the referenced intersections upgraded from standard FDOT Concrete/Steel Strain Pole Signalization to Mast Arm Signalization.

NOW THEREFORE, in consideration of the foregoing and on the basis of establishing the expectations of and the obligations of each party hereto, the parties agree as follows:

1. This Memorandum of Understanding establishes the expectations and general obligations of each party and it further anticipates that separate agreements may need to be entered into to put into effect the desires of the parties.

2. The parties understand and agree that, prior to any funds being expended or encumbered that would allow the Department of Transportation (hereinafter the "Department") to undertake the Project with contribution by Seminole County (hereinafter "the County"), a Locally Funded Agreement will need to be entered into by and between the parties hereto so as to allow for and to provide the terms and conditions of the County contributing to the Department and to establish the obligation of the County to pay the costs incurred by the Department for the Mast Arm Upgrades for all of the referenced intersections should the County fail to perform or to undertake its obligations.

3. In regard to the Design phase of this segment of SR 46 from Mellonville Avenue to SR 415, pending approval of the Department Traffic Operations of the referenced intersections, it is the intent of the Department to undertake and to complete the Project that will include the Mast Arm Signalization upgrades. Notwithstanding this stated intent, the parties recognize and agree that the Department has limited funding in its work

program (design funds only) to undertake any of the work identified herein. Unless and until said Project is fully funded, the Department does not have any ability to undertake any of the tasks outlined herein.

4. If and in the event the work program is funded to allow said work to be undertaken, it is the intent of the Department to approach the construction phase of the Project so as to include the Mast Arm Signalization upgrades that will ultimately benefit the County. The County agrees to be responsible for the difference in the cost to the Department for standard FDOT Concrete/Steel Strain Pole Signalization and Mast Arm Signalization. The County shall be responsible to pay to the Department, pursuant to the terms of a Locally Funded Agreement the difference in the costs of Mast Arm signalization. The Department shall be responsible for the costs of the design of the Project.

5. In the event the County, after the Department has undertaken the design to reconstruct and add additional lanes with the Mast Arm Signalization upgrades included, backs out and decides not to fund the Mast Arm Signalization upgrades, the County will be responsible for the cost of the Department to redesign the Project without Mast Arm Signalization upgrades.

6. The Department's obligations hereunder are contingent on the appropriation of funds to accomplish the work described herein. In the event funds are not allocated to the Department to accomplish the tasks set forth herein, the Department shall be deemed to have no legal responsibility to perform under the terms of this agreement.

7. Construction funding from the County shall be due at least 90 days prior to the advertisement of the Department's bid request, pursuant to the terms of a Locally Funded Agreement.

STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

By: _____

George S. Lovett

Director of Transportation Development

Date: _____

Attest:

Executive Secretary

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: _____

Approved only as to form and legality

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Lake Monroe Partners, LLC property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Approval of a proposed negotiated settlement relating to Parcel Numbers 134/734A/734B of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$268,000.25 inclusive of all compensation to the owner, attorney fees, all costs, interest, and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Simmons.

District 5 Brenda Carey

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve a proposed negotiated settlement relating to Parcel Numbers 134/734A/734B of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$268,000.25 inclusive of all compensation to the owner, attorney fees, all costs, interest, and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Lake Monroe Partners, LLC

| |
|-----------------------------------------------------------|
| 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: Al Schwarz, Assistant County Attorney *AS*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David Nichols, Principal Engineer/Engineering Division *DND* 9-28-07

DATE: September 28, 2007

RE: Settlement Authorization
County Road 15
Parcel Nos. 134/734A/734B; Lake Monroe Partners, LLC
Seminole County v. O'Dell, et al.
Case No. 2007-CA-1455-13-K

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 134/734A/734B on the County Road 15 road improvement project. The recommended settlement is at the total sum of \$268,000.25 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 allocated as follows.

| | |
|---------------------|------------------------------------------------------|
| \$222,400.00 | land value, severance damage, and statutory interest |
| \$ 41,225.25 | statutory attorney's fee; and |
| \$ 4,375.00 | cost reimbursements |
| <u>\$268,000.25</u> | Total |

I. THE PROPERTY:

A. Location Data

The subject property is located at the northwest corner of County Road 15 (Monroe Road) and unpaved School Street in a portion of unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 800 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 Nos. 134/734A/734B. 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 2, 2007, with title vesting in Seminole County on August 14, 2007, the date of the good faith deposit in the amount of \$102,600.00.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 134 is 17,792 square feet in fee simple. The acquisition of this parcel will leave a remainder of 180,643 square feet from a parent tract of 198,435 square feet. The taking is a rectangular strip of land that will be taken from the subject's frontage on County Road 15.

The acquisitions of Parcel Nos. 734A and 734B are 71 square feet and 40 square feet, respectively. This temporary construction easements ("TCE") are rectangular shaped parcels located along the east boundary of the subject property and will be used to construct a drainage inlet.

IV APPRAISED VALUES

The County's original report dated September 29, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be \$89,300.00 (\$89,000.00 for 134, \$200.00 for 734A and \$100.00 for 734B). The updated report dated July 2, 2007, opines the value at \$102,600.00 (\$102,300.00 for the fee, no change in the TCEs values).

The owner did not have an appraisal report prepared. However, the property owner's attorneys provided comparable sales to the County at a settlement conference as discussed below.

V BINDING OFFER/NEGOTIATION

The County's initial written offer was \$97,475.00, exclusive of costs and fees. Subsequent to the initial written offer, the County received an updated appraisal report opining total compensation at \$102,600.00 or \$5.75 a square foot. The issues in the case revolved around the value of the land taken as compared to the property immediately adjacent to the north of the subject property on C-15. The property adjacent to the subject property was valued by the County's appraiser at \$14.00 per square foot (before the adjacent parcel's eventual settlement) even though it was encumbered with a large portion of national wetlands. Another factor considered was the visibility of the subject property as compared to the adjacent property from I-4. Due

to recent construction in the area, it was argued that visibility of the developable portion of the adjacent property and the subject property was similar.

Based upon these issues, the County met with the property owner at a settlement conference. In attendance at the meeting were the property owner, the property owner's attorneys, the Deputy County Attorney, the County's engineering representative, the County's review appraiser and the Assistant County Attorney. Considering the similarity of the developable portion of the property adjacent to the subject as compared to the subject with the exception of the adjacent property's access, an agreement was reached in that \$12.50 a square foot times the area taken for Parcel 134, or \$222,400.00, would be a reasonable value for the land taken and the TCEs. This amount would be exclusive of only attorney's fees and costs and is considered reasonable in that it avoids all additional costs of litigation.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$41,225.25. The sum is statutorily computed based upon a settlement sum of \$222,400.00 less a first written offer of \$97,475.00 to produce a benefit of \$124,925.00.

The owner's claimed costs for the referenced parcels totaled \$5,032.00 (\$3,997.00 for appraisal costs and \$1,035.00 for engineering costs). The County challenged the costs as excessive and after negotiation, the owner agreed to accept reimbursement of costs at \$4,375.00. The break down is as follows:

| | |
|------------|-------------------|
| \$3,400.00 | appraisal costs |
| \$ 975.00 | engineering costs |

VII COST AVOIDANCE

By this settlement, the County avoids all additional costs associated with litigation.

VIII RECOMMENDATION

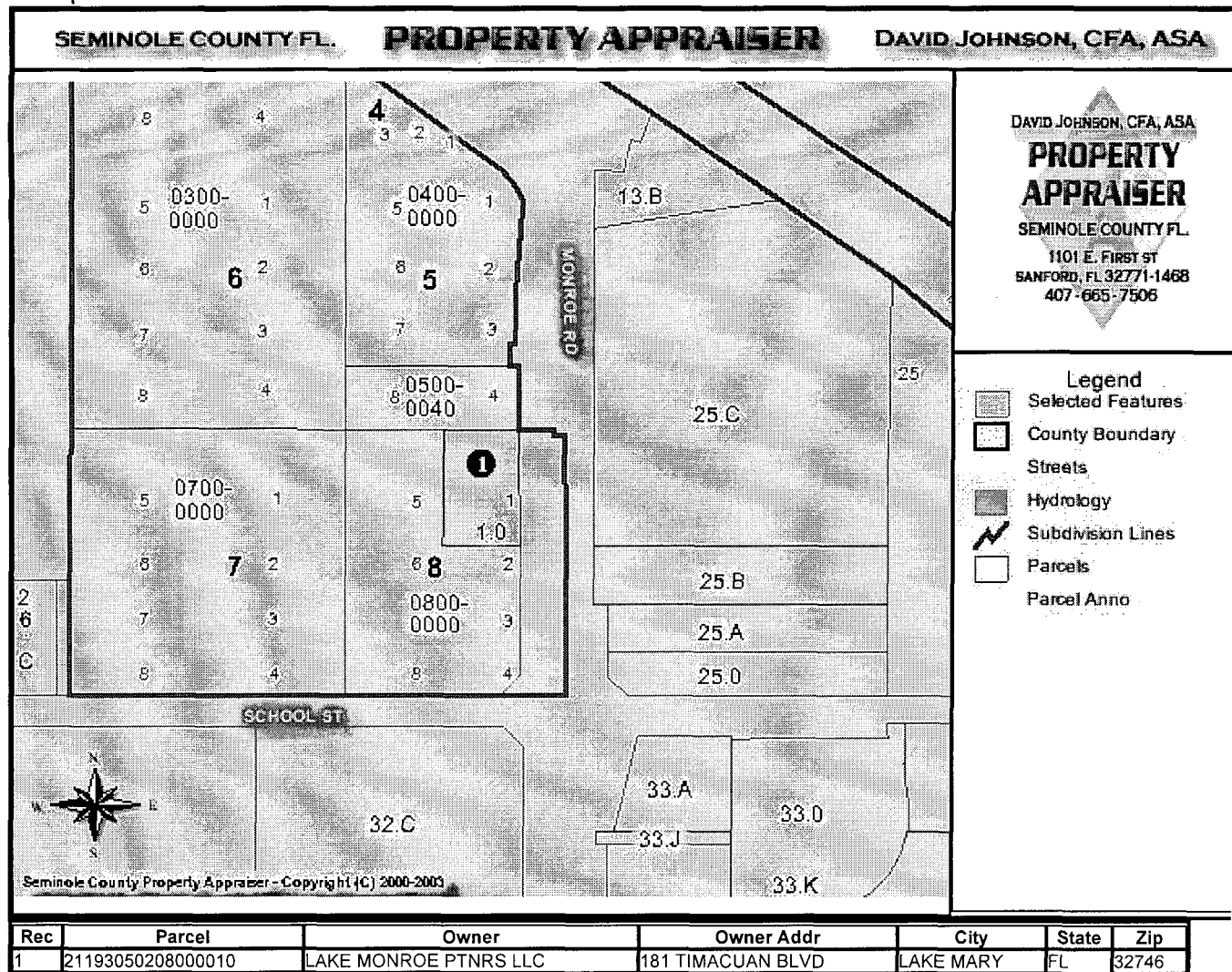
County staff recommends that the BCC approve this negotiated settlement in the total sum of \$268,000.25, inclusive of all compensation to the owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

ASH/dre

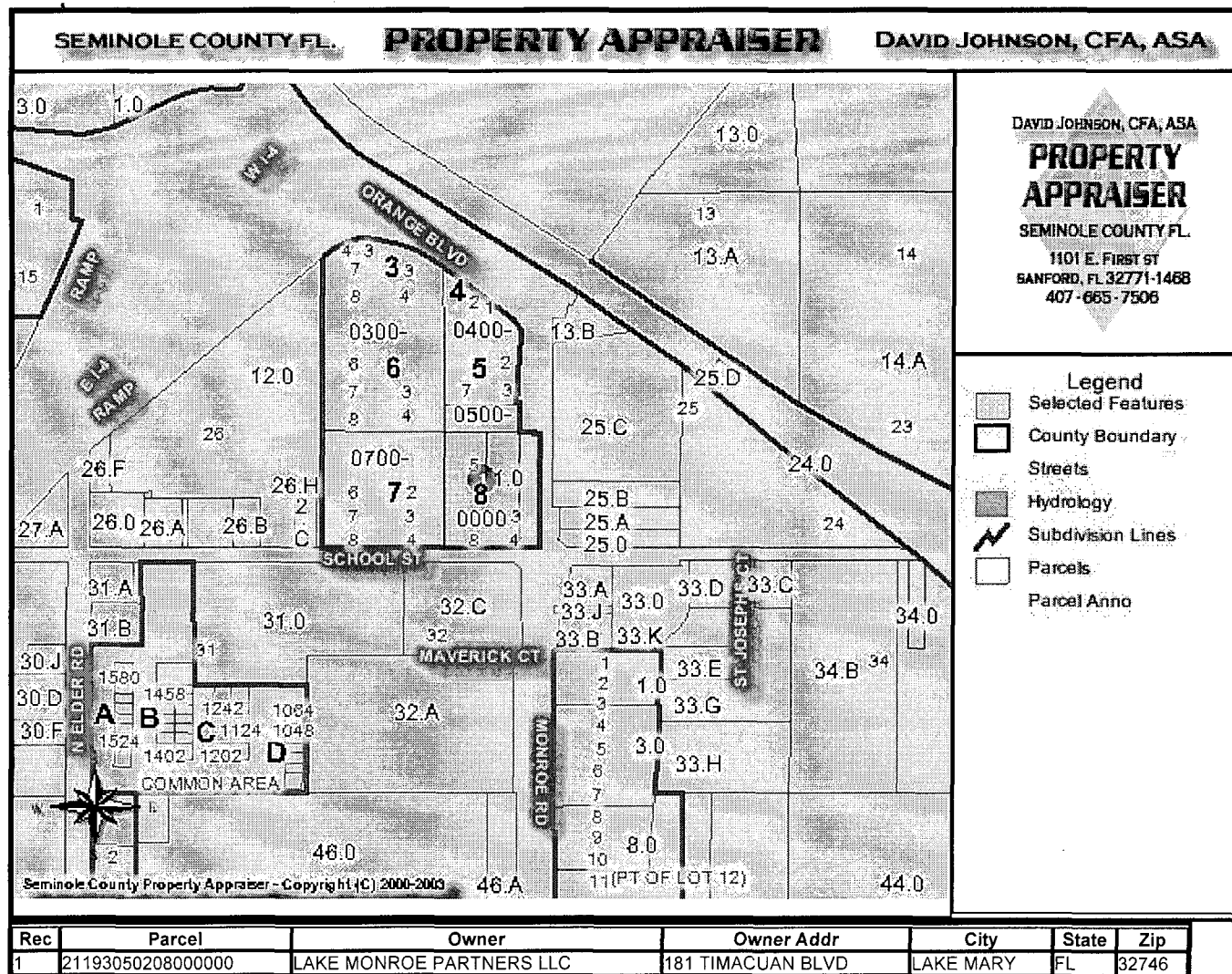
Two (2) Attachments:

Exhibit A - Location Map

Exhibit B – Sketch



COMPOSITE EXHIBIT A



COMPOSITE EXHIBIT A

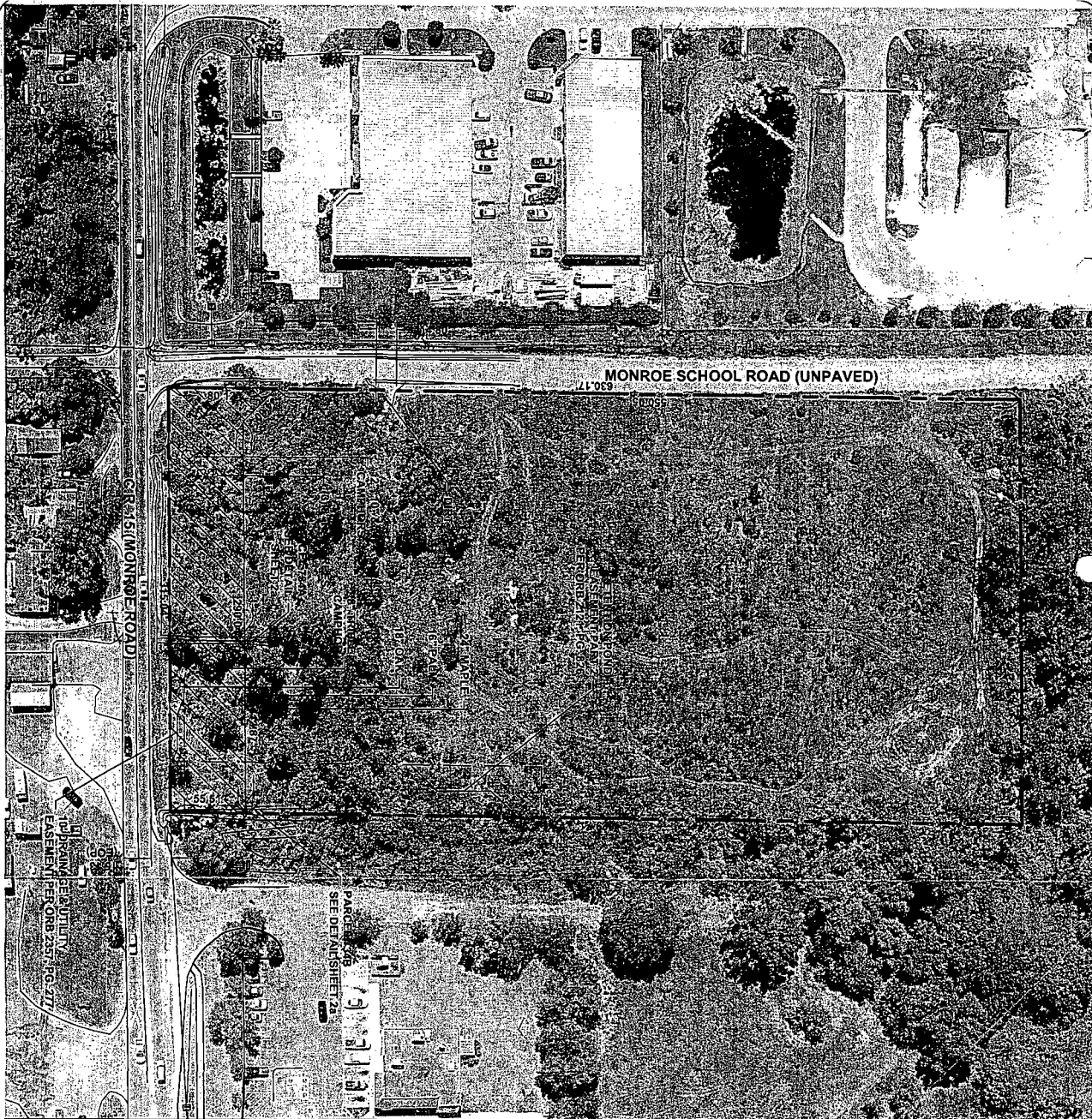
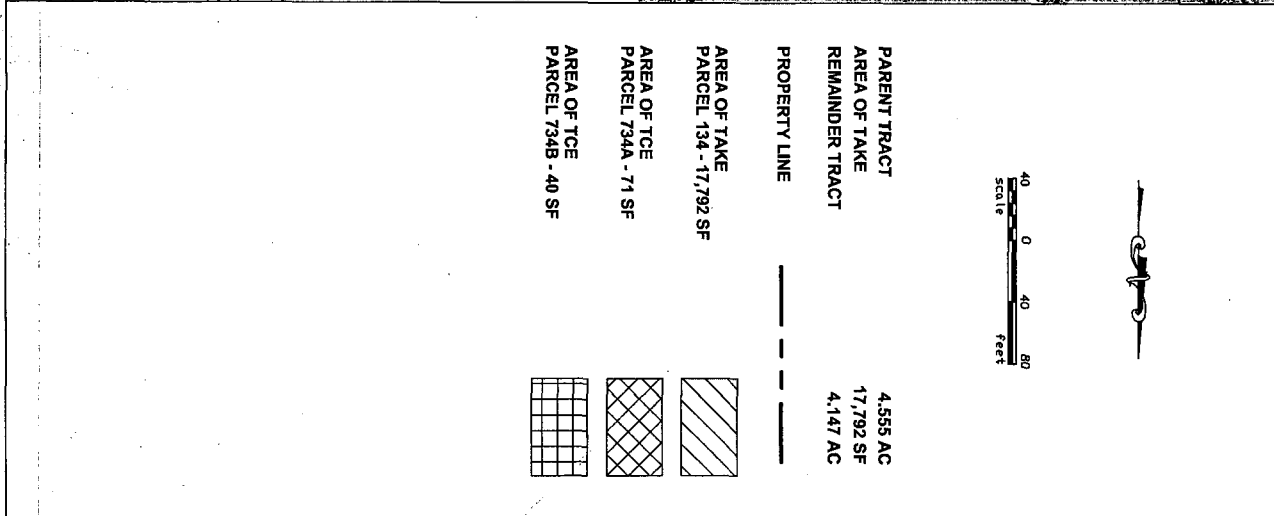


EXHIBIT B



PARENT TRACT : WITH TAKING SHOWN

PARCEL 134 / 734 A/B
C.R. 15 / MONROE ROAD
SEMINOLE CO., FLORIDA

| | |
|----------------------------|-----------------------------|
| SCALE AS SHOWN | |
| DRAWN: <u> </u> | APPROVED: <u> </u> |
| CHECKED: <u> </u> | APP. DATE: <u>12/05/09</u> |



gai consultants
618 East South Street
Orlando, Florida 32801
407-452-8585

SHEET 2
PROJECT NUMBER
10003320
FILE NAME: 00134-734A-B.dwg

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Zachary Taylor Holdings, Inc. property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

Authorize the issuance of an Offer of Judgment for Parcel Number 132 on the Lake Emma Road improvement project in the amount of \$18,700.00. Judge Simmons.

District 4 Carlton D. Henley

Bob McMillan

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board authorize the issuance of an Offer of Judgment for Parcel Number 132 on the Lake Emma Road improvement project in the amount of \$18,700.00.

ATTACHMENTS:

1. Zachary Taylor Holdings, Inc.

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew Minter, County Attorney *mm*

FROM: Al Schwarz, Assistant County Attorney *AHS*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E./Principal Engineer/Major Projects *DV* 9-21-07

DATE: September 18, 2007

SUBJECT: Authorization of Offer of Judgment
Lake Emma Road improvement project
Parcel No.: 132
Owner: Zachary Taylor Holdings, Inc.
Seminole County v. Recoton Corporation, et al.
Case No.: 2003-CA-850-13-K

This Memorandum requests authorization by the Board of County Commissioners (BCC) to issue an Offer of Judgment on Parcel No. 132 in the amount of \$18,700.00.

I PROPERTY

A. Location Data

Parcel No. 132 is located at the southwest corner of Lake Emma Road and Commerce Street within the Lake Mary Commerce Center. See Location Map attached as Exhibit A and parcel sketch as Exhibit B.

B. Street Address

The street address for Parcel No. 132 is void as this is vacant property.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2002-R-56 on April 9, 2002, authorizing the acquisition of Parcel No. 132 and finding that the Lake Emma Road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on July 1, 2003, with title vesting in Seminole County on July 17, 2003, the date of the good faith deposit for this parcel in the amount of \$10,000.00.

III ACQUISITIONS AND REMAINDER

The taking is a 10 foot and corner clip taking that extends along the subject's east property line and the corner of Commerce Street and Lake Emma Road and consists of .048 acres (2,098 square feet).

The remainder property will be 1.590 acres and will retain similar frontage and the same access and similar shape as before the taking.

IV APPRAISED VALUES

The County's original report dated November 12, 2001 by The Spivey Group, Inc. (formerly Hastings & Spivey, Inc.), reported full compensation for Parcel No. 132 to be \$8,800.00. The updated report dated September 16, 2005, with date of value as of July 17, 2003, opined \$10,000.00.

The owner's appraiser Consortium, produced an appraisal report dated June 7, 2005, opine compensation to be \$15,700.00.

V BINDING OFFER/NEGOTIATION

The County's initial written offer for Parcel No. 132 was \$10,000.00. The owner's attorney has been in discussion with the County regarding this parcel. The owner's attorney, although initially agreeing to settle the case, has apparently decided not to and may be seeking to secure an additional appraisal report.

VI ANALYSIS

An offer of judgment is a procedural device that is intended to impose a monetary risk on a party which refuses to accept a reasonable settlement offer. An offer of judgment, when made and accepted, settles the owner's compensation, damages, and statutory attorney's fees; however, it leaves the costs outstanding. Costs would then either be settled or determined by the Court.

If an owner rejects an offer of judgment, it has no impact on settlement or statutory attorney's fees. However, it impacts the property owner's expert costs in two (2) ways:

(1) Expert costs are not reimbursed for time expended after the date of the rejection of the offer of judgment if a verdict or subsequent settlement is less than the offer of judgment amount, and

(2) The owner's experts have their compensation for trial preparation at risk; as a result, the experts may not maintain a high level on preparation and be more motivated to control their expenditure of time in trial preparation.

If an offer of judgment is not made, then the owner's experts may be encouraged to run up a tremendous number of hours and prepare hard for trial because reimbursement of costs by the County is limited only by what the court deems reasonable or unreasonable.

The recommended amount of the offer of \$18,700.00 is intended to cover the minimal difference between the Owner's appraisal report and the County's appraisal amount of \$5,700.00 plus statutory interest on this parcel as referenced below. The additional sum of \$5,700.00 and statutory interest represents what the owner might reasonably anticipate obtaining by going to trial given that the current difference in appraised amounts is so minor.

VII COST AVOIDANCE

By this offer of judgment, the County has the potential to avoid the additional costs associated with litigation. At trial these costs would far exceed the difference in value of \$5,700.00 plus accrued interest up to and including December 31, 2007, estimated in the amount of \$2,978.68, or \$3,000.00 rounded.

VIII RECOMMENDATION

County staff recommends that the BCC authorize the issuance of an Offer of Judgment in the amount of \$18,700.00. This amount is reasonable, given the County's appraisal and what is currently known about the owner's position.

AHS/dre

Attachments:

Exhibit A - Location Map

Exhibit B – Sketch

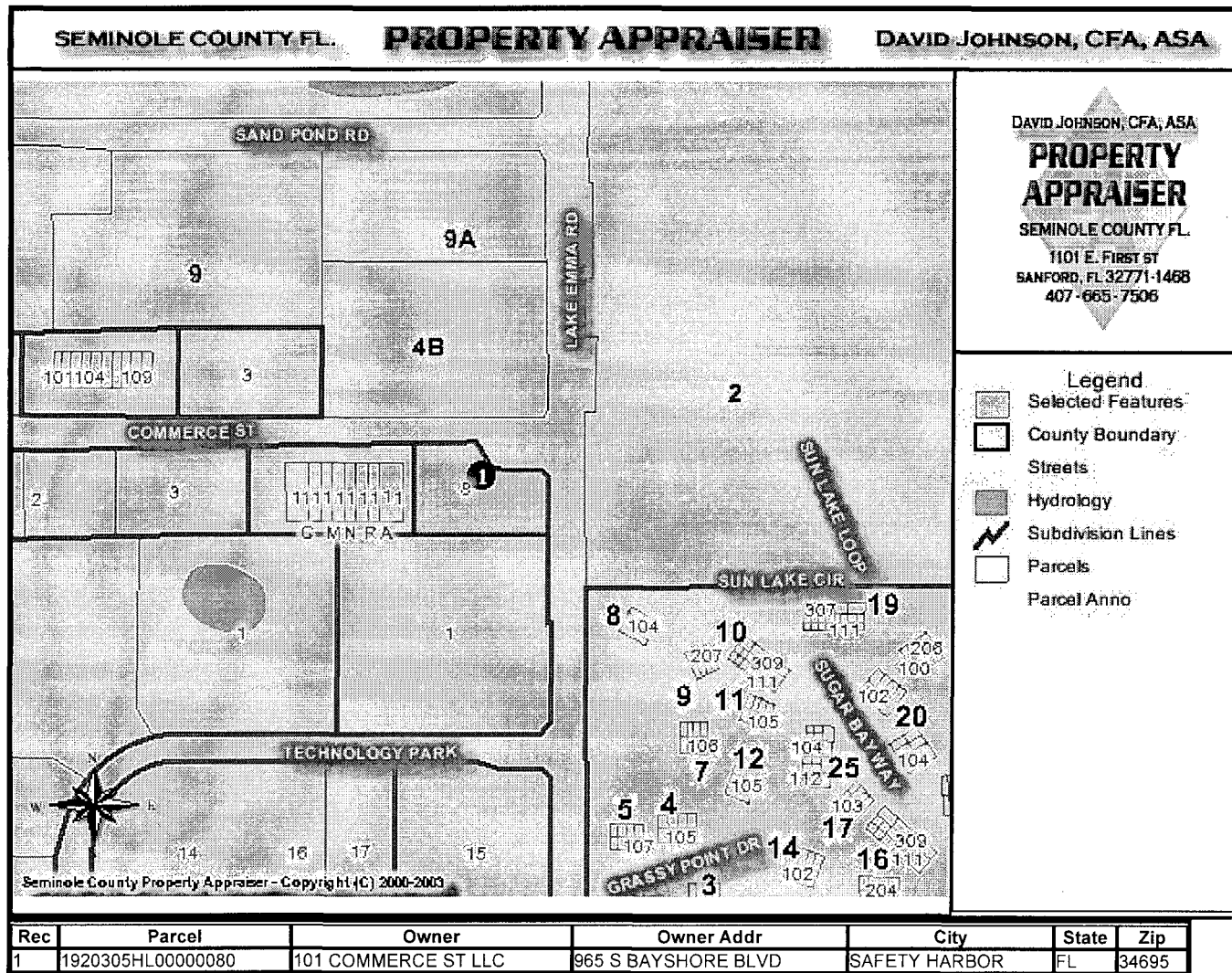
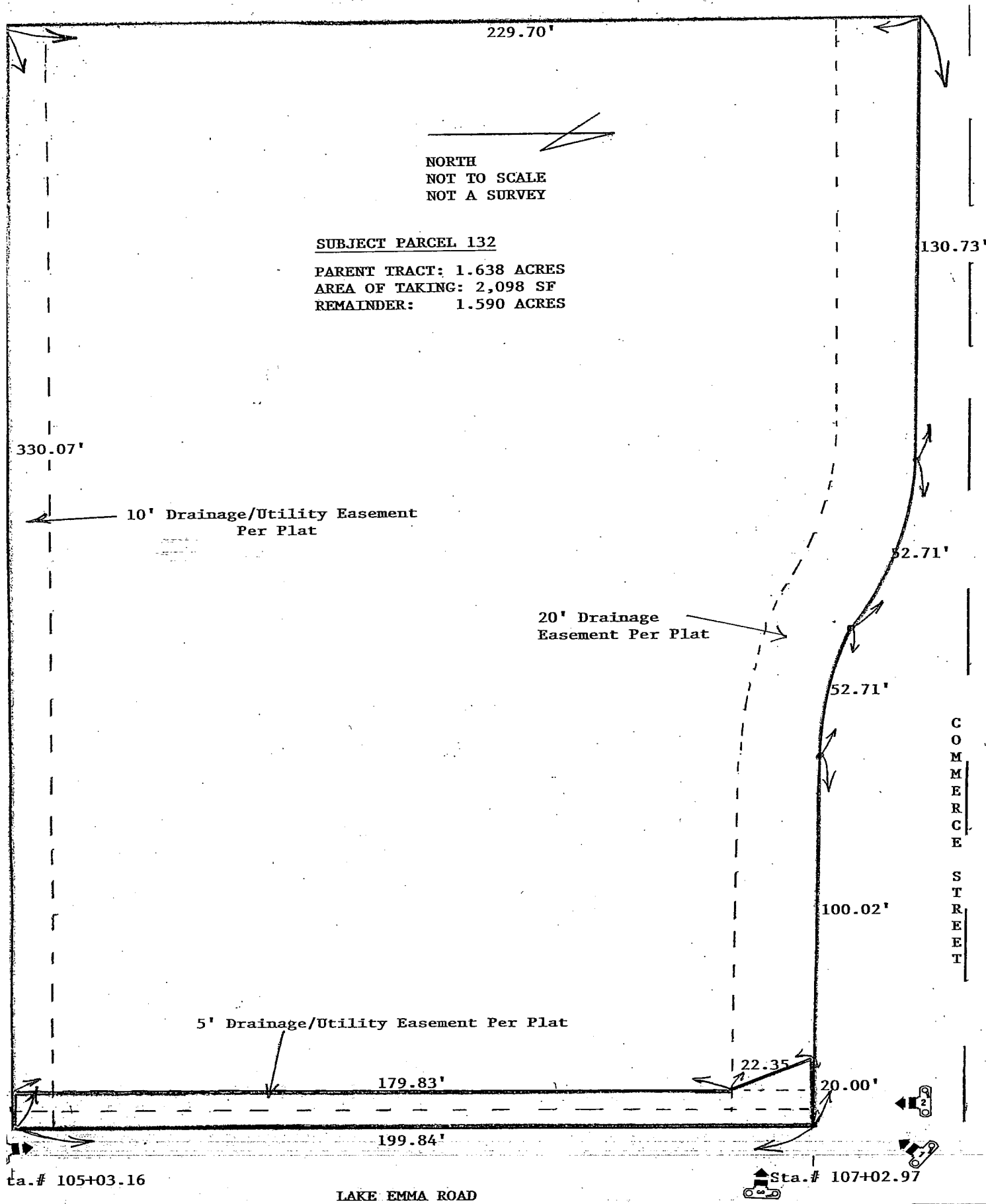


EXHIBIT A



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: April Boswell, Sharon Peters

CONTACT: Sandy McCann

EXT: 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Lists dated September 24 & 28, 2007; approval of Payroll List dated September 20, 2007; approval of BCC Official Minutes dated September 24, 2007.

County-wide

Dave Godwin

BACKGROUND:

1. Expenditure Approval Lists dated September 24 & 28, 2007; and Payroll Approval List dated September 20, 2007.
2. BCC Official Minutes dated September 24, 2007.
3. Clerk's "Received and Filed" - for information only.

STAFF RECOMMENDATION:

Staff recommends approval of Expenditure Lists dated September 24 & 28, 2007; approval of Payroll List dated September 20, 2007; approval of BCC Official Minutes dated September 24, 2007.

ATTACHMENTS:

1. Clerk's Report 10/23/07

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists and BCC Official Minutes

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 10-23-2007 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of BCC Minutes

BACKGROUND:

1. Expenditure Approval Lists dated September 24 & 28, 2007; and Payroll Approval List dated September 20, 2007.
2. BCC Official Minutes dated September 25, 2007.
3. Clerk's "Received and Filed" - for information only.

| | |
|--------------|--|
| Reviewed by: | |
| Co. Att | |
| OMB | |
| Other | |
| DCM | |
| CM | |

CLERK'S REPORT
OCTOBER 23, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE & PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated September 24 & 28, 2007, and Payroll Approval List dated September 20, 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 September 25, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only

1. Memorandum to Sandy McCann, Supervisor, County Commission Records, from Denes Balo, Director of Clerk's Finance, submitting FY 2006/2007 Amended Budget.
2. Memorandum to Denes Balo, Director of Clerk's Finance, from Sandy McCann, Supervisor, County Commission Records, acknowledging receipt of Amended Budget for FY 2006/2007.
3. Notice of Hearing from the Florida Public Service Commission re: Application for increase in water and wastewater rates in Alachua, Brevard, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, Inc.
4. Water and Sewer Cash Maintenance Bond with Escrow Agreement in the amount of \$7,712.53 for the project known as Olsen Estates.

5. Notice of Commission Hearing and Prehearing from the Florida Public Service Commission to All Investor-Owned Electric and Gas Utilities and All Other Interested Persons re: Docket Nos. 070001-EI, 070002-EG, 070003-GU, 070004-GU and 070007-EI.
6. Development Orders #07-30500006 and #07-30500005 for Centex Homes Bullion Loop variances.
7. Addendum #1 to Development Order #03-20500005, Hawthorne Glen PUD Major Amendment.
8. Satisfactions of Connection Fees for the projects known as C.A. Stone Restaurant A (Macaroni Grill); Bridgewater Commons; Wekiva Springs Road PCD; and Hyatt Place Hotel.
9. Bill of Sale accepting water system within the project known as Centre for Alternative Medicine.
10. Bills of Sale accepting water and sewer systems within the project known as Greenway South PUD (aka Shoppes at Clayton's Crossing).
11. Bill of Sale accepting water system within the project known as Fairwinds Credit Union SR 46.
12. Assignment of Conditional Utility Agreements for water and sewer service with Lakeview at Heathrow LLC, D.R. Horton and CDG Heathrow Ltd. for the project known as Lakeview at Heathrow.
13. Letter from Simply Self Storage requesting address change for all tax bills, notices, etc. for listed parcels owned or controlled by the undersigned.
14. Memorandum to Sandy McCann, Supervisor of Commission Records, from Lori Kennedy, County Attorney's office, submitting Lawyer's Title Insurance Corp. Policy and Warranty Deed for County Road 15 (Monroe Road).
15. Work Order #45 to CC-1267-05.

16. Change Order #1 to Work Order #5 to CC-1284-06.
17. Work Order #20 to PS-0381-06.
18. Work Order #12 to CC-1075A-06.
19. Sixth Amendment to RFP-4188-03.
20. Fifth Amendment to IFB-3063-03.
21. Change Order #1 to CC-0376-05.
22. Amendment #1 to M-2481-07.
23. Third Amendment to RFP-600094-06.
24. Second Amendment to RFP-4253-05.
25. Amendment #1 to Work Order #1 to M-2189-07.
26. Work Orders #8 & #9 to PS-1074-06.
27. Work Orders #14 & #16 to PS-1529-06.
28. IFB-600168-07 Contract, Helena Chemical Co.
29. Change Order #1 to Work Order #6 to CC-1075-06.
30. Change Order #1 to Work Order #7 to CC-1075-06.
31. Amendment #3 to Work Order #11 to PS-0381-06.
32. IFB-600109-06 Contract, Hydro Conduit Corp.
33. Change Order #1 to CC-1472A-07.
34. Work Order #10 to RFP-0225-05.
35. Work Order #1 to PS-0955-06.
36. Work Order #1 to PS-1666-07.
37. Presentation Materials on CD's for CC-2341-07 and PS-2108-07.
38. Bids as follows: CC-2424-07; RFP-600621-007; IFB-600250-07; and RFP-600244-07.

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Budget Amendment Resolution

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: April Boswell, Sharon Peters

CONTACT: Penny Fleming

EXT: 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to recognize \$741,665 in U.S. Department of Justice, Office of Justice Assistance revenues and a corresponding increase in the Sheriff's Office FY 2007/08 budget.

County-wide

Penny Fleming

BACKGROUND:

The Seminole County Sheriff's Office (SCSO), Central Florida Community Justice Coalition was just awarded \$741,665 through the Edward Byrne Memorial Discretionary Grants Program under the Department of Justice. The Central Florida Community Justice Coalition was established by law enforcement leaders throughout Central Florida as a partnership among law enforcement agencies as well as county and state government. The mission of this partnership is to reduce violent crime by specifically focusing on recidivism rate and crime trends. The Seminole County Sheriff's Office serves as the lead agency. Funding is to be utilized for probation and law enforcement officer overtime and equipment. There is no required match, nor additional positions required for these funds.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to recognize \$741,665 in U.S. Department of Justice, Office of Justice Assistance revenues and a corresponding increase in the Sheriff's Office FY 2007/08 budget.

ATTACHMENTS:

1. Edward Byrne Grants Program letter
2. Budget Amendment Resolution 08-04

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

MEMORANDUM: ADMINISTRATIVE SERVICES

1703-07-067

TO: Cindy Coto, County Manager

FROM: Penny J. Fleming, Chief, Administrative Services

DATE: September 27, 2007

SUBJECT: Edward Byrne Memorial Discretionary Grants Program

The Seminole County Sheriff's Office (SCSO) Central Florida Community Justice Coalition was just awarded \$741,665,000 through the Edward Byrne Memorial Discretionary Grants Program under the Department of Justice. The Edward Byrne Memorial Discretionary Grants Program, administered by the Office of Justice Programs' (OJP's) Bureau of Justice Assistance (BJA), helps improve the capacity of local adult criminal justice systems and provides for national support efforts such as training and technical assistance projects to strategically address local needs.

The SCSO Central Florida Community Justice Coalition (CFCJC) is a mechanism for Central Florida Criminal Justice agencies to share investigative information, and develop collaborate enforcement efforts towards targeted violent crime occurring in our communities. The funding will be allocated to the Seminole County Sheriff's Office, the lead agency of the Central Florida Community Justice Coalition to specifically target violent crime and recidivism rates. Funding is to be utilized for probation and law enforcement officer overtime and equipment. There is no required match, nor additional positions, required for these funds.

The Seminole County Sheriff's Office is requesting the Board of County Commissioners approval for the Chairman to sign the Budget Amendment Request and to process the corresponding adjustments to the Sheriff's Office budget.

It is respectfully requested that the Byrne grant be placed on the agenda for the Board of County Commissioners meeting on Tuesday October 23, 2007.

If you have any questions regarding this agenda item, please contact Chief Penny Fleming at 407-665-6617 or Elizabeth Vergara at 407-665-6742.

C: Lisa Spriggs
Director of Fiscal Services

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: **Sheriff's Office**

Fund(s): General Fund

DFS Recommendation

| | |
|------------|------|
| Analyst | Date |
| Budget Mgr | Date |
| Director | Date |

PURPOSE: Appropriate funds for the Edward Byrne Memorial Discretionary Grants Program

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 |
|----------------------|-----------|------------------------|------------------|
| 00100.331224 | | Sheriff-Federal Grants | \$741,665 |
| Total Sources | | | \$741,665 |

Uses:

| Account Number | Project # | Account Title | Amount |
|------------------------|-----------|--------------------------------|------------------|
| 00100.013001.590963.02 | | Sheriff's – Personnel Services | \$623,870 |
| 00100.013001.590963.03 | | Sheriff's – Operating Exp | 21,973 |
| 00100.013001.590963.05 | | Sheriff's -Capital | 95,822 |
| Total Uses | | | \$741,665 |

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: _____

DOCUMENT ACTION FORM

DATE: September 27, 2007

SUBJECT: Budget Amendment Request -
Edward Byrne Memorial Discretionary Grants Program

Item No.

AUTHORITY FOR PROCESSING: Sheriff's Office
Department Director Signature

1. To be placed on Report for BCC Meeting on October 23, 2007
[Date]

Listed under County Managers report

2. Signature Needed by Chairman _____

3. Board Approved on [Date] _____

4. Other [Specify] _____

NOTE: One original and one copy of document or letter needed
for original signature (Not applicable for Resolutions
or Ordinances - original only.)

Additional copies of documents should be forwarded if
applicable and required for proper distribution.

DIRECTIONS FROM ORIGINATING DEPARTMENT FOR FINAL PROCESSING OF
ORIGINAL. EXECUTED DOCUMENTS BY COUNTY COMMISSION RECORDS.

Original to Commission Records, Return Original to Elizabeth
Vergara at the Sheriff's Office. _____

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**Department: **Sheriff's Office**

Fund(s): General Fund

PURPOSE: Appropriate funds for the Edward Byrne Memorial
Discretionary Grants Program.**FS Recommendation**

B. Crawford

Analyst

Date

Budget Manager

Date

Director

Date

08-04

BAR

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 |
|-------------------|-----------|------------------------|------------------|
| 00100.331224 | | Sheriff-Federal Grants | \$741,665 |
| | | | |
| | | | |
| Total Uses | | | \$741,665 |

Uses:

| Account Number | Project # | Account Title | Amount |
|------------------------|-----------|--------------------------------|------------------|
| 00100.021000.590963.02 | | Sheriff's – Personnel Services | \$623,870 |
| 00100.021000.590963.03 | | Sheriff's – Operating Exp | 21,973 |
| 00100.021000.590963.05 | | Sheriff's – Capital | 95,822 |
| Total Uses | | | \$741,665 |

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:

Marianne 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: Law Enforcement Trust Fund Expenditure - Contribution to Women of Renewing Minds, Inc.

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: April Boswell, Sharon Peters

CONTACT: Penny Fleming

EXT: 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide for a contribution to Women of Renewing Minds, Inc.

County-wide

Penny Fleming

BACKGROUND:

Women of Renewing Minds, Inc. is a not for profit 501(C)(3) organization that was established in January 2003 and is based in Sanford. The organization provides assistance to women that are re-entering the community after a period of incarceration, those that struggle with substance abuse or alcoholism, and those who do not have a safe home environment in which to live. Services provided include job placement, transportation services, transitional housing, substance abuse counseling, parenting classes, GED preparedness and other such life skills. Women of Renewing Minds, Inc. has served over 100 local women since the inception of the program, including 41 remanded to the program by the Courts. The Sheriff's Office actively supports community based drug and crime prevention programs and therefore desires to contribute \$2,000 in Law Enforcement Trust Fund monies to Women of Renewing Minds, Inc.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local uncommitted Forfeiture Fund cash balance prior to this commitment is \$22,594.19.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners to expend \$2,000 from the Law Enforcement Trust Fund to provide for a contribution to Women of Renewing Minds, Inc.

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Re-budget of Prior Year Unexpended Grant Program Funds

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: April Boswell, Sharon Peters

CONTACT: Penny Fleming

EXT: 6617

MOTION/RECOMMENDATION:

Approval by the Board of County Commissioners of the attached Budget Amendment Request (BAR) re-budgeting \$110,162.00 in prior year unexpended grant funds to the Sheriff's Office FY 2007/08 budget.

County-wide

Penny Fleming

BACKGROUND:

The Sheriff's Office is in the process of closing out its FY 2006/07 financial books in accordance with Section 30.50, Florida Statutes. As part of the fiscal year closeout, the Sheriff's Office identifies grant programs that have not been completed and therefore require re-budgeting into the new fiscal year. At this time the Sheriff's Office has identified two grants, identified below that will require re-budgeting.

- FDLE Grant \$82,437 (revenues and expenses to be re-budgeted)
- CBCS Grant \$27,725 (revenues and expenses to be re-budgeted)

Unexpended funds for these programs in the FY 2006/07 Sheriff's Office budget shall be returned to the County at year-end to support this re-budgeting request.

It is requested that the Board of County Commissioners approve the attached Budget Amendment Request allowing for the re-budget of unexpended FY 2006/07 grant funds into the Sheriff's Office FY2007/08 budget so that these programs may continue.

STAFF RECOMMENDATION:

Staff recommends approval by the Board of County Commissioners of the attached Budget Amendment Request (BAR) re-budgeting \$110,162.00 in prior year unexpended grant funds to the Sheriff's Office FY 2007/08 budget.

ATTACHMENTS:

1. BAR to Re-budget unexpended grant funds

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Fund: General Fund

Fund # 001

FY 07/08

DFS Recommendation
☐ Approved
☐ Disapproved

Analyst _____ Date _____

Director _____ Date _____

DETAIL: Re-budget of unexpended FY 2006/07 grant program funds.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein to reflect "a receipt of a nature from a source not anticipated in the budget and received for a particular purpose" and an appropriation relating to such receipt.

Revenues:

| Account Number | Account Title | Amount |
|-----------------------|----------------------------------|------------------|
| 00100-33422100 | FDLE Grant – Domestic Sec. Grant | \$82,437 |
| 00100-33422100 | State Grant – Comm. Based Care | \$27,725 |
| Total Revenues | | \$110,162 |

Expenditures:

| Account Number | Account Title | Amount |
|---------------------------|-------------------|------------------|
| 00100-021000-59096330 | Operating Expense | \$27,725 |
| 00100-021000-59096360 | Capital Outlay | \$82,437 |
| Total Expenditures | | \$110,162 |

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

Date: _____

Entered by County Finance Department

By: _____

Carlton Henley
 Chairman

Date: _____

Date: _____

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Additional CSA Grant Funding to Lighthouse Central Florida and Special Olympics

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 a Resolution implementing Budget Amendment Resolution (BAR) 08-13 to appropriate funds for Community Service Agency Grants to Lighthouse Central Florida in the amount of \$15,000, and Special Olympics in the amount of \$10,000 for the 2007/2008 budget year.

County-wide

Dr. David Medley

BACKGROUND:

During the Second Budget Hearing on September 25th, 2007 staff was directed to consider additional funding through the Community Service Partnership Grant Program. Staff is requesting that two agencies not included in the original recommendation be funded at one half (1/2) of their current 2006/07 funding. These agencies (with special considerations) noted are:

- **Lighthouse Central Florida** at \$15,000 (\$30,000 funded in 2006/07)
Staff agrees with this agency's stated need of receiving Seminole County funds to continue serving our residents, and recognizes that eliminating our funding totally could have a potentially devastating impact on the agency's capability to receive funding from other local governments. Also, the level of support from Seminole County (1.26% of the total budget) was the highest for the amount funded (\$30,000) of all agencies eliminated.
- **Special Olympics** at \$10,000 (\$20,000 funded in 2006/07)
Although this agency does have the ability to draw on national recognition of the name "Special Olympics", the agency has functioned in Seminole County essentially as a volunteer organization until approximately 5 years ago. Upon review, staff agreed that eliminating funding totally this year (22.86% of total budget) would present an undue hardship on the agency and the individuals they serve.

Staff is requesting that the remainder of the recommendation be upheld based on the following considerations:

- Four of the remaining agencies removed from funding did not submit an application and should not be reconsidered at this time.

Rescue Outreach Mission

Healthy Start

Community based Care

Community Service Network (211)

- Four of the remaining agencies removed from funding received a grant in 2006/07 for less than one-half (1/2) of 1%, and one received less than 1% and staff continues to believe that removing that level of funding should have minimal negative financial impact on the agencies.

Harvest Time International (.03%)

United Cerebral Palsy (.22%)

Second Harvest Food Bank (.27%)

Hospice of the Comforter (.11%)

Jewish Family Services (\$20,000) (less than 1% of budget)

- The final two agencies would have been recommended for a percentage reduction in their funding consistent with other reductions which would have resulted in a grant far less than \$15,000 minimum currently used and staff does not consider this cost efficient for these agencies.

Pathways to Care (\$10,000) (1% of budget)

Deaf Services (\$10,000) (2.56% of budget)

Included for the Boards review are the criteria used in making the initial recommendation, and the complete recommendation with reconsidered agencies highlighted.

The process for the attached proposal is as follows:

1. No “new agency” application was included;
2. No agency was awarded an increase;
3. The majority of reductions/cuts were made in the “Supportive Services” category;
4. Reductions/cuts considered those agencies whose BCC contribution amounted to less than 2% of their total budget and/or whose grant was less than \$15,000;
5. Reductions/cuts considered those agencies who have access to national organizations and funding appeals;
6. Reductions/cuts considered those agencies who have access to national organizations and funding opportunities;

7. The above criteria was often compounded (several applied to some organizations) and thus confirmed the decision to recommend as presented;
8. Reductions were applied as evenly as possible across all funded agencies (some exceptions resulted and are noted).

CSA REDUCTION RECOMMENDATION

| Categories | 2006/07 Grant Award | BCC Funds as % of Agency Total Budget | 2007/08 Request | County Manager Recommendation |
|----------------------------------------|---------------------|---------------------------------------|-----------------|-------------------------------|
| <u>Essential Life</u> | | | | |
| Safe House | \$ 90,000 | 8.84% | \$ 90,000 | \$ 85,000 |
| Meals On Wheels | \$ 225,000 | 10.24% | \$ 225,000 | \$ 200,000 |
| Kids House of Seminole | \$ 120,232 | 9.23% | \$ 150,000 | \$ 100,000 |
| Christian Sharing Center | \$ 75,000 | 5.09% | \$ 100,000 | \$ 65,000 |
| Salvation Army* | \$ 65,000 | 14.10% | \$ 70,000 | \$ 52,000 |
| Rescue Outreach Mission | \$ 25,000 | 5.09% | \$ - | \$ - |
| Harvest Time International* | \$ 20,000 | 0.03% | \$ 70,000 | \$ - |
| Intervention Services | \$ 25,000 | 0.26% | \$ 100,000 | \$ 22,000 |
| Pathways to Care | \$ 10,000 | 1.00% | \$ 20,000 | \$ - |
| Average: | | 5.99% | | |
| Sub Total: | \$ 655,232 | | \$ 825,000 | \$ 524,000 |
| Category reduction: | | | | 20.03% |
| <u>Supportive Services</u> | | | | |
| Healthy Start | \$ 20,000 | 1.64% | \$ - | \$ - |
| Boys & Girls Clubs* | \$ 150,000 | 2.31% | \$ 170,000 | \$ 120,000 |
| United Cerebral Palsy* | \$ 20,000 | 0.22% | \$ 30,000 | \$ - |
| Early Learning | \$ 85,000 | 0.41% | \$ 100,000 | \$ 85,000 |
| Visiting Nurse Association | \$ 25,000 | 0.54% | \$ 30,000 | \$ 25,000 |
| Seminole Volunteer Program* | \$ 85,000 | 40.48% | \$ 85,000 | \$ 60,000 |
| Second Harvest Food Bank-food delivery | \$ 10,000 | 0.27% | \$ 20,000 | \$ - |
| Lighthouse Central Florida | \$ 30,000 | 1.26% | \$ 30,000 | \$ - |
| Special Olympics* | \$ 20,000 | 22.86% | \$ 25,000 | \$ - |
| Jewish Family Services* | \$ 15,000 | 0.88% | \$ 15,000 | \$ - |
| Hospice of the Comforter* | \$ 30,000 | 0.11% | \$ 30,000 | \$ - |
| Seminole Work Opportunity | \$ 20,000 | 1.09% | \$ 20,000 | \$ 20,000 |
| Community Based Care | \$ 50,000 | 0.40% | \$ 50,000 | \$ - |
| Deaf Services | \$ 10,000 | 2.56% | \$ 10,000 | \$ - |
| Community Services Network | \$ 20,000 | 2.25% | \$ - | \$ - |
| Average: | | 5.15% | | |
| Sub Total: | \$ 590,000 | | \$ 615,000 | \$ 310,000 |
| Category reduction: | | | | 47.46% |
| Sub Total Current: | \$ 1,245,232 | | \$ 1,440,000 | \$ 834,000 |
| <u>New Requests</u> | | | | |
| New Directions | \$ - | 40.00% | \$ 45,000 | \$ - |
| Central Florida Zoo | \$ - | 6.00% | \$ 20,000 | \$ - |
| Catholic Charities | \$ - | 0.42% | \$ 40,000 | \$ - |

| | | | | | | | |
|----------------------------|----|-----------|--------|---------------------------|-----------|----|---------|
| Coalition for the Homeless | \$ | - | 4.73% | \$ | 37,018 | \$ | - |
| Girls and Boys Town | \$ | - | 1.61% | \$ | 100,000 | \$ | - |
| Sub Total: | \$ | - | | \$ | 242,018 | \$ | - |
| Average: | | | 10.55% | | | | |
| Total: | \$ | 1,245,232 | | \$ | 1,682,018 | \$ | 834,000 |
| | | | | Overall reduction: | 33.02% | | |

STAFF RECOMMENDATION:

Approval by the Board of County Commissioners of the staff recommendation to add Community Service Agency Grant funding to Lighthouse Central Florida in the amount of \$15,000, and Special Olympics in the amount of \$10,000 for the 2007/2008 budget year.

ATTACHMENTS:

1. Resolution

Additionally Reviewed By:

- ☒ Budget Review (Betty Segal, Lisa Spriggs)
- ☒ County Attorney Review (Susan Dietrich)

2007-R-

BUDGET AMENDMENT REQUEST

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Community Services**
 Fund(s): General Fund

FS Recommendation

B Segal 10/10/07
 Analyst Date

Budget Manager Date

Director Date

08-13
 BAR

PURPOSE: Allocate additional Community Service Agency Grant funding to CITE - Lighthouse of Central Florida in the amount of \$15,000 and Special Olympics in the amount of \$10,000 for FY2007/08. The available balance in Reserves after processing this transaction is \$23,684,231.

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 |
|----------------------|-----------|--------------------------|-----------------|
| 00100.999901.599998 | | Reserves and Contingency | 25,000 |
| | | | |
| | | | |
| Total Sources | | | \$25,000 |

Uses:

| Account Number | Project # | Account Title | Amount |
|------------------------|-----------|-----------------------------------------------------|-----------------|
| 00100.066900.580830.14 | | Community Service Agency Funding – CITE Lighthouse | 15,000 |
| 00100.066900.580830.43 | | Community Service Agency Funding – Special Olympics | 10,000 |
| | | | |
| Total Uses | | | \$25,000 |

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:** Convenience Fees On-Line Credit Card Payments**DEPARTMENT:** Environmental Services**DIVISION:** Business Office**AUTHORIZED BY:** John Cirello**CONTACT:** Bob Briggs**EXT:** 2148**MOTION/RECOMMENDATION:**

Provide Staff Direction on Assessing Convenience Fees For On-Line Credit Card Utility Account Payments.

County-wide

Bob Briggs

BACKGROUND:

The Utility began accepting credit cards for on-line payment of water and sewer bills in January 2003. The on-line payment program (Program) as adopted by the BCC at that time included a \$3.00 Convenience Fee per transaction for on-line payments. By September 2003, when staff reported back to the BCC on the Program's effectiveness the consensus of the BCC was to eliminate the Convenience Fee and absorb these costs through existing utility charges. Bank fee charges at the beginning of the Program were minimal; given that the number of transactions was small, less than 400 monthly and growing, and the charge under the banking contract was averaging \$2.00 per transaction.

As of September 2007 the number of monthly transactions exceeds 5,000. The bank charge per transaction continues to average \$2.00. Budgetary impact of the Program will exceed \$120,000. Utility user charges remain the funding source for this Program. At the September 25, 2007 BCC meeting, staff was requested to prepare a summary of comparable jurisdictions and their policies related to use of convenience fees as a funding source for credit card programs.

As the attached summary indicates, of the seven cities in Seminole County, Clerks of the Court in Seminole, Orange and Volusia Counties, as well as the Seminole County Tax Collector have varying policies related to convenience fees. Of the entities surveyed, about half recover costs of the transaction directly when incurred.

Staff is prepared to proceed as the BCC directs regarding Convenience Fees. The implementation should allow sufficient time for BITS efforts as well as 30 days for customer notification.

STAFF RECOMMENDATION:

Provide Staff Direction on Assessing Convenience Fees For On-Line Credit Card Utility Account Payments. Further, establish a fee amount; and date of implementation if the Program is to be re-established; and authorize any necessary revision to the Administrative Code.

ATTACHMENTS:

1. C:\My Documents\AGENDA\Convenience Fee Summary 9 25 20071.xls

Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

**SEMINOLE COUNTY FLORIDA
SUMMARY OF CONVENIENCE FEES ASSESSED BY ENTITY
SEPTEMBER 25, 2007**

| Entity | Fee | Description |
|-----------------------------------------------------|-----------------|-------------------------------------------------------------------------------------------|
| Seminole County Clerk of the Court Traffic Fines | \$5.00 | For On-Line Transactions |
| Seminole County BCC W&S | None | For On-Line Transactions |
| Probation | None | In Office Swipe Only |
| Seminole County Tax Collector | 2.70% \$1.00 | \$1.00 Minimum For Credit Cards Debit Card |
| Orange County Clerk of the Court Traffic Fines | \$3.99 | For On-Line Transactions |
| W&S Utilities | None | |
| Volusia County W&S Utilities | Yes | Utilizes Click 2 Gov. |
| Clerk of the Court | 3.20% | \$2.50 Minimum For Credit Cards/Traffic |
| City of Altamonte Springs | None | Not Offered |
| City of Casselberry | None | Cards Accepted for W&S, Permits, Not Impact Fees |
| City of Lake Mary | None | For Transactions Less Than \$100. W&S, Permits 2% On Amounts Greater Than \$100. Parks |
| City of Longwood | None | |
| City of Oviedo | None | |
| City of Winter Springs | \$6.50 | Flat Rate W&S Payments |

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Code Enforcement Lien, Case # 04-82-CEB, Request for Reduction of Penalty –
Isaiah Bailey, 121 Plymouth Avenue, Altamonte Springs

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Carolyn Jane Spencer

EXT: 7403

MOTION/RECOMMENDATION:

(A) Approve a reduction to the Code Enforcement Board lien from \$60,675.00 to the administrative costs of \$721.43 for Case # 04-82-CEB on the property located at 121 Plymouth Avenue, Altamonte Springs – Isaiah Bailey, and require these costs to be paid within 60 days or the lien will revert to its original amount (\$60,675.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(B) Approve a reduction to the Code Enforcement Board lien which totals \$60,675.00 to an amount set by the Board of County Commissioners for Case # 04-82-CEB on the property located at 121 Plymouth Avenue, Altamonte Springs - Isaiah Bailey, and require this reduced amount to be paid within 60 days or the lien will revert to its original amount (\$60,675.00) and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien; or

(C) Approve the request to waive the Code Enforcement Board lien which totals \$60,675.00 for Case # 04-82-CEB on the property located at 121 Plymouth Avenue, Altamonte Springs - Isaiah Bailey, and authorize the Chairman to execute the Satisfaction of Lien; or

(D) Deny a reduction to the Code Enforcement Board lien in the amount of \$60,675.00 for Case # 04-82-CEB on the property located at 121 Plymouth Avenue, Altamonte Springs - Isaiah Bailey, and require this amount to be paid within 60 days and upon payment in full, authorize the Chairman to execute the Satisfaction of Lien.

District 4 Carlton D. Henley

Tina Williamson

BACKGROUND:

In accordance with Section 3.20 of the Seminole County Administrative Code, the Deputy County Manager requests that the following lien reduction request be processed.

In response to a complaint, on August 4, 2004, the Code Enforcement Officer observed the following violations located at 121 Plymouth Avenue, Altamonte Springs: Unusable or abandoned appliances or white goods, the accumulation of trash and debris and uncultivated vegetation in excess of 24" in height and located within 75' from any structure in violation of Seminole County Code Section 95.4, as defined in Section 95.3 (f), (g) and (h).

The timeline on these violations is below:

| DATE | ACTION | RESULT |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| August 4, 2004; August 23, 2004 and September 14, 2004 | Notices of Violation issued to Respondent. | Violations remain. |
| October 12, 2004 | Statement of Violation and Request for Hearing. | Filed by Code Enforcement Officer. |
| November 3, 2004 | Notice of Hearing mailed to Respondent. | Certified mail unclaimed. |
| November 22, 2004 | Affidavit of Posting of Notice of Hearing. | Filed by Code Enforcement Officer. |
| December 2, 2004 | Code Board Hearing – Findings of Fact, Conclusions of Law and Order. | Order entered by Code Enforcement Board giving a compliance date of December 24, 2004 with a fine of \$75.00 per day if violations are not corrected by December 24, 2004. |
| December 6, 2004 | Affidavit of Mailing of Findings of Fact, Conclusions of Law and Order to Respondent. | Certified mail unclaimed. |
| December 29, 2004 | Reinspection and Affidavit of Non-Compliance filed by the Code Enforcement Officer. | Violations remain. |
| January 5, 2005 | Letter enclosing Affidavit of Non-Compliance and notifying Respondent of February 24, 2005 hearing date mailed to Respondent. | Certified mail unclaimed. |
| February 24, 2005 | Code Board Hearing – Order Finding Non-Compliance and Imposing Fine/Lien filed by Code Enforcement Board. | Ordered entered by the Code Enforcement Board imposing a lien in the amount of \$4,575.00 against the property with the fine continuing to accrue at \$75.00 per day. |
| February 25, 2005 | Affidavit of Mailing of Order Finding Non-Compliance and Imposing Fine/Lien to Respondent | Certified mail unclaimed. |
| March 16, 2007 | Reinspection and Affidavit of Compliance filed by the Code Enforcement Officer. | Violations removed by Terri Bailey after becoming the Personal Representative of her father's estate on March 1, 2007. Total lien due of \$60,675.00 represents 809 days of non-compliance, December 25, 2004 through and including March 13, 2007, at \$75.00 per day. |
| March 29, 2007 | Courtesy letter enclosing the Affidavit of Compliance and lien amount mailed to the Respondent. | Certified mail unclaimed. |
| August 29, 2007 | Request for Reduction of Penalty | Request for Reduction of Penalty received from Terri Bailey ¹ , Personal Representative for the Estate of Isaiah Bailey. |

¹The Personal Representative of the Estate of Isaiah S. Bailey, Ms. Terri Bailey, is requesting that the lien imposed on February 24, 2005 be reduced. Ms. Bailey, Mr. Bailey's daughter, states that she was unaware of the issues regarding her father's property until after his death which occurred at the end of December of 2006. She became the Personal Representative of her father's estate on March 1, 2007 and had the property in compliance as of March 16, 2007.

The Board considers the individual facts of each case when determining whether to reduce a lien. In addition, the Board adopted the following guidelines on February 9, 1999 to use when considering lien reductions:

1. If an individual has acquired a property in which the lien was recorded and the individual bought the property with this knowledge, a waiver or reduction in lien should not be granted. In such cases, the lien should have been considered in reaching a purchase price.
2. If a lien is not considered when a title insurance policy is issued, a reduction of the lien to provide relief to a title insurer should not be granted. To do so would place the County in the position of indemnifying an insurance company against its losses, which are reflected in premium charges.
3. If a lien has previously been reduced, and another request is received for a lien reduction, whether from the original property owner or new owner, a reduction or waiver should not be granted. If the BCC grants relief to a violator, its action should be final and conclusive.
4. When considering a request and in developing a recommendation to the BCC, staff should evaluate the amount of the lien compared to the value of the property and the actions the violator did or did not take in attempting to resolve the code violation. Per the Property Appraiser information, the assessed value of the property is **\$104,498.00**. The lien totals **\$60,675.00**.
5. When liens are satisfied as a result of either full payment or reduced/eliminated payment as directed by the BCC, the lien satisfaction instrument will be provided to the property owner who shall be responsible for recording the instrument in the land records.

STAFF RECOMMENDATION:

Staff recommends that the Board reduce the amount of the lien in the amount of \$60,675.00 to the administrative costs of \$721.43 for the property located at 121 Plymouth Avenue, Altamonte Springs, based on the following facts:

- 1) Ms. Terri Bailey brought her father's property into compliance within two weeks of being made Personal Representative of his estate.

Staff further recommends that this amount, \$721.43 be paid within 60 days and upon payment in full authorize the Chairman to execute the Satisfaction of Lien.

ATTACHMENTS:

1. SOV & Request for Hearing
2. Notice of Hearing
3. Findings And Order
4. Affidavit Of Non Compliance
5. Lien letter w NOH for 2/24/05
6. Order Finding Non Compliance

7. Affidavit Of Compliance
8. Courtesy letter with lien amount
9. Request For Reduction Of Penalty
10. Property Appraiser Data
11. Estimated costs - SCSO
12. Estimated Cost - Planning & SCSO combined

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

82
CEB NO. 04-CEB

STATEMENT OF VIOLATION AND REQUEST FOR HEARING

Pursuant to Florida State Chapter 162, and Chapter 53 Seminole County Code, the undersigned Code Enforcement Officer hereby gives notice of an uncorrected violation of the Codes or Ordinances of Seminole County, as more particularly described herein, and hereby requests a public hearing before the Board.

VIOLATION OF CODE OR ORDINANCE, SECTION OR NUMBER: Seminole County Code: Chapter 95
Section 95.4 as defined Section 95.3 (f), (g) & (h).

LOCATION/ADDRESS WHERE VIOLATION EXISTS: 07-21-30-505-0B00-0010
121 Plymouth Avenue
Altamonte Springs, FL Seminole County

Commissioner's District: #4
Sheriff's District: #6

NAME AND ADDRESS OF OWNER: ISAIAH S BAILEY
121 Plymouth Avenue
Altamonte Springs, FL 32701

DESCRIPTION OF VIOLATION: 1) Unusable or abandoned appliances or other white goods, 2) Accumulation of trash and debris and 3) Uncultivated vegetation in excess of 24" and within 75' of a structure.

DATE VIOLATION FIRST OBSERVED: 08/04/04
DATE 1st NOTICE OF VIOLATION: 08/04/04 & 08/23/04 (weeds & appliance)
DATE VIOLATION TO BE CORRECTED: 08/19/04 & 09/10/04
DATE OF REINSPECTION: 08/23/04 & 09/13/04
DATE OF 2ND NOTICE OF VIOLATION: 09/14/04
DATE VIOLATION TO BE CORRECTED: 09/29/04
DATE OF REINSPECTION: 10/01/04
INSPECTION RESULTS: Unusable or abandoned appliance, trash and debris and the uncultivated vegetation remains on the property.

Based upon the foregoing, the undersigned Code Inspector hereby certifies that the above described violation continues to exist, that attempts to secure compliance with the Code(s) or Ordinance(s) of Seminole County have failed as aforesaid, and that the violation should be referred to the Board for a public hearing.

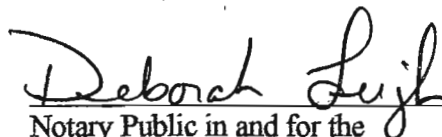
DATED THIS 12th DAY OF OCTOBER 2004.



Dorothy Hird, Code Enforcement Officer

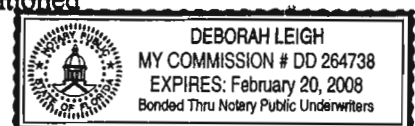
**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

The foregoing instrument was acknowledged before me this 12th day of October 2004 by Dorothy Hird, who is personally known to me.



Notary Public in and for the
County and State Aforementioned
My commission expires:

COMPLAINT NO. 04-CE001091



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

COPY

SEMINOLE COUNTY, a political subdivision
of the State of Florida,

CASE NO. 04-82-CEB

Petitioner,

vs.

ISAIAH S. BAILEY
PARCEL I.D. # 07-21-30-505-0B00-0010

Respondent

NOTICE OF HEARING

To: ISAIAH S. BAILEY
121 PLYMOUTH AVENUE
ALTAMONTE SPRINGS, FL 32701

NOTICE is hereby given that the Code Enforcement Board of Seminole County, Florida, intends to hold a public hearing at 1:30 PM, or as soon thereafter as possible, at its regular meeting on Thursday, the 2nd day of December, 2004, at the Seminole County Services Building, BCC Chambers, 1101 East First Street, Sanford, Florida, to consider whether a violation of the Codes or Ordinances of Seminole County exists on the above-named party's property, specifically:

- (1) UNUSABLE OR ABANDONED APPLIANCES OR OTHER WHITE GOODS.
- (2) ACCUMULATION OF TRASH AND DEBRIS.
- (3) UNCULTIVATED VEGETATION IN EXCESS OF 24" IN HEIGHT, WITHIN 75' OF A STRUCTURE.

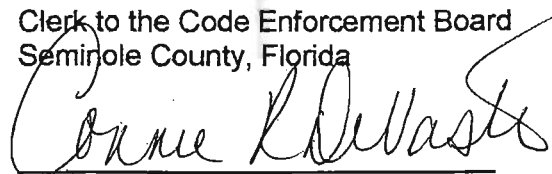
FOR ADDITIONAL INFORMATION REGARDING THIS NOTICE, PLEASE CONTACT THE PLANNING OFFICE (407) 665-7403.

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

PERSONS ARE ADVISED THAT IF THEY DECIDE TO APPEAL ANY DECISIONS MADE AT THESE MEETINGS/HEARINGS, THEY WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, THEY MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED, PER SECTION 285.0105.

DATED this 3rd day of November, 2004.

Connie R. DeVasto
Clerk to the Code Enforcement Board
Seminole County, Florida



04-82-CEB
ISAIAH S. BAILEY

If the Respondent does not comply with the Order, a fine of \$ 75.00 will be imposed for each day the violations continue, or are repeated after compliance past December 24, 2004. The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until such time as the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exists and upon any other real or personal property owned by the Respondent.

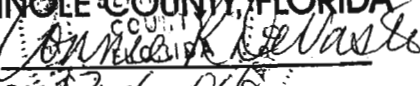
DONE AND ORDERED this 2nd day of December, 2004, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

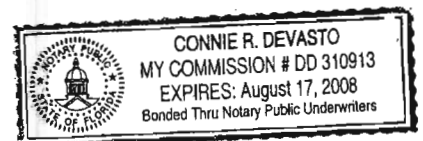

TOM HAGOOD, CHAIRMAN

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 2nd day of December, 2004, by Tom Hagood, who is personally known to me.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: 
Date: 12-6-04
TCEMENT


Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO: 04-82-CEB

Petitioner,

vs.

ISAIAH S BAILEY

Respondent.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05581 PG 1831
CLERK'S # 2005007856
RECORDED 01/14/2005 01:50:04 PM
RECORDING FEES 10.00
RECORDED BY J Eckenroth

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird**, Code Inspector for **Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **December 2, 2004**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **December 24, 2004**.
3. That a re-inspection was performed on **December 29, 2004**.
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the unusable appliances, and the accumulation of trash and debris remain on the property**.


FURTHER AFFIANT SAYETH NOT.

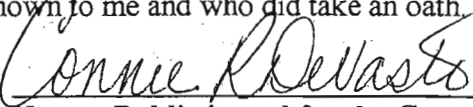
DATED this 29th day of **DECEMBER 2004**.

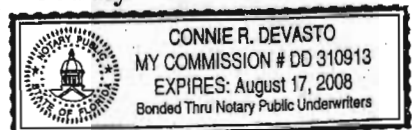

Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 29th day of **December 2004**, by **Dorothy Hird**, who is personally known to me and who did take an oath.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA
By: 
Date: 1-5-05


Notary Public in and for the County
and State Aforementioned
My commission expires:



PLANNING AND DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT



January 5, 2005

COPY

Isaiah S. Bailey
121 Plymouth Avenue
Altamonte Springs, FL 32701

CASE NO - 04-82-CEB
PARCEL I.D. NO - 07-21-30-505-0B00-0010

Please be advised that on December 2, 2004, the Code Enforcement Board of Seminole County issued its Findings of Fact, Conclusions of Law and Order in the above referenced case. The Order specifically found this property in violation of having unusable appliances and an accumulation of trash and debris located at 121 Plymouth Avenue, Altamonte Springs. The Board required compliance with its Order by December 24, 2004.

The fine has run for 61 days up to and including February 24, 2005 at \$75.00 per day which totals **\$4,575.00** and will continue to accrue at **\$75.00 per day** until compliance is obtained.

This item will be heard by the Code Enforcement Board at its regular scheduled meeting on **Thursday, February 24, 2005, at 1:30 pm**, at the County Services Building, Room 1028, located at 1101 E First Street, Sanford FL.

Seminole County will be requesting the Board to issue an order imposing a lien against this property to be recorded in the County land records with the fine continuing to accrue **@ \$75.00 per day** until compliance has been met.

ANY PERSONS WISHING TO ADDRESS THE BOARD IN THIS MATTER
MUST CHECK IN WITH THE CLERK BY 1:25 PM.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Connie R. DeVasto
Clerk to the Code Enforcement Board

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

**SEMINOLE COUNTY, a political
subdivision of the State of Florida,**

CASE NO. 04-82-CEB

Petitioner,

vs.

**ISAIAH S. BAILEY
PARCEL I.D. # 07-21-30-505-0B00-0010**

Respondent
_____ /

ORDER FINDING NON-COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel # 07-21-30-505-0B00-0010) located at 121 Plymouth Avenue, Altamonte Springs, located in Seminole County and legally described as follows:

**LEG LOT 1 BLK B HARMONY HOMES
PB 13 PG 35**

This case came on for public hearing before the Code Enforcement Board of Seminole County on the December 2, 2004 after due notice to the Respondent. The Board, having heard testimony under oath and having received evidence, issued its Findings of Fact, Conclusions of Law and Order.

Said Order found Respondent in violation of Seminole County Code, Chapter 95, Section 95.4, as defined in Section 95.3(f)(g)(h).

Said Order stated that a fine in the amount of \$75.00 per day would be imposed if the Respondent did not take certain corrective action by December 24, 2004.

An Affidavit of Non-Compliance bearing the date of December 29, 2004, has been filed with the Board by the Code Enforcement Officer, which Affidavit certifies under oath that the required action has not been obtained.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 05630 PGS 0093-0094
FILE NUM 2005033739
RECORDED 02/28/2005 02:29:14 PM
RECORDING FEES 18.50
RECORDED BY G Harford

04-82-CEB
ISAIAH S. BAILEY

Accordingly, it having been brought to the Board's attention that Respondent has not complied with the Order dated December 2, 2004, the Board orders that a fine of **\$4,575.00**, 61 days of non-compliance at \$75.00 per day, be imposed against the property and the fine shall continue to accrue at **\$75.00 per day** for each day the violations continue past February 24, 2005.

The Respondent must contact the Code Enforcement Officer to arrange for an inspection of the property to verify compliance. The fine imposed shall continue until such time as the Code Enforcement Officer inspects the property and establishes the date of compliance.

This Order shall be recorded in the official land records of Seminole County and shall constitute a lien against the land on which the violations exists and upon any other real or personal property owned by the Respondents.

DONE AND ORDERED this 24th day of February, 2005, in Seminole County, Florida.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

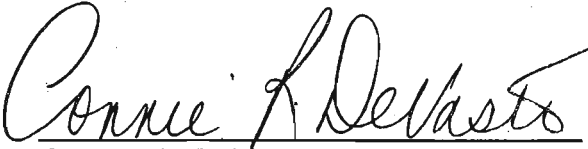

TOM HAGOOD, CHAIR

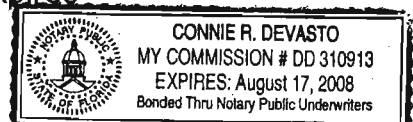
STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 24th day of February, 2005, by Tom Hagood, who is personally known to me.

**CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

BY: 
Date: 2-25-05
CEMENT


Connie R. DeVasto
Notary Public to and for the
County and State aforementioned.
My Commission Expires



CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 04-82-CEB

Petitioner,
vs.

ISAIAH S BAILEY

Respondent.

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: Jane Spencer

AFFIDAVIT OF COMPLIANCE

DATE: 3/29/07

BEFORE ME, the undersigned authority, personally appeared **Dorothy Hird, Code Enforcement Officer, Seminole County Sheriff's Office**, who, after being duly sworn, deposes and says:

1. That on **December 2, 2004**, the Board held a public hearing and issued its Order in the above-styled matter.
2. That, pursuant to said Order, Respondent was to have taken certain corrective action by or before **December 24, 2004**.
3. That a re-inspection was performed and the Respondent was in compliance on **March 14, 2007**.
4. That the re-inspection revealed that the corrective action ordered by the Board has been taken in that the unusable appliances, the accumulation of trash and debris and the uncultivated vegetation in excess of 24" in height and within 75' of a structure have been removed from the property.

FURTHER AFFIANT SAYETH NOT.

DATED this 16th day of MARCH 2007.

Dorothy Hird
Dorothy Hird, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of March 2007, by **Dorothy Hird**, who is personally known to me and who did take an oath.

Jane Spencer
Notary Public in and for the County
and State Aforementioned
My commission expires:

CMPLAFF.CEB



Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Through
Atlantic Bonding Co., Inc.

RETURN TO SANDY MCCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2007051800 BK 05830 Pg 1280, (1pg) REC'D 04/10/2007 09:44:11 AM
REC FEES 10.00, REC'D BY G Hafford

PLANNING AND DEVELOPMENT DEPARTMENT



CODE ENFORCEMENT



March 29, 2007

Isaiah S. Bailey
121 Plymouth Avenue
Altamonte Springs, FL 32701

CASE NO - 04-82-CEB
PARCEL I.D. NO - 07-21-30-505-0B00-0010

Please find enclosed a certified copy of the Affidavit of Compliance, which has been filed by the Code Enforcement Officer.

Therefore, your lien totals **\$60,675.00** for 809 days of non-compliance, from December 25, 2004, through and including March 13, 2007, at \$75.00 per day.

If you have any questions, please give me a call at 407-665-7403.

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

Jane Spencer
Clerk to the Code Enforcement Board

Enclosure

**SEMINOLE COUNTY
CODE ENFORCEMENT BOARD**
CASE NO. 04-82-CEB

REQUEST FOR REDUCTION OF PENALTY

BY COMPLETING THIS FORM, YOU ARE MAKING STATEMENTS UNDER OATH

INSTRUCTIONS: Please fill in both sides of this form completely. Be specific when writing your statement. Please return this form to the Clerk to the Code Enforcement Board. The REQUEST FOR REDUCTION OF PENALTY will then be presented to the Board of County Commissioners at their next regularly-scheduled hearing, or as soon thereafter as possible, and you will be notified in writing of the Board's decision within 10 days after the hearing. If you are claiming medical or financial hardship, attach supporting documentation (i.e., a doctor's statement or proof of income). If you have any questions, please call the Clerk at (407) 665-7403.

Property Owner's Name: Isaiah Bailey

Property Address: 121 Plymouth Ave
Altamonte Springs, FL 32701

Phone number(s) where you can be reached during the day: 407.782.7250 or 407.833.7660

Is the property now in compliance? YES ☒ NO ☐
(If No, explain in detail) _____

Are you claiming a financial hardship? YES ☐ NO ☒

Are you claiming a medical hardship? YES ☒ NO ☐

If the property owner is unable to complete this form, list the name of the person who is legally authorized to act for the property owner and his/her relationship to the property owner:

Name: Terri Bailey

Relationship: daughter

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

I, Terri Bailey, do hereby submit this
REQUEST FOR REDUCTION OF PENALTY to request a reduction in the total amount of
penalty imposed and in support offer the following statement:

I Terri Bailey the daughter of the late
Patrick Bailey request a reduction of
the penalty due to not being aware of
the charges against my father. During
the month of December 2006 my father
past away from suffering a stroke.
From my understanding the charges
occured a couple of years ago. I
have recently complied with the requirements
of Code Enforcement with the current address
of 1211 Plymouth. Please allow a reduction
for the address with the outstanding
penalty.

Date: 7.24.07

Signed: Terri Bailey
Print Name: Terri Bailey

STATE OF FLORIDA
COUNTY OF SEMINOLE



PATRICIA FERGUSON
MY COMMISSION # DD 528068
EXPIRES: April 7, 2010
Bonded Thru Budget Notary Services

PERSONALLY appeared before me, the undersigned authority duly authorized to administer oaths and
take acknowledgments, _____, who after first being duly sworn,
acknowledged before me that the information contained herein is true and correct. He/she is not
personally known to me and has produced _____ as identification
and did take an oath.

Date: July 24, 2007



PATRICIA FERGUSON
MY COMMISSION # DD 528068
EXPIRES: April 7, 2010
Bonded Thru Budget Notary Services

Notary Public Patricia Ferguson
My commission expires: April 7, 2010

RETURN COMPLETED, SIGNED AND NOTARIZED FORM TO:
CLERK, SEMINOLE COUNTY CODE ENFORCEMENT
1101 EAST FIRST STREET, SANFORD, FLORIDA 32771-1468

IN THE NINTH JUDICIAL CIRCUIT IN
AND FOR ORANGE COUNTY, FLORIDA

IN RE: ESTATE OF

PROBATE DIVISION

ISIAIAH SAMUEL BAILEY

Case Number: 48-2007-CP-000434 -0

Deceased.

LETTERS OF ADMINISTRATION

TO ALL WHOM IT MAY CONCERN:

WHEREAS, ISIAIAH SAMUEL BAILEY, a resident of Winter Park, Orange County, Florida, died on December 27, 2006, owning assets in the State of Florida, and

WHEREAS, TERRI LA SHELL BAILEY, has been appointed Personal Representative of the estate of the decedent and has performed all acts prerequisite to issuance of Letters of Administration in the estate,

NOW THEREFORE, I, the undersigned Circuit Judge, declare TERRI LA SHELL BAILEY to be duly qualified under the laws of the State of Florida to act as Personal Representative of the estate of ISIAIAH SAMUEL BAILEY, deceased, with full power to administer the estate according to the law; to ask, demand, sue for, recover and receive the property of the decedent; to pay the debts of the decedent as far as the assets of estate will permit and the law directs; and to make distributions of the estate according to law.

WITNESS my hand and seal of this Court this 1st day of March, 2007.

THE UNDERSIGNED, Clerk of the Circuit Court,
Orange County, Florida, DO HEREBY CERTIFY that within
and foregoing is a true and correct copy of the original
as it appears on record and the same is in full force
and effect.

WITNESS my hand and Seal of the Circuit Court at Orlando,
Florida, this the 20 day of March,
A.D. 20 07.

LYDIA GARDNER
Clerk Circuit Court

By

Deputy Clerk

CIRCUIT JUDGE

| PARCEL DETAIL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------|------------|------------|--------------------|-----------|---------------|---|-------|-------------|----------|----------------------------------------------------------------------------------------------------------------------|------------|---------------|-------------------|-----------|----------|-----------|---------------|---|---------------|------|---|-----|-------|-----|--------------------|----------|-----------|------------------|--|--|------------------------|--|--|--|--|--|--|------------------|--|--|-------------------------|--|--|--|--|--|--|
| DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7508 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GENERAL Parcel Id: 07-21-30-505-0B00-0010 Owner: BAILEY ISIAH S Mailing Address: 121 PLYMOUTH AVE City,State,ZipCode: ALTAMONTE SPRINGS FL 32701 Property Address: 121 PLYMOUTH AVE ALTAMONTE SPRINGS 32701 Subdivision Name: HARMONY HOMES Tax District: 01-COUNTY-TX DIST 1 Exemptions: Dor: 01-SINGLE FAMILY | | 2007 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$86,210 Depreciated EXFT Value: \$288 Land Value (Market): \$18,000 Land Value Ag: \$0 Just/Market Value: \$104,498 Assessed Value (SOH): \$104,498 Exempt Value: \$0 Taxable Value: \$104,498 Tax Estimator Tax Reform Analysis 2007 Notice of Proposed Property Tax | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SALES Deed Date Book Page Amount Vac/Imp Qualified WARRANTY DEED 05/1984 01552 0009 \$33,000 Improved Yes Find Comparable Sales within this Subdivision | | 2006 VALUE SUMMARY 2006 Tax Bill Amount: \$1,597 2006 Taxable Value: \$99,095 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LAND <table border="1"> <thead> <tr> <th>Land Assess Method</th> <th>Frontage</th> <th>Depth</th> <th>Land Units</th> <th>Unit Price</th> <th>Land Value</th> </tr> </thead> <tbody> <tr> <td>LOT</td> <td>0</td> <td>0</td> <td>1.000</td> <td>18,000.00</td> <td>\$18,000</td> </tr> </tbody> </table> | | Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | LOT | 0 | 0 | 1.000 | 18,000.00 | \$18,000 | LEGAL DESCRIPTION PLATS: <input type="text" value="Pick..."/> LEG LOT 1 BLK B HARMONY HOMES PB 13 PG 35 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Assess Method | Frontage | Depth | Land Units | Unit Price | Land Value | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOT | 0 | 0 | 1.000 | 18,000.00 | \$18,000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BUILDING INFORMATION <table border="1"> <thead> <tr> <th>Bld Num</th> <th>Bld Type</th> <th>Year Blt</th> <th>Fixtures</th> <th>Base SF</th> <th>Gross SF</th> <th>Living SF</th> <th>Ext Wall</th> <th>Bld Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>SINGLE FAMILY</td> <td>1963</td> <td>5</td> <td>848</td> <td>1,128</td> <td>848</td> <td>BRICK/WOOD FRAMING</td> <td>\$86,210</td> <td>\$113,434</td> </tr> <tr> <td colspan="3">Appendage / Sqft</td> <td colspan="7">CARPORT FINISHED / 240</td> </tr> <tr> <td colspan="3">Appendage / Sqft</td> <td colspan="7">UTILITY UNFINISHED / 40</td> </tr> </tbody> </table> <p>NOTE: Appendage Codes included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished</p> | | | | | | | | | | | | Bld Num | Bld Type | Year Blt | Fixtures | Base SF | Gross SF | Living SF | Ext Wall | Bld Value | Est. Cost New | 1 | SINGLE FAMILY | 1963 | 5 | 848 | 1,128 | 848 | BRICK/WOOD FRAMING | \$86,210 | \$113,434 | Appendage / Sqft | | | CARPORT FINISHED / 240 | | | | | | | Appendage / Sqft | | | UTILITY UNFINISHED / 40 | | | | | | |
| Bld Num | Bld Type | Year Blt | Fixtures | Base SF | Gross SF | Living SF | Ext Wall | Bld Value | Est. Cost New | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | SINGLE FAMILY | 1963 | 5 | 848 | 1,128 | 848 | BRICK/WOOD FRAMING | \$86,210 | \$113,434 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendage / Sqft | | | CARPORT FINISHED / 240 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Appendage / Sqft | | | UTILITY UNFINISHED / 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| EXTRA FEATURE <table border="1"> <thead> <tr> <th>Description</th> <th>Year Blt</th> <th>Units</th> <th>EXFT Value</th> <th>Est. Cost New</th> </tr> </thead> <tbody> <tr> <td>WOOD UTILITY BLDG</td> <td>1980</td> <td>120</td> <td>\$288</td> <td>\$720</td> </tr> </tbody> </table> <p>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.</p> | | | | | | | | | | | | Description | Year Blt | Units | EXFT Value | Est. Cost New | WOOD UTILITY BLDG | 1980 | 120 | \$288 | \$720 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Description | Year Blt | Units | EXFT Value | Est. Cost New | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| WOOD UTILITY BLDG | 1980 | 120 | \$288 | \$720 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

SEMINOLE COUNTY SHERIFF'S OFFICE
Affidavit For Reimbursement of Code Enforcement Officers Administrative Costs
Case#04-82-CEB/ISIAH S BAILEY

The Seminole County Sheriff's Office requests that the Department of Planning and Development petition the Board of County Commission to enter an order requiring the Respondent in the above-styled case to pay the costs of investigation incurred by this office during the investigation and presentation of said case. The below items detail the activities and associated costs for investigating this case.

Code Enforcement Officer:

| DATE | PERSONNEL ACTIVITY | HOURS |
|---------------------|--------------------------------------------------------------|-----------------------|
| 08/04/04 – 03/16/07 | 9 Inspections and took 16 photos | 2 |
| 08/04/04 – 09/14/04 | 4 Notices mailed | .50 |
| 03/17/05 – 03/22/05 | 2 phone calls | .25 |
| 10/12/04 | Prepared case for CEB | .50 |
| 12/02/04 | CEB hearing, comply by 12/24/04 or a fine of \$75.00 per day | 2 |
| 12/29/04 | Filed Affidavit of Non-Compliance | .25 |
| 02/24/05 | CEB hearing. Order imposing Fine/Lien | 2 |
| 03/16/07 | Filed Affidavit of Compliance | .25 |
| | | TOTAL HOURS |
| | | 7.75 |
| | | x \$33.29 |
| | | TOTAL PERSONNEL COSTS |
| | | \$ 257.99 |

| DATE | TANGIBLE GOODS OR SERVICES | COST |
|------|----------------------------|-------------------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| | | TOTAL TANGIBLE AND/OR SERVICE COSTS |
| | | \$ 00 |

The Seminole County Sheriff's Office has incurred actual costs in the amount of **\$257.99** during the investigation and prosecution of the defendant in this case. Said costs are supported and documented as listed above. Personnel costs are calculated at a rate of \$33.29 per hour, as determined by the Financial Services Section of the Seminole County Sheriff's Office. Tangible goods and contractual services are indicated as required and at a direct cost to the Office.

Signature of Deputy / Investigator:  **09/05/07**
Date

Attested to this 5th day of SEPTEMBER 2007, by Dorothy Hird
A Code Enforcement Officer

Estimate of Costs
CEB Case # 04-82-CEB
ISAIAH S. BAILEY

| | | | | |
|------------------------------------------------------------------|---------|----------|---------|-----------------|
| <u>Postage</u> | | | | |
| Regular | 6 | \$.39 | \$ 1.96 | |
| Certified | 6 | \$ 4.64 | \$23.20 | |
| | | | | |
| | | | | \$30.18 |
| <u>Processing Time for</u> | | | | |
| <u>Code Enforcement and BCC Action</u> | | | | |
| Code Board Secretary | 2 hours | \$ 13.13 | \$26.26 | |
| Code Board Attorney | 1 hour | \$100.00 | | |
| Planning Manager's Review | 1 hour | \$ 40.00 | | |
| Planning and Development Director's Review | 1 hour | \$ 50.00 | | |
| Deputy County Manager's Review | 1 hour | \$ 60.00 | | |
| County Attorney's Review | 1 hour | \$100.00 | | |
| | | | | \$376.26 |
| Other associated costs not captured: | | | | |
| Fleet expense, Phone expense, Utilities, Computer Support | | | | |
| | | | | |
| Costs for Recording Documents - | | | | |
| | | | | |
| # of first page docs - 4 # of additional page docs - 2 | | | | \$57.00 |
| (\$10.00 first page, \$8.50 each additional page) | | | | |
| <u>ESTIMATED COST FOR PROCESSING CASE # 06-85-CEB</u> | | | | |
| <u>By the Planning Division</u> | | | | \$463.44 |
| | | | | |
| <u>ESTIMATED COST FOR PROCESSING CASE # 06-85-CEB</u> | | | | |
| <u>By the Seminole County Sheriff's Office</u> | | | | \$257.99 |
| | | | | |
| <u>TOTAL COST FOR PROCESSING CASE # 06-85-CEB</u> | | | | \$721.43 |

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Bella Woods Rezone from A-1 (Agriculture) to PUD (Planned Unit Development)**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Austin Watkins**EXT:** 7440**MOTION/RECOMMENDATION:**

1. APPROVE the an ordinance rezoning 3.34 ± acres, located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and approve the attached Preliminary Master Plan, subject to the conditions in the attached Development Order, and authorize the Chairman to execute the aforementioned documents, per staff findings; (Larry W. Hodges, applicant); or
2. DENY the request to rezone 3.34 ± acres, located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road, from A-1 (Agriculture) to PUD (Planned Unit Development) and authorize the Chairman to execute the Denial Development Order; (Larry W. Hodges, applicant); or
3. CONTINUE the item to a time and date certain.

District 1 Bob Dallari

Austin Watkins

BACKGROUND:

The applicant requests a rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on approximately 3.34 acres, located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road. The requested zoning will allow a maximum of seven lots that are a minimum of 11,000 square feet, with a stormwater retention pond which includes a mulch trail and bench. The net density of the proposed PUD is 2.59 dwelling units per net buildable acre. The existing Future Land Use on the property is Low Density Residential which allows for a maximum of 4 dwelling units per acre.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on September 5, 2007 and voted 5 to 1 to recommend DENIAL of the request to rezone 3.34 ± acres, located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and recommend DENIAL of the attached Preliminary Master Plan.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request to rezone 3.34± acres, located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road, from A-1 (Agriculture) to PUD (Planned Unit Development), and APPROVE the attached Preliminary Master Plan, subject to the conditions in the attached Development Order.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Preliminary Master Plan
6. Approval Development Order
7. Rezone Ordinance
8. Denial Development Order (applicable only if denied)
9. September 5, 2007 P&Z Minutes
10. School Capacity Analysis
11. Letter of Support

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

| Bella Woods Rezone | | |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------|
| APPLICANT | Larry W. Hodges | |
| PROPERTY OWNER | H. L. RE Investments, LLC | |
| REQUEST | Rezone from A-1 (Agriculture) to PUD (Planned Unit Development) | |
| PROPERTY SIZE | 3.34 \pm acres | |
| HEARING DATE (S) | P&Z: September 5, 2007 | BCC: October 23, 2007 |
| PARCEL ID | 25-21-30-300-0120-0000 | |
| LOCATION | Located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road | |
| FUTURE LAND USE | Low Density Residential (LDR) | |
| ZONING | A-1 (Agriculture) | |
| FILE NUMBER | Z2007-25 | |
| COMMISSION DISTRICT | #1 – Dallari | |

Proposed Development:

The applicant is proposing a residential subdivision consisting of seven lots. (11,000 square feet minimum lot size) with an amenitized stormwater retention pond to include a mulch trail and bench.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is requesting to rezone 3.34 \pm acres from A-1 (Agriculture) to PUD (Planned Unit Development) for a seven lot residential subdivision located on the north side of Dike Road.

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 | 11,000 square feet |
| Minimum House Size | N/A | 1,100 square feet |
| Minimum Width at Building Line | 150 feet | 75 feet |
| Front Yard Setback | 50 feet | 20 feet |
| Side Yard Setback | 30 feet | 7.5 feet |
| Side Street Setback | 50 feet | 15 feet |
| Rear Yard Setback | 10 feet | 25 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, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents. | | Single-Family Dwelling, Home Occupations, Home Offices. |
| 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. | 11,000 sq. ft. |

COMPATIBILITY WITH SURROUNDING PROPERTIES

The surrounding area has the Low Density Residential Future Land Use designation and is assigned the A-1, R-1A, R-1AA, or R-1AAA zoning classification. The applicant is proposing a minimum lot size of 11,000 square feet and a minimum width at the building line of 75 feet. This is consistent with the surrounding single-family subdivisions to the north and south of the subject property.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map panel number 12117C0145E, with an effective date of 1995, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on 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) | 1,050 | 2,450 | + 1,400 |
| Sewer (GPD) | 0 | 0 | 0 |
| Traffic (ADT) | 29 | 67 | + 38 |

* Numbers are based on a 3 unit residential subdivision.

¹ Proposed PUD Development is based on a 7 unit residential subdivision.

Utilities:

The site is located in the Southeast Seminole County utility service area, and will be required to connect to public utilities (water). There is a 30-inch water main on the south side of Dike Rd. The subject development proposes septic tanks for individual lots. The subject property is in the ten year master plan for reclaimed water. A separate reclaimed water utility system is required. This system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The property proposes access onto Dike Road, which is classified as a local road. Dike Road is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program or FDOT 5-year Work Program.

School Impacts:

The Seminole County Public School District has prepared an analysis which is included as an attachment to this report.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin, and has limited downstream capacity. The site will have to be designed to hold 25-year, 96-hour volumetric difference.

Parks, Recreation and Open Space:

The applicant will need to designate .81 acres of usable open space, per Section 30.451 (e) of the Land Development Code. The details of the open space and amenities will be provided at the time of the Final Master Plan Approval.

Buffers and Sidewalks:

The applicant is not proposing any buffers. The applicant is required to build a sidewalk along their frontage of Dike Road. At this time there are no sidewalks along the north side of Dike Road, 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 County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy FLU 2.11: Determination of Compatibility in PUD and PCD Zoning Classifications
Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
Policy PUB 2.1: Public Safety Level-of-Service
Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection
Policy PUB 2.1: Public Safety Level-of-Service

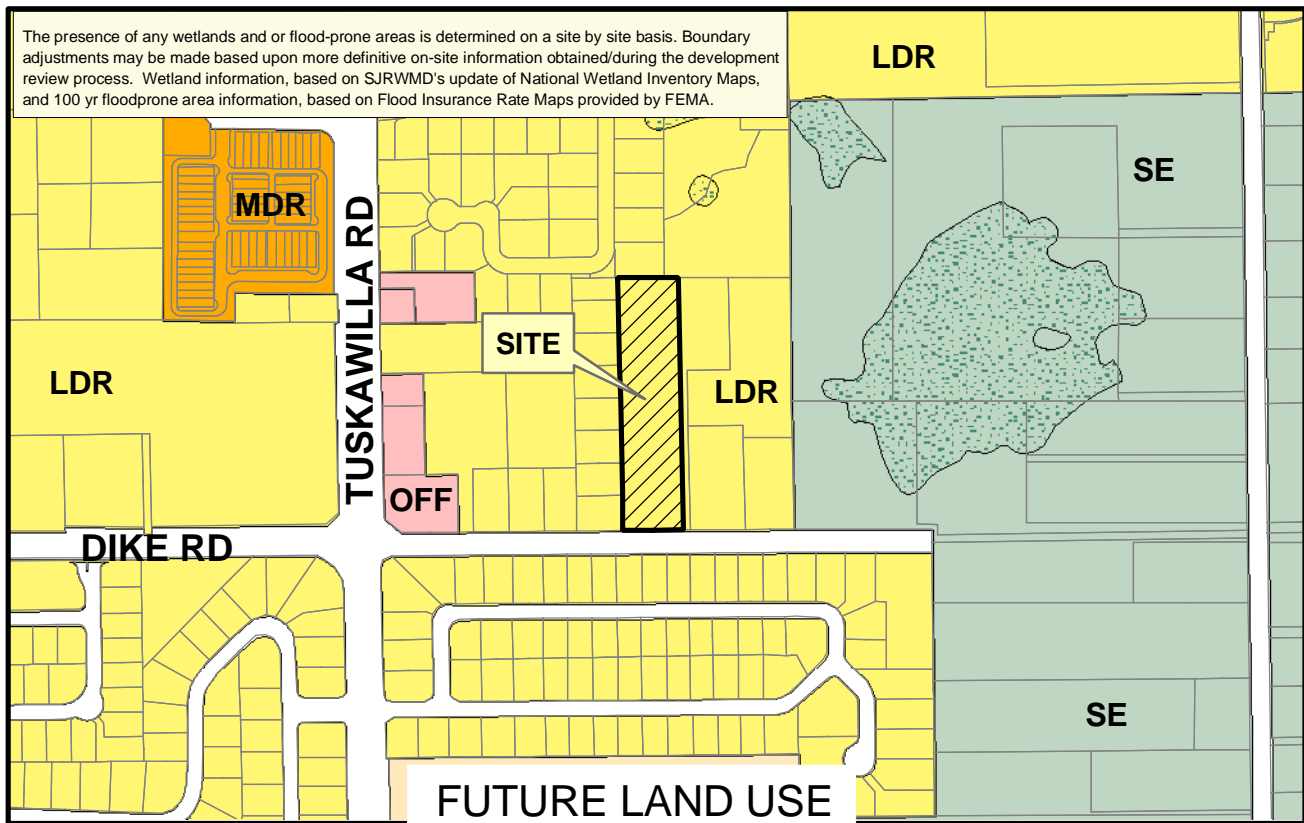
INTERGOVERNMENTAL NOTIFICATION:

An intergovernmental notice was sent to the Seminole County School Board on May 11, 2007 and they have provided a School Capacity Analysis, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

Staff received one letter of support on August 19, 2007, which is attached.

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.



LDR
 MDR
 OFF
 SE
 Site
 CONS

Applicant: Larry Hodges

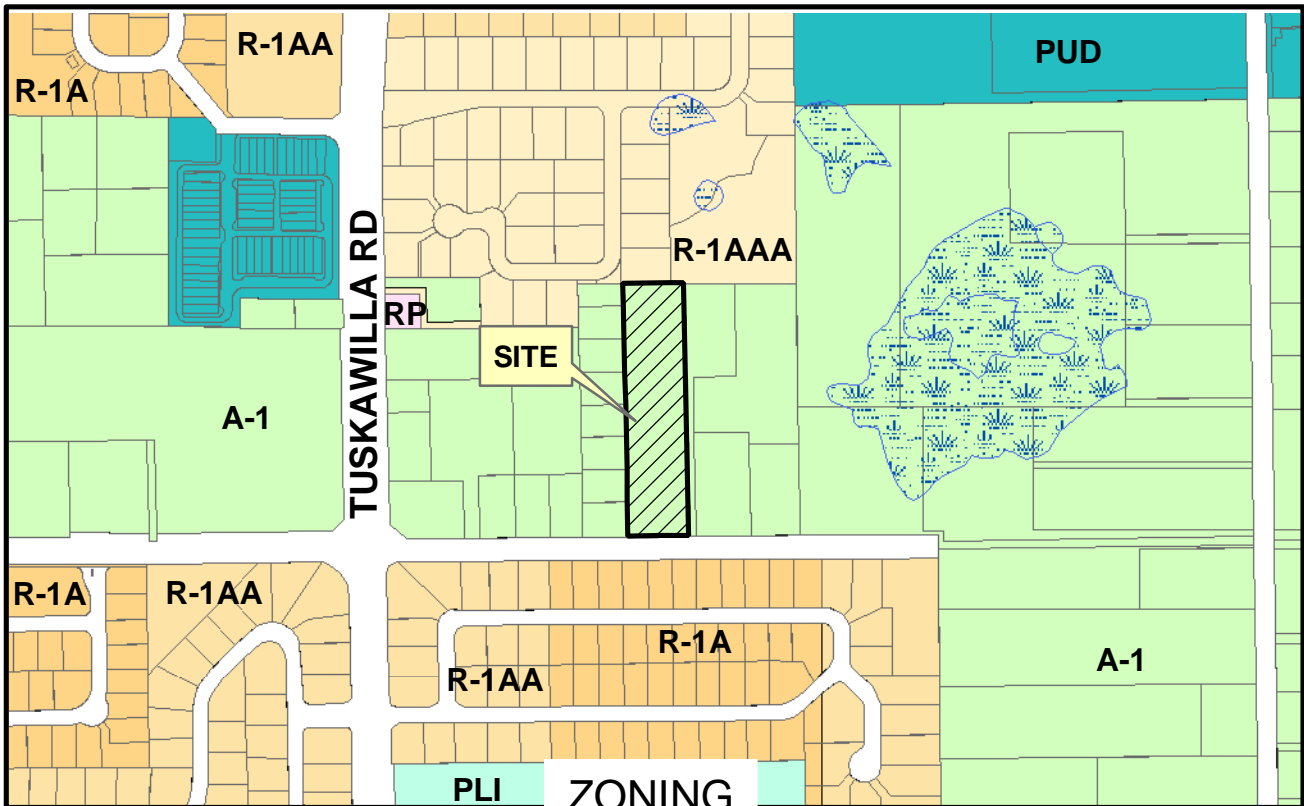
Physical STR: 25-2130-300-0120-0000

Gross Acres: 3.34 +/- BCC District: 1

Existing Use: Single Family Residential

Special Notes: _____

| | Amend/ Rezone# | From | To |
|--------|-------------------|------|-----|
| FLU | -- | -- | -- |
| Zoning | Z2007-025 | A-1 | PUD |



A-1
 R-1A
 R-1AA
 R-1AAA
 PUD
 RP
 PLI

FP-1
 W-1



Rezone No: Z2007-025
From: A-1 To: PUD

- Parcel
- Subject Property



Winter 2006 Color Aerials

PRELIMINARY MASTER PLAN

FOR

BELLA WOODS

SEMINOLE COUNTY, FLORIDA

JUNE, 2007

OWNER/DEVELOPER:
MR. LARRY HODGES

H.L. R E INVESTMENTS, LLC
1803 SOUTH AUSTRALIAN AVENUE
WEST PALM BEACH, FL 33409

ENGINEER:
GEORGE GARRETT & ASSOCIATES, INC.

P.O. BOX 531085
ORLANDO, FLORIDA 32853
407-256-5862

PROJECT INFORMATION

SURVEYOR: ACCURIGHT SURVEY
2012 E. ROBINSON STREET
ORLANDO, FLORIDA 32803
407-884-6314

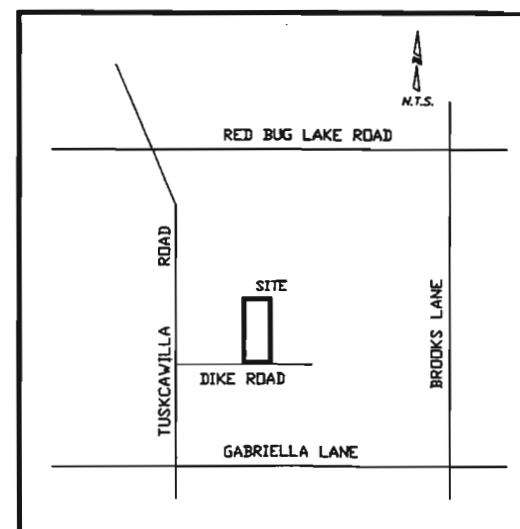
EXISTING FLU / ZONING: LDR / A-1
PROPOSED FLU / ZONING: LDR / PUD
SITE AREA: 3.34 ACRES
PROPOSED DEVELOPMENT: 7 SINGLE FAMILY LOTS
MINIMUM LOT SIZE: 11,000 sq. ft.
MINIMUM LOT WIDTH: 75 FEET AT BUILDING LINE
MAXIMUM HEIGHT: 35 FEET
MINIMUM LIVING AREA: 1,100 S.F.
NET DENSITY: 3.72 LOTS/ACRE (7 LOTS / 1.88 ACRE)
BUILDING SETBACKS: FRONT - 25' (EXCEPT LOT 5 - 20')
SIDE - 7.5'
REAR - 25'
SIDE STREET - 15'

ACCESSORY BUILDINGS, POOLS
AND POOL ENCLOSURE SETBACKS: PER R-1A ZONING DISTRICT REGULATIONS.

OPEN SPACE REQUIRED: 35,622 S.F. (25%)
OPEN SPACE PROVIDED: STORMWATER TRACT "A" = 35,650 S.F.
NOTE: STORMWATER AREAS SHALL BE LANDSCAPED/AMENITIZED
PER SECTION 30.1344, SEMINOLE COUNTY LAND DEVELOPMENT CODE.

POTABLE WATER SERVICE: SEMINOLE COUNTY (7 LOTS X 350 GPD = 2,450 GPD)
FIRE PROTECTION: SEMINOLE COUNTY (500 GPM / 20 PSI RESIDUAL)
SEWER SERVICE: SEPTIC TANK / DRAINFIELD
AVERAGE DAILY TRAFFIC: 7 UNITS X 10.1 = 71 ADT
SCHOOL AGE CHILDREN: 7 UNITS X 0.404 = 3 STUDENTS
EXIST. LAND USE: VACANT
EXIST. VEGETATION: PASTURE GRASS / SCATTERED TREES
CONSERVATION AREA: NONE

VICINITY MAP



PARCEL ID: 25-21-30-300-0120-0000
ADDRESS: 4724 DIKE ROAD

LEGAL DESCRIPTION:

THE SOUTH 12 CHAINS OF THE W 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 30 EAST LESS WEST 140 FEET OF THE SOUTH 12 CHAINS OF THE WEST 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4, LYING NORTH OF HIGHWAY, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

CONTAINS: 145,323 SQUARE FEET OR 3.34 ACRES MORE OR LESS.

NOTES:

BEARING STRUCTURE BASED ON NORTH R/W LINE OF DIKE ROAD, BEING: S89°46'46"W. (ASSUMED)

THIS SITE IS NOT IN A FLOOD PRONE AREA, IT IS IN ZONE X, AN AREA OF MINIMAL FLOODING BASED ON FLOOD INSURANCE RATE MAP, PANEL NO. 120289 0145 E, SEMINOLE COUNTY, FLORIDA.

ELEVATIONS BASED ON NAVD 1988 DATUM, BM #4792501 BEING: 64.872 FEET.

TABLE OF CONTENTS

| SHEET | TITLE |
|-------|-------------------------|
| 1 | COVER SHEET |
| 2 | PRELIMINARY MASTER PLAN |

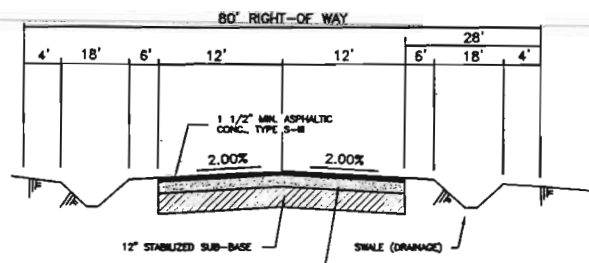
REVISIONS:

| | |
|---------|------------------------------------------------------------------------|
| 6-04-07 | REVISED PER DRC REVIEW COMMENTS - PROJECT # 07-20500001 |
| 7-03-07 | REVISED PER DRC REVIEW (1st REVISION) COMMENTS - PROJECT # 07-20500001 |
| 7-25-07 | REVISED PER DRC REVIEW (2nd REVISION) COMMENTS - PROJECT # 07-20500001 |

BELLA WOODS
PRELIMINARY MASTER PLAN

TREE LEGEND

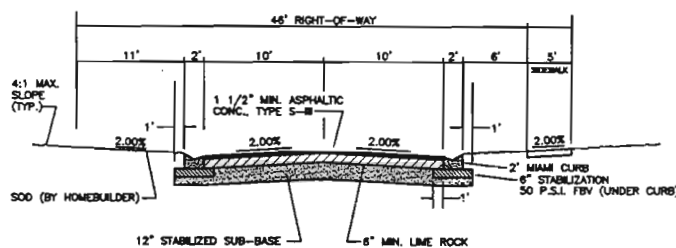
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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TYPICAL ROADWAY SECTION DIKE ROAD

NOTES:

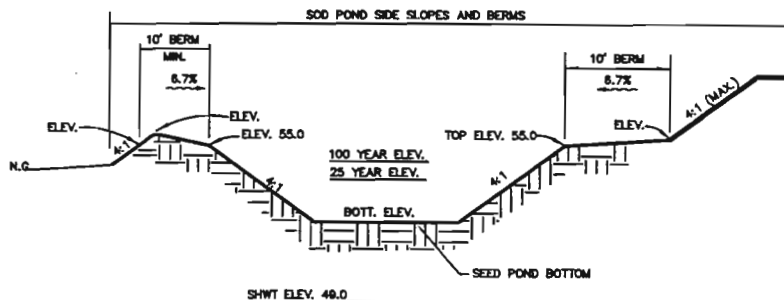
- DIKE ROAD TO BE CONSTRUCTED FROM TUSKAMILLA ROAD TO PROJECT ENTRANCE (APPROXIMATELY 900 FEET).
- LINE ROCK: COMPACTED TO MIN. 98% OF MAX. DENSITY PER ASHTO SPECIFICATION T-180.
- STABILIZED SUBGRADE: MIN. DEPTH OF 10\"/>



TYPICAL ROADWAY SECTION BELLA WOODS SUBDIVISION

NOTES:

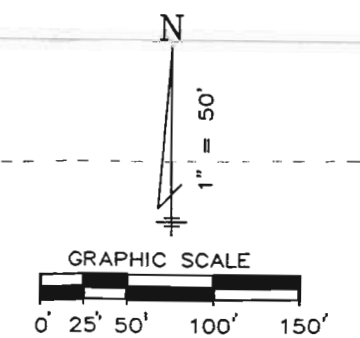
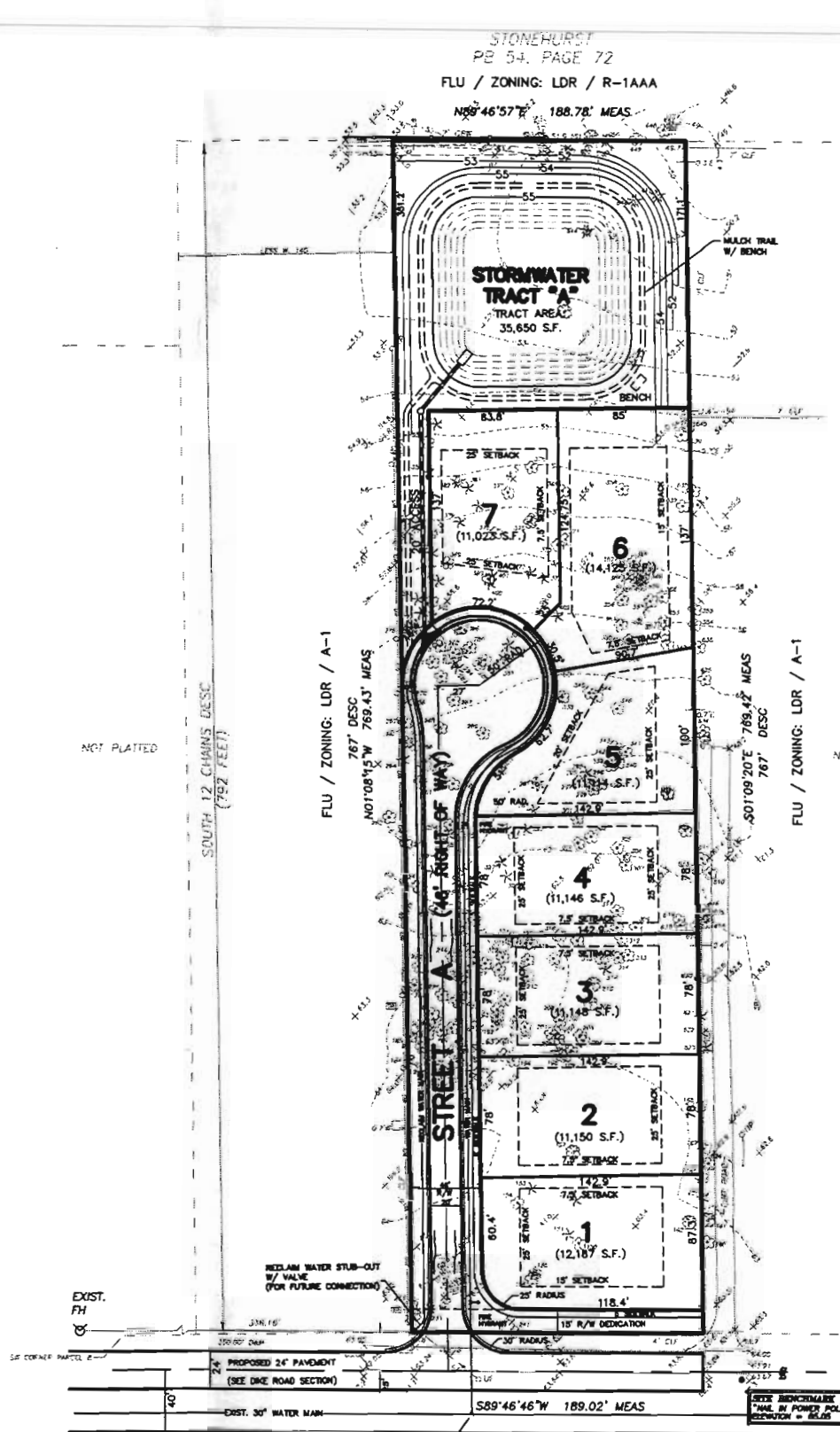
- BELLA WOODS SUBDIVISION ROADS SHALL BE PRIVATE ROADS.
- CUL-DE-SAC PAVEMENT RADIUS SHALL BE 42'
- LINE ROCK: COMPACTED TO MIN. 98% OF MAX. DENSITY PER ASHTO SPECIFICATION T-180.
- STABILIZED SUBGRADE: MIN. DEPTH OF 10\"/>



STORMWATER POND SECTION

NOTES:

- STORMWATER MANAGEMENT SYSTEM TO BE DESIGNED TO MEET THE STORMWATER REQUIREMENTS FOR SEMINOLE COUNTY AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
- POND SLOPES SHALL COMPLY WITH APPENDIX B, LAND DEVELOPMENT CODE.



NET BUILDABLE AREA

| | |
|-----------------------------------------|---------------------------------|
| SITE AREA: | 3.34 ACRES |
| RIGHT-OF-WAY DEDICATION: (DIKE ROAD) | 0.07 ACRES |
| RIGHT-OF-WAY DEDICATION: (STREET A) | 0.57 ACRES |
| NET BUILDABLE: | 2.70 ACRES |
| NET DENSITY: | 2.59 LOTS/ACRE (7 LOTS/2.7 AC.) |

NET BUILDABLE LOT AREAS

| LOT NUMBER | LOT AREA (SF) | NET BUILDABLE AREA (SF) |
|------------|---------------|-------------------------|
| 1 | 12,187 | 5,917 |
| 2 | 11,150 | 5,856 |
| 3 | 11,148 | 5,854 |
| 4 | 11,146 | 5,853 |
| 5 | 11,114 | 4,556 |
| 6 | 14,125 | 7,912 |
| 7 | 11,023 | 5,366 |
| TOTAL | 81,893 | 41,314 |

NOTES:

- THE PROPOSED PROJECT IS LOCATED IN THE HOWELL CREEK DRAINAGE BASIN.
- THE PROPOSED STORMWATER MANAGEMENT SYSTEM WILL BE DESIGNED IN ACCORDANCE WITH THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AND SEMINOLE COUNTY CRITERIA.
- PRIOR TO RECORDING THE FINAL PLAT, THE SUBDIVISION NAME AND STREET NAMES SHALL BE APPROVED AND LOT ADDRESSES ASSIGNED.
- SUBDIVISION ROADWAY AND COMMON AREAS (TRACT A) SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- STORMWATER TRACT SHALL BE LANDSCAPED, SOODED, AND AMENITIZED IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE (SECTION 30.1344) TO COUNT TOWARDS THE MINIMUM 25% OPEN SPACE REQUIREMENT.
- LAND USE SUMMARY:

| | | |
|--------------------------------|---------------------------|-------|
| 15' RIGHT-OF-WAY DEDICATION: | 0.07 ACRES (2,835 S.F.) | 2.1% |
| PROPOSED RIGHT-OF-WAY: | 0.57 ACRES (24,798 S.F.) | 17.1% |
| PROPOSED LOT AREA: | 1.88 ACRES (81,893 S.F.) | 56.3% |
| PROPOSED STORMWATER TRACT "A": | 0.82 ACRES (35,797 S.F.) | 24.5% |
| PROJECT AREA: | 3.34 ACRES (145,323 S.F.) | 100% |
- OPEN SPACE SUMMARY:

| | |
|----------------------------|-------------|
| REQUIRED OPEN SPACE: | 35,622 S.F. |
| STORMWATER TRACT "A": | 35,797 S.F. |
| TOTAL OPEN SPACE PROVIDED: | 35,797 S.F. |
- ON-SITE SOILS: TAVARES-MILLHOPPER FINE SAND (0-5% SLOPE).

DIKE ROAD (65' R/W)

TEFFANY WOODS
PB 29, PAGE 29

| NO. | DATE | REVISION | APP'D. BY |
|-----|---------|------------------------------------------------|-----------|
| 1 | 6-04-07 | REVISED PER DRC REVIEW COMMENTS | |
| 2 | 7-03-07 | REVISED PER DRC REVIEW (1st REVISION) COMMENTS | |
| 3 | 7-25-07 | REVISED PER DRC REVIEW (2nd REVISION) COMMENTS | |

GEORGE GARRETT & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. 9547
P.O. BOX 531085
ORLANDO, FLORIDA 32853
407-256-5852 FAX: 321-636-1035

BELLA WOODS
SEMINOLE COUNTY, FLORIDA

PRELIMINARY MASTER PLAN

SCALE 1"=50'
JOB NO. DIKE
FILE MASTER
DRAWN BY GG
DATE 6-07
SHT C-2

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On October 23, 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: H. L. RE Investments LLC
1803 S. Australian Ave Ste. A
West Palm Beach, FL 33409

Project Name: Bella Woods PUD Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on approximately 3.34 acres, located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road.

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:
Austin Watkins, 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 2.59 dwelling units per net buildable acre, up to a maximum of 7 dwelling units
- c. Maximum allowable building height shall be 35 feet.
- d. The setbacks shall be as follows:

| | |
|--------------|----------------------------------------------------------------------------------------------------|
| Front: | 20 Feet (measured from the property line or edge of sidewalk, whichever is closer to the building) |
| Side: | 7.5 Feet |
| Rear: | 25 Feet |
| Side Street: | 15 Feet |

- e. The minimum lot size for single-family dwellings shall be a minimum of 11,000 square feet.
- f. The permitted uses shall be single-family detached dwellings, home offices, and home occupations.
- g. All landscape buffers and common areas shall be maintained by a homeowners association.
- h. A minimum of 25% useable open space shall be provided for the entire PUD. The stormwater retention pond shall be amenitized with a mulch path and bench to be counted towards common open space.
- i. There shall be one access point on Dike Road as shown on Exhibit "B".

(4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly

covenanted and agreed to this provision and all other terms and provisions of this Development Order.

(5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, H. L. RE Investments LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Larry W. Hodges, Authorized Agent

Witness

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 Larry W. Hodges who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2007.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

The South 12 Chains of the W $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 21 South, Range 30 East less West 140 feet of the South 12 Chains of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Lying North of Highway, Section 25, Township 21 South, Range 30 East, Seminole County, Florida.

Contains: 145,323 Square Feet or 3.34 Acres more or less.

EXHIBIT "B"

Preliminary Master Plan

PRELIMINARY MASTER PLAN

FOR

BELLA WOODS

SEMINOLE COUNTY, FLORIDA

JUNE, 2007

OWNER/DEVELOPER:
MR. LARRY HODGES

H.L. R E INVESTMENTS, LLC
1803 SOUTH AUSTRALIAN AVENUE
WEST PALM BEACH, FL 33409

ENGINEER:
GEORGE GARRETT & ASSOCIATES, INC.

P.O. BOX 531085
ORLANDO, FLORIDA 32853
407-256-5862

PROJECT INFORMATION

SURVEYOR: ACCURIGHT SURVEY
2012 E. ROBINSON STREET
ORLANDO, FLORIDA 32803
407-884-6314

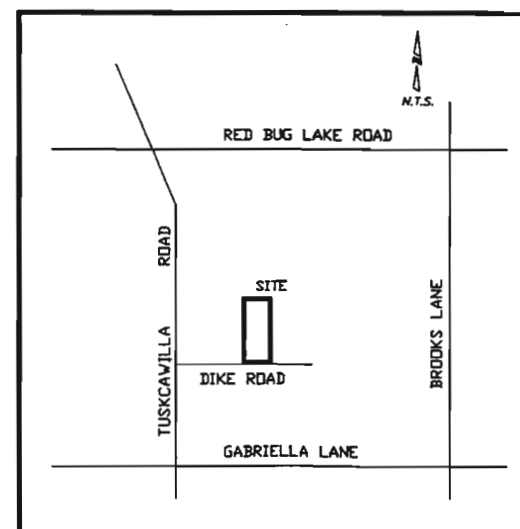
EXISTING FLU / ZONING: LDR / A-1
PROPOSED FLU / ZONING: LDR / PUD
SITE AREA: 3.34 ACRES
PROPOSED DEVELOPMENT: 7 SINGLE FAMILY LOTS
MINIMUM LOT SIZE: 11,000 sq. ft.
MINIMUM LOT WIDTH: 75 FEET AT BUILDING LINE
MAXIMUM HEIGHT: 35 FEET
MINIMUM LIVING AREA: 1,100 S.F.
NET DENSITY: 3.72 LOTS/ACRE (7 LOTS / 1.88 ACRE)
BUILDING SETBACKS: FRONT - 25' (EXCEPT LOT 5 - 20')
SIDE - 7.5'
REAR - 25'
SIDE STREET - 15'

ACCESSORY BUILDINGS, POOLS
AND POOL ENCLOSURE SETBACKS: PER R-1A ZONING DISTRICT REGULATIONS.

OPEN SPACE REQUIRED: 35,622 S.F. (25%)
OPEN SPACE PROVIDED: STORMWATER TRACT "A" = 35,650 S.F.
NOTE: STORMWATER AREAS SHALL BE LANDSCAPED/AMENITIZED
PER SECTION 30.1344, SEMINOLE COUNTY LAND DEVELOPMENT CODE.

POTABLE WATER SERVICE: SEMINOLE COUNTY (7 LOTS X 350 GPD = 2,450 GPD)
FIRE PROTECTION: SEMINOLE COUNTY (500 GPM / 20 PSI RESIDUAL)
SEWER SERVICE: SEPTIC TANK / DRAINFIELD
AVERAGE DAILY TRAFFIC: 7 UNITS X 10.1 = 71 ADT
SCHOOL AGE CHILDREN: 7 UNITS X 0.404 = 3 STUDENTS
EXIST. LAND USE: VACANT
EXIST. VEGETATION: PASTURE GRASS / SCATTERED TREES
CONSERVATION AREA: NONE

VICINITY MAP



PARCEL ID: 25-21-30-300-0120-0000
ADDRESS: 4724 DIKE ROAD

LEGAL DESCRIPTION:

THE SOUTH 12 CHAINS OF THE W 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 30 EAST LESS WEST 140 FEET OF THE SOUTH 12 CHAINS OF THE WEST 1/2 OF THE EAST 1/2 OF THE NE 1/4 OF THE NE 1/4, LYING NORTH OF HIGHWAY, SECTION 25, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA.

CONTAINS: 145,323 SQUARE FEET OR 3.34 ACRES MORE OR LESS.

NOTES:

BEARING STRUCTURE BASED ON NORTH R/W LINE OF DIKE ROAD, BEING: S89°46'46"W. (ASSUMED)

THIS SITE IS NOT IN A FLOOD PRONE AREA, IT IS IN ZONE X, AN AREA OF MINIMAL FLOODING BASED ON FLOOD INSURANCE RATE MAP, PANEL NO. 120289 0145 E, SEMINOLE COUNTY, FLORIDA.

ELEVATIONS BASED ON NAVD 1988 DATUM, BM #4792501 BEING: 64.872 FEET.

TABLE OF CONTENTS

| SHEET | TITLE |
|-------|-------------------------|
| 1 | COVER SHEET |
| 2 | PRELIMINARY MASTER PLAN |

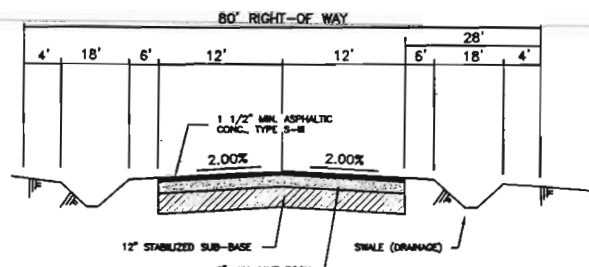
REVISIONS:

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BELLA WOODS
PRELIMINARY MASTER PLAN

TREE LEGEND

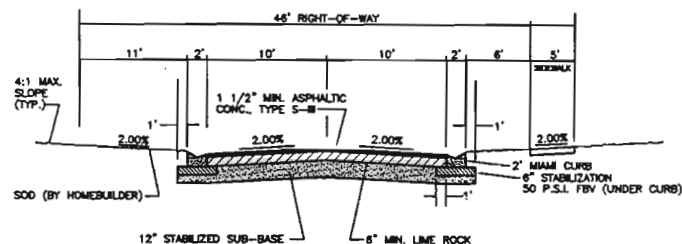
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TYPICAL ROADWAY SECTION DIKE ROAD

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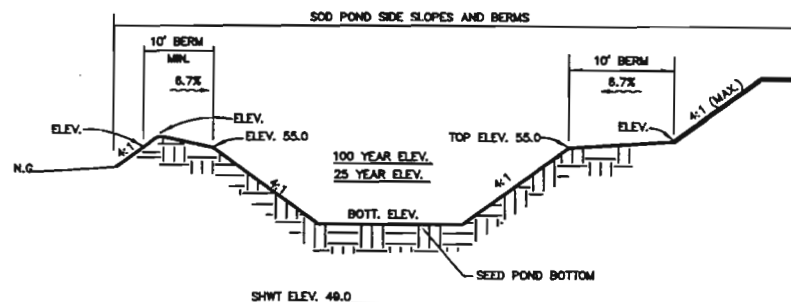
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TYPICAL ROADWAY SECTION BELLA WOODS SUBDIVISION

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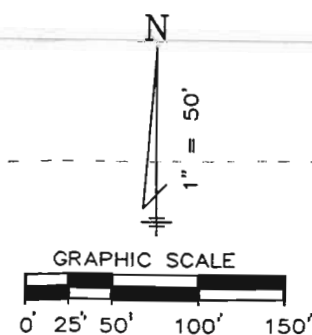
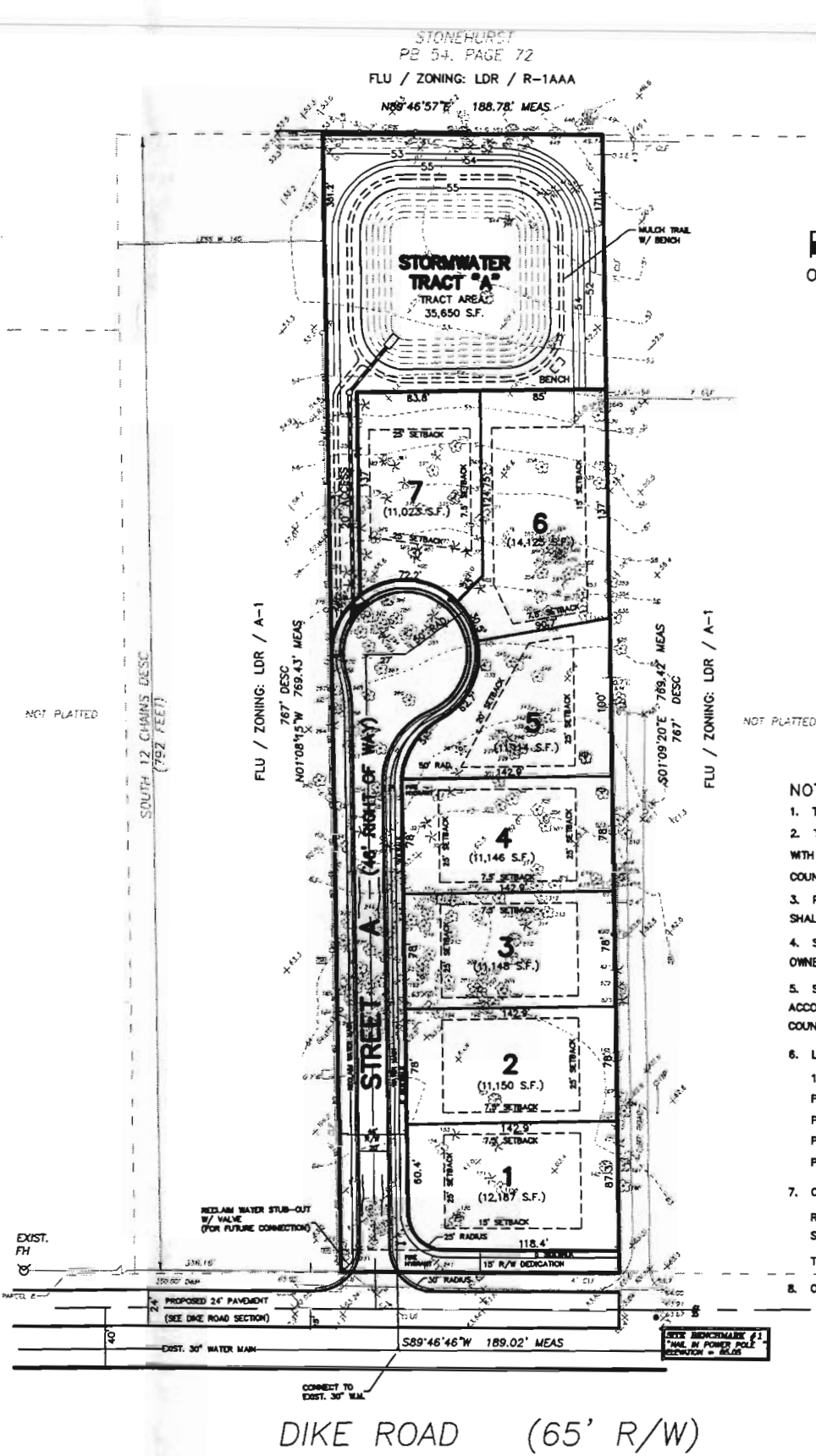
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STORMWATER POND SECTION

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- POND SLOPES SHALL COMPLY WITH APPENDIX B, LAND DEVELOPMENT CODE.



NET BUILDABLE AREA

| | |
|--------------------------|---------------------------------|
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| | |
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| NO. | DATE | REVISION | APP'D. BY |
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BELLA WOODS
 SEMINOLE COUNTY, FLORIDA

PRELIMINARY MASTER PLAN

SCALE 1"=50'
 JOB NO. DIKE
 FILE MASTER
 DRAWN BY GG
 DATE 6-07
 SHT C-2

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 EXCLUSION FROM CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Bella Woods Rezone", dated October 23, 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 # 07-20500001 in the Official Land Records of Seminole County.

ENACTED this 23rd day of October 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

The South 12 Chains of the W $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 21 South, Range 30 East less West 140 feet of the South 12 Chains of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Lying North of Highway, Section 25, Township 21 South, Range 30 East, Seminole County, Florida.

Contains: 145,323 Square Feet or 3.34 Acres more or less.

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On October 23, 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: H. L. RE Investments LLC
1803 S. Australian Ave Ste. A
West Palm Beach, FL 33409

Project Name: Bella Woods PUD Rezone

Requested Development Approval:

Rezone from A-1 (Agriculture) to PUD (Planned Unit Development) on approximately 3.34 acres, located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road.

The Board of County Commissioners has determined that the request for 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 "Bella Woods rezone from A-1 (Agriculture) to PUD (Planned Unit Development)" and all evidence submitted at the public hearing on October 23, 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

The South 12 Chains of the W $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 25, Township 21 South, Range 30 East less West 140 feet of the South 12 Chains of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Lying North of Highway, Section 25, Township 21 South, Range 30 East, Seminole County, Florida.

Contains: 145,323 Square Feet or 3.34 Acres more or less.

**MINUTES FOR THE
REGULAR MEETING OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/
PLANNING AND ZONING COMMISSION**

**WEDNESDAY, SEPTEMBER 5, 2007
7:00 P.M.**

Members present: Matthew Brown, Walt Eismann, Dudley Bates, Kim Day, Melanie Chase, and Rob Wolf.

Members absent: Ben Tucker

Also present: Tina Williamson, Acting Planning Manager; Herman Wright, Principal Planner; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Tom Helle, Acting Building Official; Kathy Furey-Tran, Assistant County Attorney; Tony Nelson, Senior Engineer; and Candace Lindlaw-Hudson, Clerk to the Commission.

A. Bella Woods Rezone; Larry Hodges / H.L. Re Investments, LLC, applicant; 3.34 ± acres; Rezone from A-1 (Agriculture) to PUD (Planned Unit Development); for 7 single-family lots; located on the north side of Dike Road approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road. (Z2007-25)

Commissioner Dallari – District 1
Austin Watkins, Senior Planner

Austin Watkins presented the application and staff findings for the Bella Woods rezone. The applicant is requesting a 7-lot subdivision with lot size of 11,000 square feet. The net density of the project is 2.59 dwelling units per acre.

Commissioner Eismann asked what the maximum allowable density was on the project.

Mr. Watkins stated that the maximum allowable density for the Future Land Use was 4 dwelling units per net buildable acre.

George Garrett spoke on behalf of the applicant. He stated that the project design meets the 25% open space standard. He is dedicating right-of-way for the widening of Dike Road.

Mark Crone (Stonehurst Development Company) stated that he had developed the project to the north. He owns parcel 1B. He stated that 4 nearby lots would be landlocked by the project. (Lots 11 B, F, G, and H) He also said that this

project is using septic systems, and there is a lift station 150 feet away, in Stonehurst. Storm water is a concern in the area. The water table is high in the area.

Ian Phillips said that he is building a house on 4 acres adjacent to the proposed rezoning. He is concerned about compatibility with the existing area and the density. There is a stormwater erosion problem in the area. He showed a photo demonstrating 15 inches of water in his driveway.

Shar Moore lives adjacent to the project. She was very concerned about her well being polluted by stormwater run-off and the use of septic tanks in the 7 lots. She also was concerned that there was no wall or fence separating the subdivision from her property which has animals.

Jody Lazarus lives east of the project on 3.5 acres in A-1 zoning. She was concerned about the lack of a privacy wall between the houses and her land.

Tracie Blakey lives on Lot 13 bordering the subject property. She has 10 cows and horses there and is strongly opposed to the application. The project will drain onto her property and will not blend with any of the surrounding properties. She wanted an explanation of what Low Density Residential land use was. Stonehurst stormwater drains downhill onto her property and then onto Brooks Lane. Ms. Blakey said that the density of the project was too high to fit in to the area.

Chairman Brown noted that 4 other people had submitted comments objecting to the application.

Jim Womble stated that the proposed project was not in keeping with the area and that he was concerned with the drinking water issue.

Jack Sedlak was also opposed to the project, saying that it did not “flow” with the existing development in the area.

Bobbie Womble was also opposed.

Ray Womble was also opposed.

Pearl and Bruce Owen and Frank Owen were all opposed to the application.

George Garrett stated that the proposed density of this application is 2.5 dwelling units per acre, lower than the maximum of 4 dwelling units per acre. The lots are one-quarter acre lots. The lots in Tiffany Woods are smaller. There are no wells on this project. There is a 30-inch water main on Dike Road that the development will tap into.

Chairman Brown asked about the water retention situation.

Mr. Garrett said that the project has 25% open space. The retention pond is used a a portion of the green space, therefore the stormwater pond is oversized. A straight zoning would have only 12 – 15% of the project dedicated to stormwater retention. Also, Dike Road is being repaved and the swales along Dike Road are being repaired. There are no wetlands on the site.

Commissioner Brown asked Mr. Watkins why a PUD (Planned Unit Development) was requested instead of a straight zoning requirement.

Mr. Watkins explained that a PUD provides for 25% common usable open space and a flexibility of lot size and lot layout.

Commissioner Eismann asked about the access to the four lots that were mentioned by the first speaker.

Mr. Watkins said that Bodkin is a private easement or private road.

Tina Williamson stated that the 4 lots in question never had access from this property.

Commissioner Eismann summarized that by developing this property nothing was being taken away from the owners of the 4 lots.

Ms. Williamson agreed.

Commissioner Eismann asked about the kinds of improvements that would have to be given as Dike Road is upgraded.

Mr. Watkins pointed out that there is a detailed storm water plan in the Preliminary Master Plan, which shows swales on both sides of the road.

Commissioner Eismann wanted to know where the swales terminated.

Tony Nelson from the Development Review Division said that the swales on the north side go into the development and the retention pond. The south side swale was not part of the development.

Mr. Garrett said that the swales will have ditch blocks which stop the flow of water and provide for a certain amount of percolation of the stormwater.

Commissioner Brown said that the road widening should not make anyone's property condition any worse.

Commissioner Wolf asked if enlarging or widening the road changed the stormwater parameters.

Mr. Nelson said that he looks at the amount of impervious structure – roads and sidewalks – being proposed, which are not significant enough to change the stormwater for the roadway.

Commissioner Brown asked if soil could be changed out to make the area more pervious.

Mr. Nelson said that such a thing can be done. Further information is gathered at Final Engineering.

Commissioner Wolf said that it would make sense to increase the amount of water handling capacity with the increase in the slope and impervious surface. The analysis could come back that more stormwater retention is actually required.

Mr. Nelson said that is true.

Commissioner Brown asked about the open space.

Mr. Watkins said the retention pond is being counted toward the 25% open space and being amentized with benches and a mulch trail.

Commissioner Eismann said that he had received an invitation to attend a community meeting on this item, but he was unable to attend due to a planning conference.

Commissioner Wolf asked Mr. Watkins if a privacy wall was required to separate one subdivision from the next, as here.

Mr. Watkins said that a wall is not required in this instance.

Chairman Brown said that the wall is not required since the applicant is going up against other properties with the same zoning standards. The wall would be required if they were not deemed compatible.

Commissioner Wolf asked if the septic tanks in this project were a safe distance from wells in the surrounding neighborhood. How is that separation handled?

Tony Nelson said that there are distance requirements that will be followed.

Commissioner Bates said that he had concerns about the density of the development. This is too much. He had not heard anything definitive concerning the issues of stormwater and septic. The property would be better with fewer units, perhaps 4 units.

Commissioner Wolf asked about the minimum house size. 1,100 square feet was listed as the minimum house size.

The developer stated that the minimum house size will be 2,100 square feet of living space with 2-car garages off-set so that they do not face the road.

Commissioner Eismann asked the lot size of the 8 lots to the west.

Mr. Watkins stated that he did not know the dimensions of those lots, but they were less than one acre.

Commissioner Brown asked how many homes could go into this space if the zoning were R-1AAA .

Mr. Watkins said that R-1AAA zoning would accommodate 6 – 7 homes, roughly the same number as in this request. The main thin that would change would be an increase in the width at building line, which is the reason the applicant went for PUD zoning. These are 75-foot lots.

Commissioner Wolf made a motion to recommend approval, but with a R-1AAA zoning.

Commissioner Eismann seconded the motion for discussion purposes.

Commissioner Brown asked Kathy Furey-Tran said that the proposal is not what was being applied for.

Commissioner Wolf withdrew his motion.

Commissioner Bates made a motion to deny the request to rezone of 3.34 ± acres from A-1 (Agriculture) to PUD (Planned Unit Development) for 7 single-family lots located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike Road.

Commissioner Day seconded the motion.

Commissioner Eismann stated that his concern was that there are 8 lots next door to this site with similar sizes.

Commissioner Brown said that the trailers on the adjacent lots could be a temporary use and that the use there could change in the future.

The vote was 5 – 1 in favor of the motion for denial. Commissioner Eismann voted “no.”



SEMINOLE COUNTY PUBLIC SCHOOLS School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: August 14, 2007

RE. Z2007-25 Bella Woods Rezone

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 - 3.3—acres Located on the north side of Dike Road, approximately 900 feet east of the intersection of Tuskawilla Road and Dike road. The applicant is proposing to construct an 8 single family dwelling unit subdivision, at a density of approximately 2.4 dwelling units per net buildable acre.
Parcel ID #: 25-21-30-300-0120-0000.

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 | |
| 8 | | 8 | | 0 | |
| Student Generation | | | | | |
| Impacted Schools | Projected Number of Additional Students | Current Capacity | Current Enrollment | Percent Utilization | Students Resulting from Recently Approved Developments |
| Elementary Red Bug | 2 | 819 | 841 | 102.7 | 13 |
| Middle Tuskawilla | 1 | 1250 | 1153 | 92.2 | 33 |
| High Lake Howell | 1 | 2363 | 2241 | 94.9 | 36 |

Terms and Definitions:

Seminole County Public Schools, Facilities Planning Dept.

Printed 9/26/2007

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 capacity pressures on the school system. These new developments combined with this proposal and any subsequent approvals may affect the provision of concurrent school facilities at the point of final subdivision approval, including the potential of not meeting statutory concurrency requirements.

Watkins, Austin

From: Marti Van Hoose [mvanhoose55@yahoo.com] **Sent:** Sun 8/19/2007 12:46 PM
To: Watkins, Austin
Cc:
Subject: Bella Woods Rezone
Attachments:

We live at 4651 Tiffany Woods Circle, Tiffany Woods Subdivision, and Dike Road runs right behind our house. Although we know that initially there will be a lot of construction sounds back there, we think it would be good to have residential there, rather than professional or commercial. So, as our opinion goes, build away!

Ronald and Martha Van Hoose
(407) 657-2233

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Bougainvillea Clinique Rezone and Small Scale Land Use Amendment

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Ian Sikonia

EXT: 7398

MOTION/RECOMMENDATION:

1. APPROVE an ordinance for a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to OFF (Office) and a rezone from R-1AA (Single Family Residential) to OP (Office) on 2.5± acres, located on the north east corner of the intersection of SR 426 and Bear Gully Road, approve the attached Approval Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings (Dr. Jeffrey Hartog, applicant); or
2. DENY the request for a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to OFF (Office) and a rezone from R-1AA (Single Family Residential) to OP (Office) on 2.5± acres, located on the north east corner of the intersection of SR 426 and Bear Gully Road, and authorize the Chairman to execute the Denial Development Order (Dr. Jeffrey Hartog, applicant); or
3. CONTINUE the public hearing until a time and date certain.

District 1 Bob Dallari

Ian Sikonia

BACKGROUND:

The applicant requests a Small Scale Land Use Amendment from LDR (Low Density Residential) to OFF (Office) and a rezone from R-1AA (Single Family Dwelling District) to OP (Office) on approximately 2.5± acres, located on the north east corner of the intersection of SR 426 and Bear Gully Road. This site was previously approved in 2002 for a one story 18,000 square foot medical facility, not to exceed 35 feet in height. The requested Future Land Use and zoning would allow for a 23,445 square foot medical/office building. There is an existing 9,320 square foot medical facility onsite which they propose to expand to the 23,445 square foot structure. The proposed FAR for the site is 0.19 which is under the maximum allowable of 0.35 for the Office Future Land Use.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on September 5, 2007 and voted 5 to 1 to recommend approval of the request for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and a rezone from R-1AA (Single Family Residential) to OP (Office) on approximately 2.5± acres, located on the north east section of the intersection of SR 426 and Bear Gully Road, and recommended approval of the attached Development Order, subject to the addition of a condition stating that the rear buffer shall contain a minimum of 8 canopy trees, a minimum of 4 inches in diameter, per 100 linear feet.

STAFF RECOMMENDATION:

Staff recommends the Board approve an ordinance for a Small Scale Future Land Use Amendment from LDR (Low Density Residential) to OFF (Office) and a rezone from R-1AA (Single Family Residential) to OP (Office) on 2.5± acres, located on the north east corner of the intersection of SR 426 and Bear Gully Road, and approve the attached Development Order, and authorize the Chairman to execute the aforementioned documents, based on staff findings.

ATTACHMENTS:

1. Staff Report
2. Location Map
3. Future Land Use & Zoning Map
4. Aerial Map
5. Site Plan
6. Development Order
7. Ordinance
8. Ordinance
9. Letter of Concern
10. Letter of Concern
11. Minutes
12. Denial Development Order

Additionally Reviewed By:

☒ County Attorney Review (Kathleen Furey-Tran)

| BOUGAINVILLEA CLINIQUE SMALL SCALE LAND USE AMENDMENT AND REZONE | | |
|-------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| APPLICANT | Dr. Jeffrey Hartog | |
| PROPERTY OWNER | BVC Properties, LLC | |
| REQUEST | Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and rezone from R-1AA (Single Family Residential) to OP (Office). | |
| PROPERTY SIZE | 2.5 ± acres | |
| HEARING DATE (S) | P&Z: September 5, 2007 | BCC: October 23, 2007 |
| PARCEL ID | 36-21-30-300-0100-0000, 36-21-30-300-010A-0000 | |
| LOCATION | Located on the north east section of the intersection of SR 426 and Bear Gully Road. | |
| FUTURE LAND USE | LDR (Low Density Residential) & OFF (Office) | |
| ZONING | R-1AA (Single-Family Residential) & OP (Office) | |
| FILE NUMBER | Z2007-17 | |
| COMMISSION DISTRICT | #1 – Dallari | |

Proposed Development:

The applicant is proposing to expand the existing medical office to encompass an adjacent 0.4 acre parcel.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

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).

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

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

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 Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. There are seven criteria which range from compatibility with the surrounding area to consistency with the State's Comprehensive Plan. The transitioning nature of the Aloma Avenue corridor, connection to public utilities and compatibility with surrounding properties demonstrates that the proposed Land Use Amendment is consistent with and meets all the criteria for the property to warrant a change in Land Use from LDR (Low Density Residential) to OFF (Office).

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant requests a Small Scale Land Use Amendment to change the subject property from a Low Density Residential (LDR) land use designation to Office (OFF) under the Vision 2020 Plan in order to develop the expanded medical office. The parcels as they exist today have a single family home and a medical facility on site. The zoning designation of OP (Office) allows for the requested expansion of the medical facility as a permitted use. The following table depicts the minimum regulations for the current zoning district of R-1AA (Single Family Residential) and the OP (Office):

| DISTRICT REGULATIONS | Existing Zoning (R-1AA) | Proposed Zoning (OP) |
|---------------------------------|------------------------------------|---------------------------------|
| Minimum Lot Size | 11,700 sq. ft. | 15,000 sq.ft. |
| Minimum House Size | 1300 sq. ft. | N/A |
| Minimum Width at Building Line | 90 ft. | N/A |
| Front Yard Setback | 25 feet | 25 feet |
| Side Yard Setback | 10 feet | 0 feet |
| (Street) Side Yard Setback | 25 feet | 25 feet |
| Rear Yard Setback | 30 feet | 10 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 | | R-1AA (existing) | OP (proposed) |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Permitted Uses | Single-family dwelling and their customary accessory uses, one (1) boat dock and one (1) boathouse per lot when accessory and incidental to the principal dwelling, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents, public and private elementary schools, home offices. | | Dental and medical clinics, dental and medical laboratories, General office buildings, insurance, real estate, architects, engineering, attorneys, and other professional business services, accounting, auditing and bookkeeping services, finance offices, telephone business offices and exchanges, post offices, public parks, public, private and parochial schools, playgrounds, fire stations, and administrative public buildings, churches and attendant educational buildings, day care facilities, kindergartens, public and private elementary schools, middle schools and high schools, adult living facilities and community residential homes (group homes and foster care facilities) housing more than six (6) permanent unrelated residents. |
| Special Exception Uses | Churches with their attendant educational, recreational buildings, and off-street parking, public and private middle schools and high schools, parks and recreational areas, publicly owned and operated, public utility and service structures, guest cottages, subdivision sewage treatment and water plants, boathouses with roofs exceeding ten (10) feet above the mean-highwater line, assisted living facilities and community residential homes housing 7-14 permanent unrelated residents (including group homes and foster care facilities) provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Florida Statutes (2001). In the event that the provisions of this section conflict with the provisions of Section 419.001(3)(c), Florida Statutes (2001), Section 419.001(3)(c) shall govern, communication towers, private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager. | | Single-family dwelling unit in connection with a permitted use provided said use is occupied only by the owner or operator of the business. When permitted, the residence shall be either above the office or attached to the rear; no detached residence shall be permitted and no residence shall occupy ground-floor frontage, accessory parking for passenger vehicles when intended for a permitted adjacent commercial use. A parking lot operated as a commercial enterprise shall not be permitted, public utility and service structures, banks, savings and loan and similar financial institutions, and drive-in teller facilities, when located on a roadway having a right-of-way width of not less than eighty (80) feet, private vocational, business, and professional schools which do not have an industrial character. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required, hospitals and nursing homes. Location on a roadway having a right-of-way width of not less than eighty (80) feet shall be required, nonresidential, nonprofit clubs, lodges and fraternal organizations when located on a roadway having a right-of-way width of not less than eighty (80) feet, funeral homes when located on a roadway having a right-of-way width of not less than eighty (80) feet, communication towers. |
| Minimum Lot Size | | 11,700 sq. ft. | 15,000 sq. ft. |

COMPATIBILITY WITH SURROUNDING PROPERTIES

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on the FIRM map with an effective date of 1995, there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

| Public Facility | Existing Zoning (A-1)* | Proposed Development (A-1) ¹ | Net Impact |
|-----------------|---------------------------|--------------------------------------------|------------|
| Water (GPD) | 1,282 | 2,345 | 1,063 |
| Sewer (GPD) | 1,232 | 2,345 | 1,113 |
| Traffic (ADT) | 234 | 590 | 356 |

* Impacts based on SFR and existing 9,320 square foot medical facility utilizing water and sewer service.

¹ Impacts based on a 23,445 square foot medical facility utilizing water and sewer service.

Utilities:

The site is located in the Southeast Seminole County utility service area, and is currently connected to public utilities. The subject property is in the ten year master plan for reclaimed water. A separate reclaimed water utility system is required. This

system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The property is adjacent to SR 426 which is classified as an arterial road. SR 426 is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

School Impacts:

The proposed development will not generate any school impacts.

Public Safety:

The nearest response unit to the subject property is Station # 23, which is located at 4810 Howell Branch Rd. Based on a response time of 2 minutes per mile, the estimated response time to the subject property is less than 5 minutes. The County level-of-service standard for response time is 5 minutes per Policy PUB 2.1 of the Comprehensive Plan.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin, and does not have limited downstream capacity. The site will have to be designed to meet the pre-development rate of discharge.

Parks, Recreation and Open Space:

The applicant is required to provide at a minimum 25% of the site in open space, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

The subject site is adjacent to properties with a residential Future Land Use Designation, therefore all development is required meet the active/passive buffering requirements of Section 30.1232 of the Land Development Code.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

This site is not located within any special districts.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

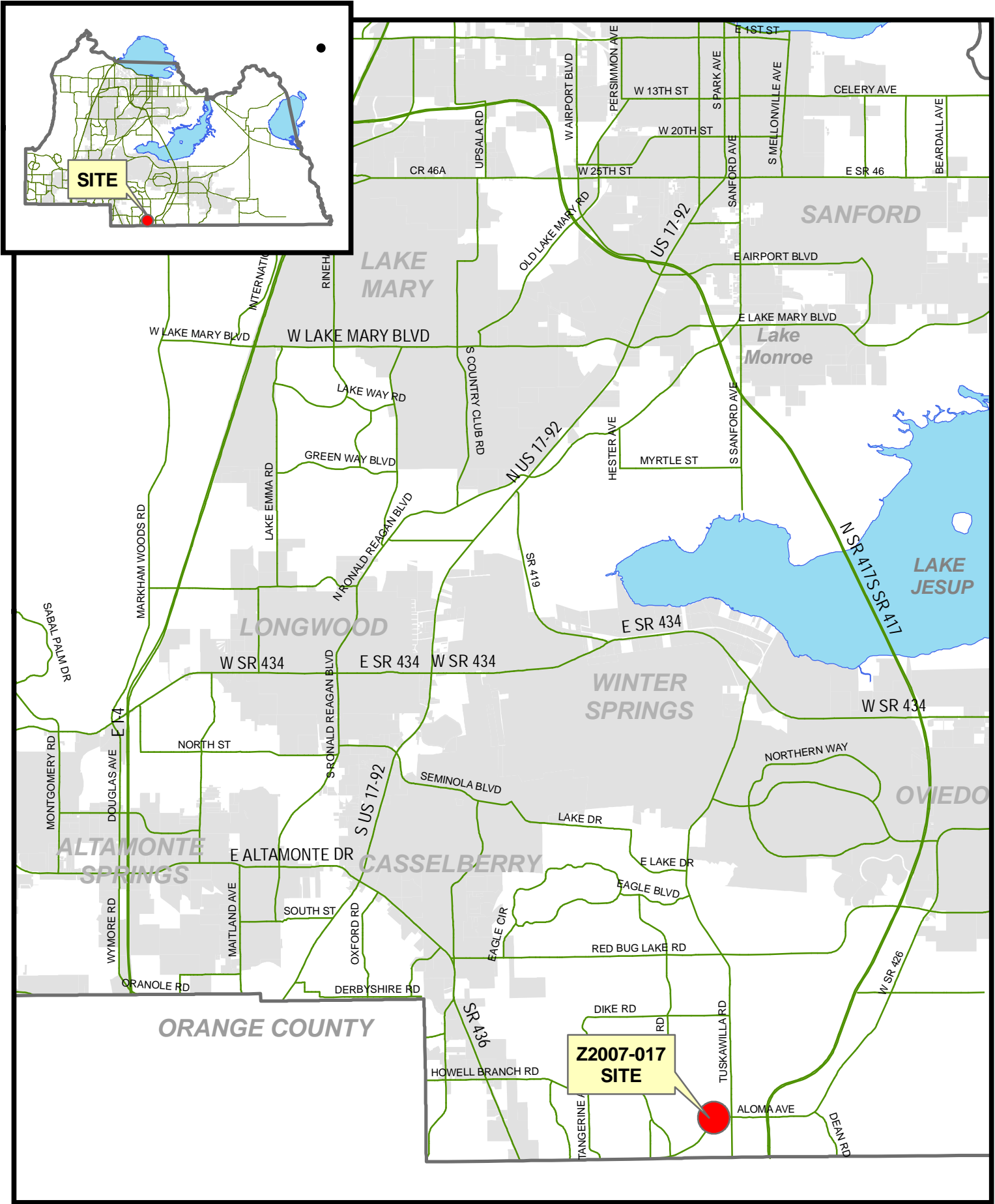
| | |
|-----------------|--------------------------------|
| Policy FLU 2.5: | Transitional Land Uses |
| Policy POT 4.5: | Potable Water Connection |
| Policy SAN 4.4: | Sanitary Sewer Connection |
| Policy PUB 2.1: | Public Safety Level-of-Service |

INTERGOVERNMENTAL NOTIFICATION:

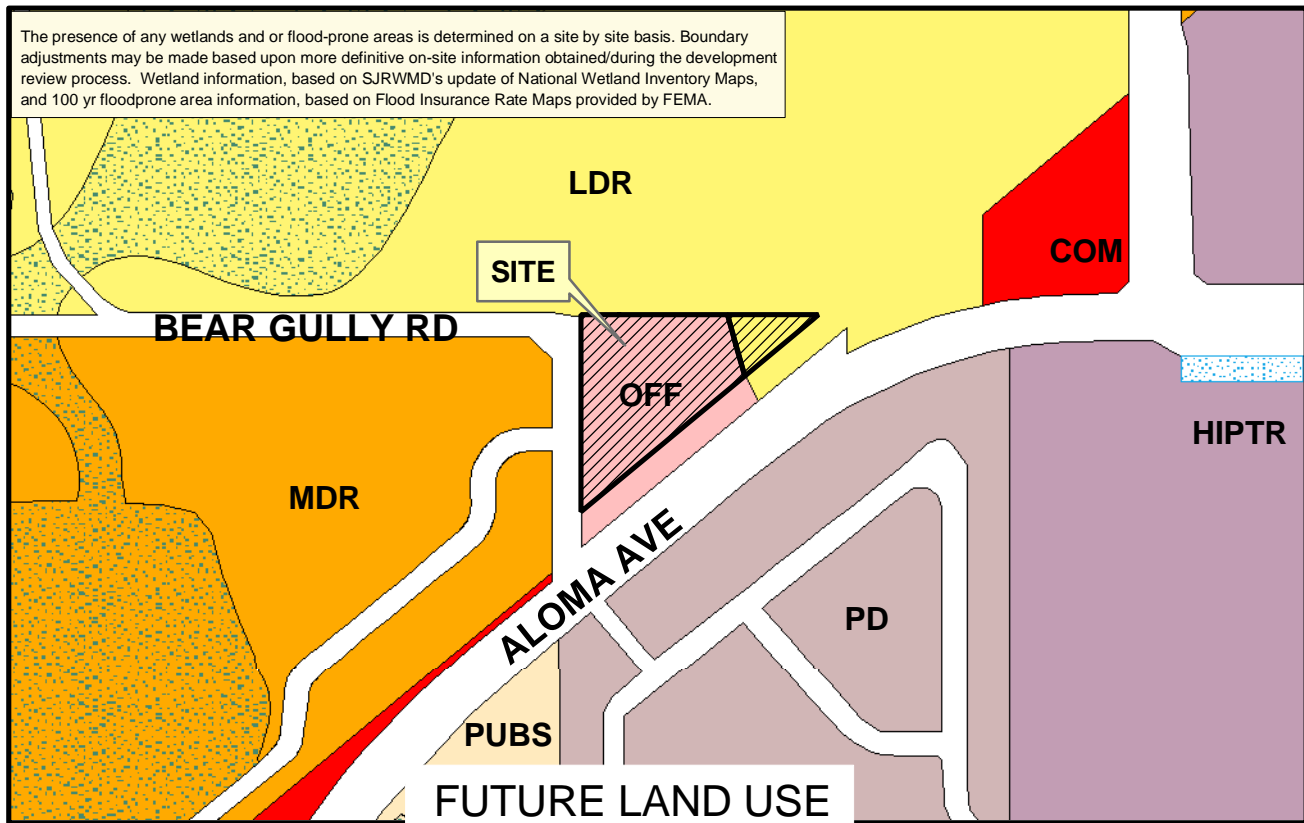
Intergovernmental notices were not sent; the subject property is not within or directly adjacent to any local municipality and will not impact schools.

LETTERS OF SUPPORT OR OPPOSITION:

Staff has received two letters of concern which are attached to this agenda item regarding the buffering standards proposed on the northern property line.



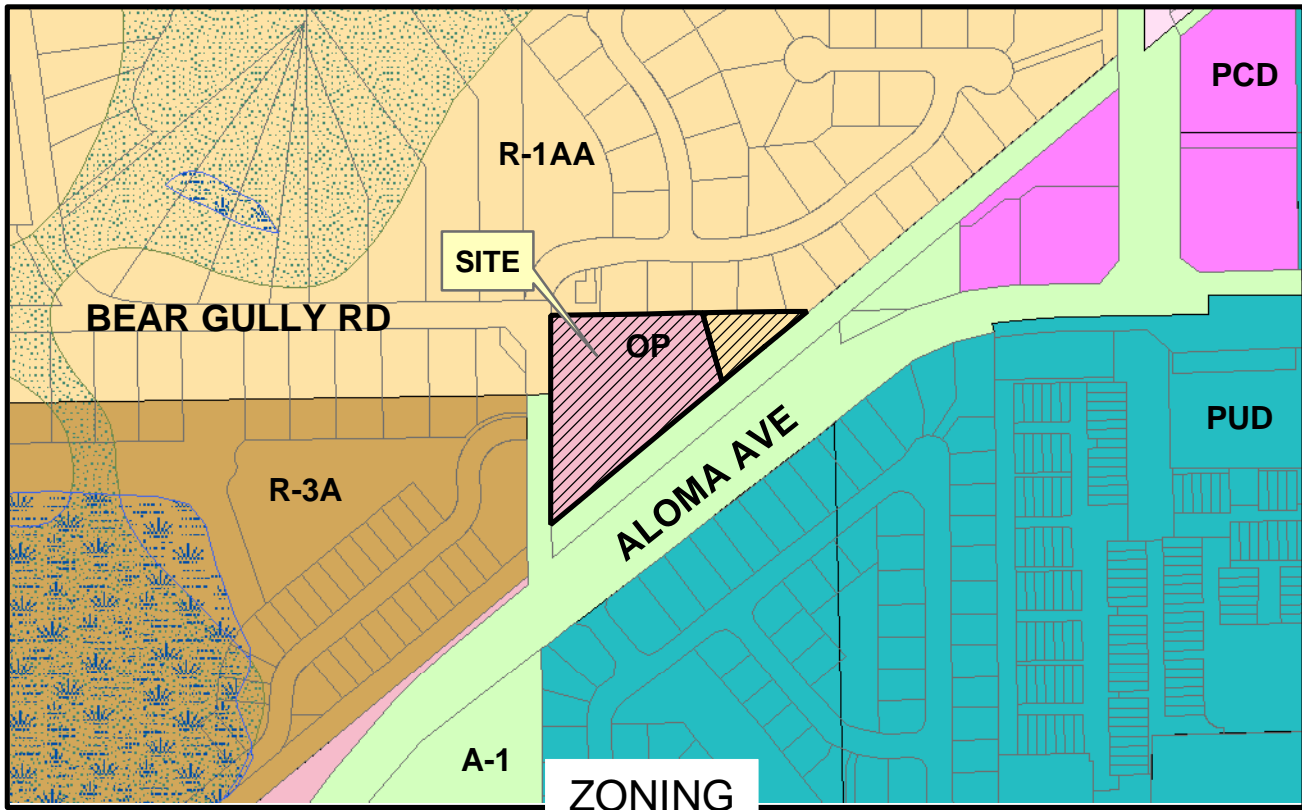
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Site
 Municipality
 LDR
 MDR
 OFF
 COM
 CONS
 PD
 HIPTR

Applicant: Bougainvillea Clinique
 Physical STR: 36-21-30-300-0100 & 010A-0000
 Gross Acres: 2.53 +/- BCC District: 1
 Existing Use: Vacant
 Special Notes: None

| | Amend/ Rezone# | From | To |
|--------|-------------------|----------|-----|
| FLU | 05-07SS.01 | LDR/OFF | OFF |
| Zoning | Z2007-017 | R-1AA/OP | OP |



A-1
 R-1AA
 R-3A
 OP
 PCD
 PUD
 FP-1
 W-1



filename: L:\pl\projects\p&z\GIS\staff_report_pkgs2007\amendments\z2007-017.mxd 04/08/07

Note: The Future Land Use map reflects the realigned parcel base, whereas the Zoning Map still utilizes the non shifted parcels. On occasion, this will result in discrepancies between the two maps.



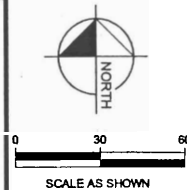
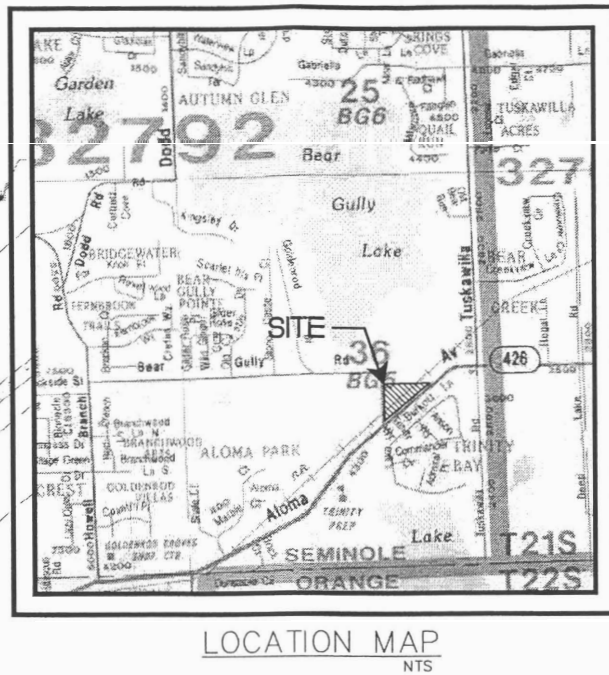
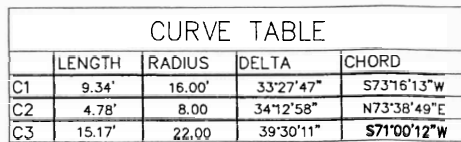
Rezone No: Z2007-017
From: R-1AA/OP To: OP

FLU No: 05-07SS.01
From: LDR/OFF To: OFF

 Parcel
 Subject Property



Winter 2006 Color Aerials



| | |
|-------------------------------------------|-------------------------------------------------------------------------------|
| PROPOSED USE | 36-21-30-300-010-0000 (LARGE PARCEL) 36-21-30-300-010A-0000 (SMALL PARCEL) |
| TAX ID: | |
| TOTAL SITE AREA | 125,158 SF-2.87 AC |
| EXISTING BUILDING AREA | 9,320 SF |
| EXISTING BUILDING AREA TO BE DEMOLISHED | 2,164 SF |
| EXISTING BUILDING AREA TO BE INCORPORATED | 7,156 SF |
| PROPOSED NEW BUILDING AREA | 16,289 SF |
| TOTAL BUILDING AREA | 23,445 SF |
| BUILDING HEIGHT | 14' |
| INTENDED USE | MEDICAL OFFICE |
| TOTAL ALLOWABLE IMPERVIOUS AREA | 70%-87,611 SF |
| TOTAL IMPERVIOUS AREA PROPOSED | 55%-68,825 SF |
| OPEN SPACE REQUIRED | 30%-37,547 SF |
| OPEN SPACE PROVIDED | 45%-56,333 SF |
| EXISTING ZONING: | OP-OFFICE/PROFESSIONAL |
| PROPOSED ZONING: | OP-OFFICE/PROFESSIONAL |
| FLOOD ZONE | ZONE X |
| MAX. BUILDING HEIGHT | 35 FT |
| FLOOR AREA RATIO (F.A.R.) MAXIMUM | 0.35 |
| FLOOR AREA RATIO (F.A.R.) PROVIDED | 0.19 |

| | |
|-------------------------------------|--------|
| FRONT YARD (BEAR GULLY ROAD) | 25 FT. |
| SIDE YARD (ALOMA AVENUE - S.R. 426) | 25 FT. |
| SIDE YARD (NORTH) | 25 FT. |
| REAR YARD (EAST) | 0 FT. |

| | |
|------------------------------------------------|-----------|
| PARKING SPACES REQUIRED: (23,445 SF/250 SF) | 94 |
| REGULAR PARKING SPACES PROPOSED: | 59 |
| HANDICAP PARKING SPACES PROPOSED: | 4 |
| REGULAR PARKING SPACES EXISTING: | 31 |
| <u>TOTAL PARKING SPACES PROVIDED:</u> | <u>94</u> |

CIVIL ENGINEER:
KIMLEY-HORN & ASSOCIATES, INC.
CONTACT: CHAD S. LINN, P.E.
3660 MAGUIRE BLVD. SUITE 200
ORLANDO, FLORIDA 32803
PHONE: (407) 898-1511
FAX: (407) 894-4791

TELEPHONE:
BELLSOUTH TELEPHONE
ENGINEERING DEPARTMENT
CONTACT: LAMAR DAVIS
600 N. ORANGE AVENUE, RM 1
ORLANDO, FLORIDA 32801

SEWER AND WATER:
SEMINOLE COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT
CONTACT: RUTH LEWIS
500 W. LAKE MARY BLVD.
SANFORD, FL 32773-7400
PHONE: (407) 665-2132
FAX: (407) 665-2029

SITE PLAN

 **Kimley-Horn
and Associates, Inc.**
© 2006 KIMLEY-HORN AND ASSOCIATES, INC.
3660 MAGUIRE BLVD., SUITE 200, ORLANDO FL, 32803
(407) 858-1511
FBPF No. 696

SCALE 1"=30'

DESIGNED BY CSL

DESIGN ENGINEER:
CHAD S. LINN, P.E.

BOUGAINVILLEA
CLINIQUE

E INOLE COUNTY FLO IDA

| No. | REVISIONS | DATE | BY |
|-----|------------------|---------|-----|
| A | PER DRC COMMENTS | 7-05-07 | KBK |
| A | PER DRC COMMENTS | 3-27-07 | KBK |

DATE
03/07

PROJECT NO.
049192001

SHEET NUMBER
M2
2 of 3

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On October 23, 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: BVC Properties, LLC
Dr. Jeffrey Hartog
4355 Bear Gully Rd.
Winter Park, FL 32792

Project Name: Bougainvillea Clinique Rezone and Land Use Amendment

Requested Development Approval:

Small Scale Future Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and rezone from R-1AA (Single Family Residential) to OP (Office)

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 Site Plan attached as Exhibit B.
 - b. The permitted and special exception uses shall be in accordance with the OP zoning district.
 - c. The maximum allowable building square footage shall be no more than 23,445 square feet up to a maximum FAR of 0.19 on site.
 - d. Maximum allowable building height shall be one story up to 35 feet.
 - e. There shall be one allowable access onto Bear Gully Road as shown on the site plan.
 - f. All landscape buffers will be provided per Seminole County Land Development Code requirements.
- (4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Carlton D. Henley
Chairman, Board of County Commissioners

OWNER'S CONSENT AND COVENANT

COMES NOW, the owner, BVC Properties, LLC, on behalf of itself and its heirs, successors, assigns or transferees of any nature whatsoever and consents to, agrees with and covenants to perform and fully abide by the provisions, terms, conditions and commitments set forth in this Development Order.

Witness

Dr. Jeffrey Hartog, Authorized Agent

Witness

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 Dr. Jeffrey Hartog who is personally known to me or who has produced _____ as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2007.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

EXHIBIT A

Legal Description

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 21 South, Range 30 East, Seminole County, Florida, lying North of the Seaboard Coastline Railroad right of way, less the West 60 feet.

AN ORDINANCE FURTHER AMENDING ORDINANCE NUMBER 91-13, AS PREVIOUSLY AMENDED, KNOWN AS THE SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP OF THE SEMINOLE COUNTY COMPREHENSIVE PLAN BY VIRTUE OF SMALL SCALE DEVELOPMENT AMENDMENT (LEGAL DESCRIPTION IS SET FORTH AS AN APPENDIX TO THIS ORDINANCE); CHANGING THE FUTURE LAND USE DESIGNATION ASSIGNED TO CERTAIN PROPERTY FROM LOW DENSITY RESIDENTIAL TO OFFICE; 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 September 5, 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 October 23, 2007, with all required public notice for the purpose of hearing and considering the recommendations and comments of the general public, the Local Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board of County Commissioners hereby finds that the Plan, as amended by this Ordinance, is internally consistent, is consistent and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, the State Comprehensive Plan, and the Comprehensive Regional Policy Plan of the East Central Florida Regional Planning Council.

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

Section 1. RECITALS/LEGISLATIVE FINDINGS:

- (a) The above recitals are true and correct and form and include legislative findings which are a material part of this Ordinance.
- (b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. AMENDMENT TO COUNTY COMPREHENSIVE PLAN FUTURE

LAND USE DESIGNATION:

(a) The Future Land Use Element's Future Land Use Map as set forth in Ordinance Number 91-13, as previously amended, is hereby further amended by amending the future land use designation assigned to the following property and which is depicted on the Future Land Use Map and further described in the attached Appendix "A" to this Ordinance:

(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 23rd day of October, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

By: _____
Carlton Henley, Chairman

APPENDIX A

Legal Description

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 21 South, Range 30 East, Seminole County, Florida, lying North of the Seaboard Coastline Railroad right of way, less the West 60 feet.

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 R-1AA (SINGLE FAMILY DWELLING DISTRICT) ZONING CLASSIFICATION THE OP (OFFICE) 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 “Bougainvillea Clinique Rezone and Land Use Amendment”, dated October 23, 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 R-1AA (Single Family Dwelling District) to OP (Office):

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 #07-22000004 in the Official Land Records of Seminole County.

ENACTED this 23rd day of OctoberJuly 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley
Chairman

EXHIBIT A

Legal Description

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 21 South, Range 30 East, Seminole County, Florida, lying North of the Seaboard Coastline Railroad right or way, less the West 60 feet.

Sikonia, Ian

From: dstroub@netscape.com
Sent: Tuesday, September 04, 2007 8:19 AM
To: Sikonia, Ian
Subject: Re: Bougainvillea Clinique Rezone and Land Use Amendment

September 4, 2007

Mr. Ian Sikonia
Senior Planner

Re: Bougainvillea Clinique Rezone and Land Use Amendment

Dear Mr. Sikonia

As a homeowner located adjacent to the proposed changes we would like to offer the following recommendations as a way to improve the balance between the commercial enterprise and residential community of Cypress Reserve.

The Master Plan for Bougainvillea indicates that the brick wall north of building is eight (8) feet. The actual measurement of the brick wall in many areas is less than six (6). We would like Bougainvillea to conform to the buffer components in Land Development Code by raising the brick wall to at least six (6) feet or higher.

Due to the close proximity of the commercial building to residential homes (set back of only 25 feet), we would like to recommend the following changes: a. the windows in the building facing north be positioned as to prevent visible intrusion into our homes. b. the exterior lighting facing north should be designed to limit illumination from blanketing the residential area and c. perimeter screening around the roof top air conditioning systems.

We would like to request that the landscaping buffer along the north wall consist of **evergreen** trees, such as, oaks and ligustrums 8 to 10 feet tall strategically positioned in sufficient numbers as a way to enhance the landscape buffer zone. The camphor tree near the east storm water pond-2 is a great asset to the property and should be retained.

All of the above items we believe will ensure our security, noise abatement and privacy issues as well as our property values.

Finally, the Master Plan shows a split-faced retaining wall located at the southeast side of property near Aloma Ave of four (4) feet in height. We are requesting that the retaining wall be raised to six (6) feet as a way to properly screen out parked vehicles such as SUV's and trucks. The proposed four (4) feet height wall is inadequate to screen out most vehicles.

We appreciate your support and consideration.

Sincerely,

9/11/2007

Don & Debbie Stroub
5313 Cypress Reserve Place

Netscape. Just the Net You Need.

5309 Cypress Reserve Place
Winter Park, Florida 32792
September 5, 2007

Mr. Ian Sikonia
Planning and Development
1101 East First Street
Sanford, FL 32771

Dear Mr. Sikonia:

As homeowners whose home is directly behind the existing Bougainvillea Clinique, located at the corner of Bear Gully Road and Aloma Avenue, we express the following concerns with regards to File #Z2007-17, the proposed zoning change and expansion of the Clinique.

- First, we are concerned that the proposed expansion of the Clinique will adversely impact the property value of our home, having such a large facility so close to us.
- Second, the encroachment of the proposed facility into the current buffer space of 50 feet or so between the property line and the existing building, will take away much of the privacy we have enjoyed since we purchased the home in 2003. The structure will be within 25 feet of our property line and become the only thing we will see from our backyard.

During the past four years, the Clinique has been a good neighbor, and in an effort to continue that relationship, we urgently request that the following be required of the Clinique and included as conditions of their variance, should the Commission choose to approve it:

- A better visual buffer than required by Land Development Codes including the following:
 - #1. Land Development Code Chapter 30.1232, Passive Buffers, requires a "perimeter brick or masonry wall six feet in height" located as a buffer. We now have a brick wall only measuring five to five and a half feet as a buffer. We ask that the existing wall be increased in height by 2 feet using the same style brick.
 - #2. Land Development Code Chapter 30.1232, Passive Buffers, requires certain landscaping of four canopy trees with a minimum of two and one half inch diameter for every 100 linear feet. We ask that the diameter of the trees be increased to a minimum of four inches, and the number of trees be increased to six per 100 feet, evenly spaced. The trees should be of such a variety as to not lose their leaves in the fall and winter months. If any die during the first four years, the Clinique will replace them with a size and variety of tree as originally planted.
 - #3. We also ask that any existing trees which currently provide very limited privacy to our home be preserved as well.

- Stipulations that provide that any windows installed on the side of the building that faces our property be of such height that occupants of the Bougainvillea Clinique cannot see out of such windows into our backyard.

Thank you for your consideration.

Sincerely,



Christine Cregar Lemieux

Dr. Peter Lemieux
Mrs. Christine Cregar Lemieux

c: Mr. Bob Dallari, Mr. Michael McLean, Mr. Dick Van Der Weide, Mr. Carlton D. Henley, Ms. Brenda Carey, Mr. Matt Brown, Mr. Ben Tucker, Ms. Melanie Chase, Mr. Dudley Bates, Ms. Kimberly Day, Mr. Walt Eismann

**MINUTES FOR THE
REGULAR MEETING OF THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION**

**WEDNESDAY, SEPTEMBER 5, 2007
7:00 P.M.**

Members present: Matthew Brown, Walt Eismann, Dudley Bates, Kim Day, Melanie Chase, and Rob Wolf.

Members absent: Ben Tucker

Also present: Tina Williamson, Acting Planning Manager; Herman Wright, Principal Planner; Austin Watkins, Senior Planner; Ian Sikonia, Senior Planner; Tom Helle, Acting Building Official; Kathy Furey-Tran, Assistant County Attorney; Tony Nelson, Senior Engineer; and Candace Lindlaw-Hudson, Clerk to the Commission.

B. Bougainvillea Clinique; Dr. Jeffrey Hartog, applicant; 2.53± acres; Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) (05-07SS.01) and Rezone from R-1AA (Single Family Dwelling District) to OP (Office Professional); located on SR 426 and Bear Gully Rd. (Z2007-17)

Commissioner Dallari – District 1
Ian Sikonia, Senior Planner

Ian Sikonia introduced the application and staff findings on the application by Dr. Jeffrey Hartog for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) (05-07SS.01) and Rezone from R-1AA (Single Family Dwelling District) to OP (Office Professional). The applicant is requesting to expand an existing operation to encompass an adjacent 0.4-acre parcel. This site was previously approved in 2002 for a one-story 18,000 square foot medical facility not to exceed 35 feet in height. The requested zoning and Land Use would potentially allow for a 23,445 square foot medical/office building.

The subject site is adjacent to properties with a residential Future Land Use Designation, therefore all development is required meet the active/passive buffering requirements of Section 30.1232 of the Land Development Code. Due to the residential subdivision in the rear of the property, the applicant is required to have a 15-foot landscape buffer and a 25-foot building setback.

Staff has also received two letters in opposition to the development regarding compatibility issues with the residents to the rear of the subject property. The residents would like to see evergreen trees in the rear, raise the brick wall to 6 feet or

higher, increase the diameter of the proposed canopy trees, leave the existing trees, and to raise the retaining wall on the southeast side of the property from 4 feet to 6 feet.

Staff recommends approval of the request for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and a rezone from R-1AA (Single Family Residential) to OP (Office) on approximately 2.5± acres, located on the north east section of the intersection of SR 426 and Bear Gully Road.

Chad Linn from Kimley-Horn was present on behalf of the applicant to answer questions.

No one spoke in favor of the application from the audience.

Christine Cregar Lemieux lives behind the clinique and is concerned about the expansion. She said the proposed structure will adversely impact the value of her property. Ms. Lemieux said that at present there is 50 feet between her property line and the existing building. She would like the following conditions attached to the development: a better visual buffer than the minimum provided by the Land Development Code. The wall height should be increased by 2 feet; the trees on the perimeter should be increased to 6 trees per 100 linear feet, having a 4 inch diameter. Ms. Lemieux asked that the trees be a variety that keeps their leaves all year, and that if any of the trees die within the first 4 years, the applicant will replace them. The existing trees provide privacy now. These should be kept. Also, the windows in the building should be such that they do not have a view of the Lemieux backyard.

Chad Linn stated that the existing wall is 6 feet tall. It is not on Dr. Hartog's property, but on the adjacent neighbor's property. The windows will be such that they do not have a view of the neighbor's property. The building should provide a better sound buffer for the traffic noise of Aloma Avenue. The newly acquired property will be used primarily as a retention pond, with no parking there.

Commissioner Brown said that 6 trees per 100 feet would cause the trees to grow into each other, making them not as healthy.

Commissioner Eismann asked about the current standard.

Tina Williamson said that the current code standard is 4 trees per 100 linear feet, with the active buffer standard being 8 trees per 100 linear feet. It is up to the landscaper as to how the trees are placed. If the trees die, the owner will replace them.

Commissioner Brown said that it is difficult to enforce the upkeep of the trees without someone notifying the County.

Tina Williamson said that the code requires that the trees be maintained. Follow-up is complaint based. The buffer behind the building is called a passive buffer.

Commissioner Wolf made a motion to recommend approval of the request for the request for a Small Scale Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and a rezone from R-1AA (Single Family Residential) to OP (Office) on approximately 2.5± acres, located on the north east section of the intersection of SR 426 and Bear Gully Road, and recommend approval of the attached Development Order per staff findings with the addition of 8 4-inch trees per 100 linear feet in the buffer.

Commissioner Eismann seconded the motion.

The motion passed 5 – 1. Commissioner Chase voted “no.”

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On October 23, 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: BVC Properties, LLC
Dr. Jeffrey Hartog
4355 Bear Gully Rd.
Winter Park, FL 32792

Project Name: Bougainvillea Clinique Rezone and Land Use Amendment

Requested Development Approval:

Small Scale Future Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and rezone from R-1AA (Single Family Residential) to OP (Office)

The Board of County Commissioners has determined that the request for a Small Scale Future Land Use Amendment from Low Density Residential (LDR) to Office (OFF) and rezone from R-1AA (Single Family Dwelling District) to OP (Office) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Bougainvillea Clinique Rezone and Land Use Amendment from Low Density Residential (LDR) to Office (OFF); and rezone from R-1AA (Single Family Dwelling District) to OP (Office)" and all evidence submitted at the public hearing on October 23, 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

Z2007-17

Development Order # 07 22000004

EXHIBIT A

Legal Description

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 21 South, Range 30 East, Seminole County, Florida, lying North of the Seaboard Coastline Railroad right of way, less the West 60 feet.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Proposed Revisions to School Impact Fees**DEPARTMENT:** Planning and Development**DIVISION:** Administration - Planning and Development**AUTHORIZED BY:** Dori DeBord**CONTACT:** Sheryl Stolzenberg**EXT:** 7383**MOTION/RECOMMENDATION:**

1. Enact an Ordinance amending the Land Development Code of Seminole County to revise School Impact Fees consistent with the Comprehensive Plan; or
2. Deny the Ordinance; or
3. Continue the item to a time and date certain.

County-wide

Dori DeBord

BACKGROUND:

A review of the Seminole County Public Schools impact fee was concluded in May 2006 and an update of the review was done in June 2007. The study and update recommended changes to the school impact fee structure, including an increase in impact fees.

The results of the study were reviewed at a Joint Work Session of the School Board and the Board of County Commissioners on January 23, 2007. The School Board also presented the results of the original study and the update to the Board of County Commissioners on May 22, 2007. At that meeting, the Board of County Commissioners authorized staff to schedule and advertise a public hearing for the Planning and Zoning Commission/LPA regarding the proposed school impact fee ordinance. The Planning and Zoning Commission/LPA meeting occurred on July 11, 2007.

Subsequent to the meeting of the Planning and Zoning Commission/LPA, the Board of County Commissioners voted at the meeting of August 14, 2007 to authorize staff to advertise a public hearing for the proposed school impact fee ordinance before the Board to be held on October 23, 2007. The Board of County Commissioners requested information on past projects funded by impact fees, future projects proposed to be funded by impact fees and an updated School Impact Fee Analysis. This information has been provided by the School Board and accompanies this agenda memo. In addition, a letter has been received from the Home Builders Association expressing their concerns regarding impact fees in general, and their opposition to the increase in School Impact Fees. The letter also accompanies this agenda memo.

The Planning and Zoning Commission/LPA Recommendation

The Planning and Zoning Commission/LPA met on July 11, 2007 and voted 7 to 0 to find the proposed amendments to the School Impact Fee Ordinance consistent with the Comprehensive Plan.

The Planning and Zoning Commission/LPA met on July 11, 2007 and voted 4 to 3 to recommend approval of the attached Impact Fee Ordinance, which was provided to them by the School Board.

STAFF RECOMMENDATION:

Staff is seeking direction from the Board of County Commissioners regarding the adoption of an Ordinance amending the Land Development Code of Seminole County to revise School Impact Fees consistent with the Comprehensive Plan.

ATTACHMENTS:

1. Property Impact Statement
2. Revised Economic Impact Statement
3. Five Year History School Impact Fee Expenditures
4. Potential Impact Fee Financed Projects
5. School Impact Fee Ordinance
6. Documentation Supporting Decreased Impact Fees
7. Letter from Home Builders Association

| |
|--------------------------------------------------------------------------------|
| Additionally Reviewed By: |
| <input checked="" type="checkbox"/> County Attorney Review (Kimberly Romano) |

**Seminole County
PRIVATE PROPERTY RIGHTS ANALYSIS
Amendments to the Land Development Code Regarding
School Impact Fees**

| | | | |
|-----------------|-----------------------------------------------------------------------|-----------------------------|------------------------------------------------|
| Date: | 7/11/07 | Department/Division: | Planning and Development/ Planning Division |
| Contact: | Tina Williamson | Phone: | 407-665-7375 |
| Action: | Amendment of the Land Development Code increasing school impact fees. | | |

Describe Project/Proposal

The Seminole County School Board is requesting to increase the School Impact Fees.

Estimated Economic Impact on Individuals, Businesses, or Government

The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities.

Anticipated New, Increased or Decreased Revenues

These amendments are intended to increase revenue available to the School Board for the purpose of constructing school facilities to address new growth.

Method Used in Determining Analysis

The analysis used to determine potential impacts of the proposed amendment is based on existing methodologies already adopted in the Land Development Code and professional expertise.

Citation

Seminole County Comprehensive Plan (Vision 2020 Plan).

Seminole County

ECONOMIC IMPACT STATEMENT

| | | | |
|-----------------|------------------------------------------------------------------------------------------|-------------------|-------------------------------------------------|
| Date: | 7/11/07, rev. 8/6/07 | Dept/Div: | Planning and Development – Planning Division |
| Contact: | Tina Williamson | Phone Ext: | 407-665-7375 |
| Action: | Ordinance amending the Land Development Code | | |
| Topic: | Amendment to the Land Development Code of Seminole County relating to school impact fees | | |

Describe Project/Proposal

Ordinance amending the Land Development Code for the purpose of increasing school impact fees.

This Ordinance may have an economic impact on individuals, businesses or government, based on the following provisions of the proposed amendments to the Land Development Code:

The proposed ordinance would increase school impact fees for construction that has impacts on the educational system.

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

This ordinance will increase the Administration Fee for administering through the County. There is a 3% administration fee on all impact fees collected for the School District which will flow into the General Fund to offset staff costs.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

The economic impact on individuals and/or businesses would be an increase in development costs to property owners and other private entities.

Identify and Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

The proposed impact fee ordinance would increase new development's pro rata share of infrastructure costs, which may result in additional revenues available to the School Board for the purpose of constructing school facilities to address new growth.

Citation

Seminole County Home Rule Charter.

SCHOOL IMPACT FEE EXPENDITURES

5 YEAR HISTORY

| Project Name | Year | Impact Fee Expenses | Total Project Expenses (2002-date) | % of Project Funded w/ Impact Fees |
|-----------------------------|------|---------------------|------------------------------------|------------------------------------|
| Crooms AOIT | 2002 | \$5,665,884 | \$13,937,895 | 40.7% |
| Carillon ELC* | 2002 | \$2,560,310 | \$2,726,191 | 93.9% |
| Lawton ELC* | 2003 | \$716,104 | \$782,572 | 91.5% |
| Layer ES | 2004 | \$2,155,833 | \$10,478,073 | 20.6% |
| Red Bug ES ILC* | 2004 | \$205,036 | \$3,722,258 | 5.5% |
| English Estates ELC* | 2005 | \$2,985,789 | \$2,985,789 | 100.0% |
| Wilson ES ELC* | 2005 | \$228,538 | \$3,419,005 | 6.7% |
| Bentley ES ELC* | 2005 | \$196,362 | \$3,269,451 | 6.0% |
| Hagerty HS | 2005 | \$2,853,075 | \$37,034,144 | 7.7% |
| Consolidated Services Sewer | 2005 | \$424,891 | \$800,043 | 53.1% |
| Seminole HS Additions | 2006 | \$3,785,881 | \$43,585,445 | 8.7% |
| Markham Woods MS | 2006 | \$2,186,248 | \$27,488,778 | 8.0% |
| Lk Orienta ES ILC* | 2007 | \$1,000,000 | \$1,660,473 | 60.2% |
| | | \$24,963,952 | \$151,890,116 | 16.4% |

Notes:

1. Total project costs include expenses for planning, design, surveys & investigations, administration, construction, on & off site development, furniture and equipment.
2. Projects in progress reflect expenses to date.

*ELC - Elementary Learning Centers Service Grades K-2

*ILC - Intermediate Learning Centers Service Grades 3-5

Seminole County Public Schools

POTENTIAL IMPACT FEE FINANCED PROJECTS 2007-2017

Seminole County Public Schools

| Project | Budget | New Student Stations |
|------------------------------|--------------|----------------------|
| Lake Orienta ES ILC Addition | \$7,200,000 | 440 |
| New Elementary School (3 Ea) | \$48,000,000 | 2,610 |
| Wekiva ES ELC Addition | \$4,500,000 | 252 |
| Pine Crest ES ELC Addition | \$4,500,000 | 252 |
| New Middle School (2 Ea) | \$70,000,000 | 3,030 |
| New High School (1 Ea) | \$95,000,000 | 2,900 |
| Stenstrom ES ELC Addition | \$4,500,000 | 252 |
| Land Acquisition | \$16,000,000 | - |

*Only costs associated with new student station, excludes remodeling.

**Budget amounts include planning, design, construction, furniture/equipment and Project Management

O R D I N A N C E

AN ORDINANCE AMENDING THE SEMINOLE COUNTY LAND DEVELOPMENT CODE DEALING WITH SEMINOLE COUNTY EDUCATIONAL SYSTEM IMPACT FEES; INCREASING IMPACT FEES; AMENDING SECTION 105.4 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE; AMENDING SECTION 105.21 OF THE SEMINOLE COUNTY LAND DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seminole County Public School District prepared and submitted the School Impact Fee Analysis for Seminole County Florida, dated March 16, 2006 ("the Study"); and

WHEREAS, the projected capital improvements and additions to the educational system and the allocation of projected costs between those necessary to serve existing development and those required to accommodate the educational needs of future educational system impact construction are presented in the Study; and

WHEREAS, an economic impact statement has been prepared and is available for public review in accordance with the provisions of the Seminole County Home Rule Charter; and

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

Section 1. Amendment to Section 105.4 of the Seminole County Land Development Code. Section 105.4 of the LDC is amended to read as follows:

Sec. 105.4 Incorporation of impact fee studies.

The board hereby incorporates by reference the study entitled "Impact Fees for Educational Facilities in Seminole County, Florida," dated April 10, 1992, and the study entitled "School Impact Fee Analysis for Seminole County Florida," dated March 16, 2006, particularly the assumptions, conclusions and findings as to the determination of anticipated costs of the additions to the county educational system required to accommodate growth.

Section 2. Amendment to Section 105.21 of the Seminole County Land Development Code. Section 105.21 of the LDC is amended to read as follows:

Sec. 105.21. Imposition.

(a) All educational system impact construction occurring within the County, both within the unincorporated areas and within the boundaries of all municipalities, shall pay the educational system impact fee as established in this Chapter.

(b) The board hereby adopts the following educational system impact fee, which shall be imposed upon all educational system impact construction occurring within the County:

Single Family Detached House ~~\$5,342.00~~ 5,068.00 per Dwelling Unit

Town Home Units: ~~\$2,564.00~~ 2,452.00 per Dwelling Unit

Multi- Family Units: \$2,340.00 2,172.00 per Dwelling Unit

Mobile Home Units: \$2,005.00 1,924.00 per Dwelling Unit

~~To account in part for the effects of inflation on the costs of school construction, impact fees shall increase by a percentage each year determined by the lower of the Engineering News and Record Construction Cost Index or 3% of the then current impact fee.~~

| | |
|------------------------------|---------------------------|
| Single Family Detached House | \$1,384 per Dwelling Unit |
| Multi Family Dwelling Unit | \$ 639 per Dwelling Unit |
| Mobile Home | \$ 955 per Dwelling Unit |

Section 3. Severability. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by the Court to be unconstitutional, inoperative, or void, such section, paragraph, sentence, clause, phrase or word may be severed from this ordinance and the balance of this Ordinance shall not be affected thereby.

Section 4. Codification. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Land Development Code and that the word "Ordinance" may be changed to "section," "article," or other appropriate word and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that Sections 3, 4, and 5 shall not be codified.

Section 5. Effective Date. This Ordinance shall take effect on February 1, 2008.

Enacted this _____ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Carlton D. Henley, CHAIRMAN

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**SEMINOLE COUNTY
PUBLIC SCHOOLS**

WILLIAM VOGEL, Ed.D.
Superintendent

Educational Support Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773-7127

Facilities Planning
Department
Phone: 407/320-0072
Fax: 407/320-0292

GEORGE KOSMAC
*Deputy Superintendent
Of Operations*

George Kosmac
407-320-0330

RECEIVED

OCT 12 2007

SEMINOLE COUNTY
COUNTY MANAGER

October 10, 2007

Cindy Coto, County Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771

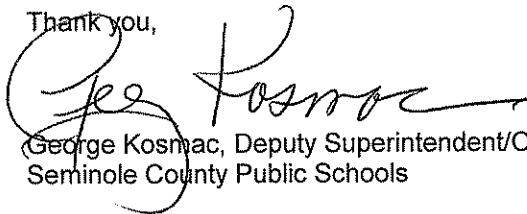
Dear Ms. Coto,

Please find attached the signed original amended resolution, which recommends a moderate decrease as compared to the second revised amendment to the formerly submitted school impact fees. After additional analysis, new figures for the estimated 2 mil property tax credits based on current property tax projections were calculated and incorporated in the analysis. The latest sales tax projections and DOE enrollment projections were also included.

Also attached is a copy of the latest impact fee study which provides the details supporting the latest recommended rates.

Please let me know if you have any questions or concerns. We look forward to meeting with you on October 23rd.

Thank you,



George Kosmac, Deputy Superintendent/Operations
Seminole County Public Schools

Attachment: Amended Resolution 2007-03 (9.25.07)
School Impact Fee Analysis dated 9.24.07, Tischler Bise

Cc: Board of County Commissioners & Chair
School Board Members & Chair
Dr. Bill Vogel, Superintendent

GK/gc/coto.10.10.07

AMENDED RESOLUTION NO. 2007-03

A RESOLUTION OF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA REQUESTING AN INCREASE IN SCHOOL IMPACT FEES AND REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AMEND ORDINANCE NO. 92-14 TO PROVIDE FOR THE INCREASE OF SCHOOL IMPACT FEES AS SET FORTH HEREIN, CONFLICTS, AND EFFECTIVE DATE

WHEREAS, the School Board of Seminole County, Florida has a proven track record of excellence in the provision of quality education to the children within Seminole County and its various municipalities;

WHEREAS, School Impact Fees assist the School Board in funding its Capital Improvements Program for the construction of the necessary public school facilities required to meet the educational needs generated by the student enrollment growth, including school technology and student transportation capital requirements generated by growth;

WHEREAS, the School Board retained the firm of Tischler Bise Consultants, Inc. to prepare a technical impact fee report;

WHEREAS, the report of Tischler Bise Consultants, Inc. proposes a revised School Impact Fee Schedule of \$5,068.00 per Single Family Detached dwelling unit, \$2,452.00 per Town Home dwelling unit; \$2,172.00 per Multi-family dwelling unit; and \$1,924.00 per Mobile Home dwelling unit; and

Whereas, the Seminole County School Board has approved the recommendations of Tischler Bise Consultants, Inc.;

NOW, THEREFORE BE IT RESOLVED BY THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA AS FOLLOWS:

1. That the School Board of Seminole County, Florida approves the impact fees as recommended by Tischler Bise Consultants, Inc.;

2. That by this resolution the Board of County Commissioners of Seminole County, Florida be requested to amend Ordinance 92-14 revising current Seminole County school impacts fees in accordance with the amounts recommended by Tischler Bise Consultants, Inc.;

4. That Seminole County, Florida Ordinance 92-14 be amended to set Seminole County, Florida school impact fees at the following revised amounts:

- a. \$5,068.00 per Single Family Detached dwelling unit;
- b. \$2,452.00 per Town Home dwelling unit;
- c. \$2,172.00 per Multi-family dwelling unit;
- d. \$1,924.00 per Mobile Home dwelling unit;

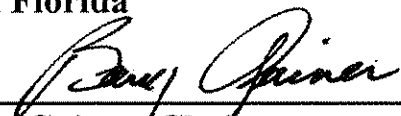
5. That all resolutions of The School Board of Seminole County, Florida or portions thereof in conflict herewith are hereby repealed;

6. That a copy of this resolution be forwarded to the Board of County Commissioners of Seminole County, Florida forthwith; and

7. That this resolution shall take effect immediately upon passage and adoption by The School Board of Seminole County, Florida.

Passed and adopted by The School Board of Seminole County, Florida, sitting in regular session at Sanford, Florida, on July 10, 2007.

The School Board of Seminole
County, Florida

By 
Barry Gainer, Chairman

Attest; 


Bill Vogel, Superintendent

Adopted 2/13/07
Amended 7/10/07
Amended 9/25/07

School Impact Fee Analysis

Seminole County, Florida

September 24, 2007



The mission of the Seminole County Public Schools is to ensure that all students acquire the knowledge, skills and attitudes necessary to be successful in adult life.

Prepared By:

TischlerBise
Fiscal, Economic & Planning Consultants

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EXECUTIVE SUMMARY

TischlerBise has calibrated school impact fees for Seminole County, Florida, using current the official School Year 2006-2007 level of service standards for building and site area, school construction and land acquisition costs, and other applicable FY 2008 Budget information.

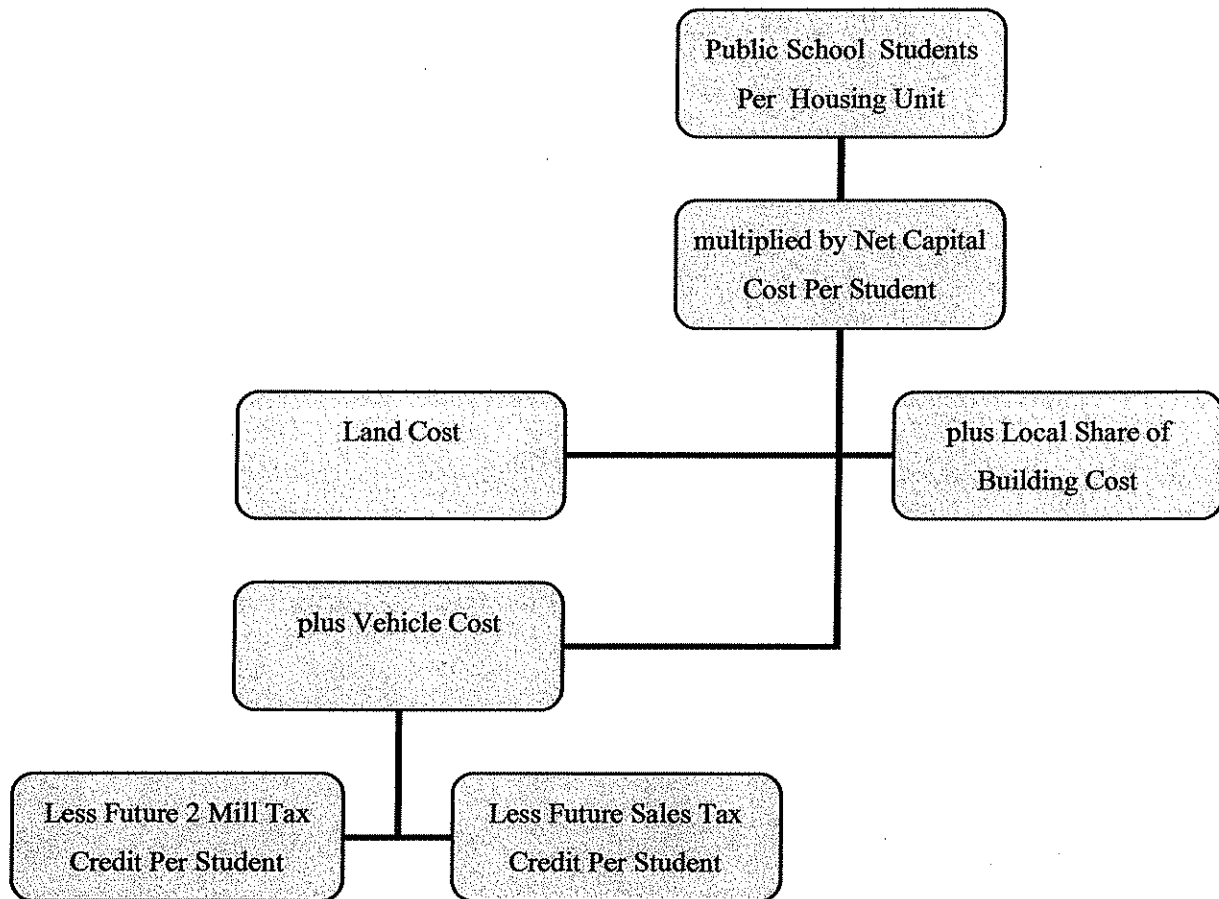
Impact fees are one-time payments that are used to construct system improvements needed to accommodate new development. This report demonstrates that the maximum supportable impact fees for Seminole County Public Schools are proportionate to the school capital facility service demands of new development. The impact fee methodology establishes an equitable allocation of the costs in comparison to the benefits received (i.e., capital improvements provided by Seminole County Public Schools).

To be consistent with current case law, rational nexus and proportionality requirements, the school impact fee methodology is based on current public school student generation rates, local costs, and level of service standards. This ensures that new growth is not charged for a level of service higher than what is currently being provided to existing students. Figure 1 illustrates the methodology used to calculate the fee. The basic formula used to derive the impact fees is to multiply student generation rates by the net capital cost of public schools per student.

To avoid potential double payment for school facilities two credits are included in the methodology. First, a credit for future property tax that is generated from the District's 2 mill levy that is used for school construction is calculated and reflected in the maximum supportable impact fee per housing unit. Second, a credit for future sales tax that is expected to be generated from the School District's share (1/4 cent) of the voter-approved countywide one cent sales tax for school construction is calculated and reflected in the maximum supportable impact fee per housing unit. Impact fees will address the cost of five different types of facilities, including school sites, school buildings, furniture and equipment and support vehicles used by

the Seminole County Public Schools (i.e. buses). The front section of this report discusses development projections and student generation rates used in the impact fee calculations. The middle section of the report contains documentation for each cost factor and Level-Of-Service (LOS) standard for the Seminole County Public School impact fees. The final section of this report discusses implementation and administration of the fees.

Figure 1: Public School Impact Fee Methodology Chart



Based on the methodology, the maximum supportable school impact fees and the recommended impact fee schedule for the Seminole County Public Schools are shown in Figure 2 below.

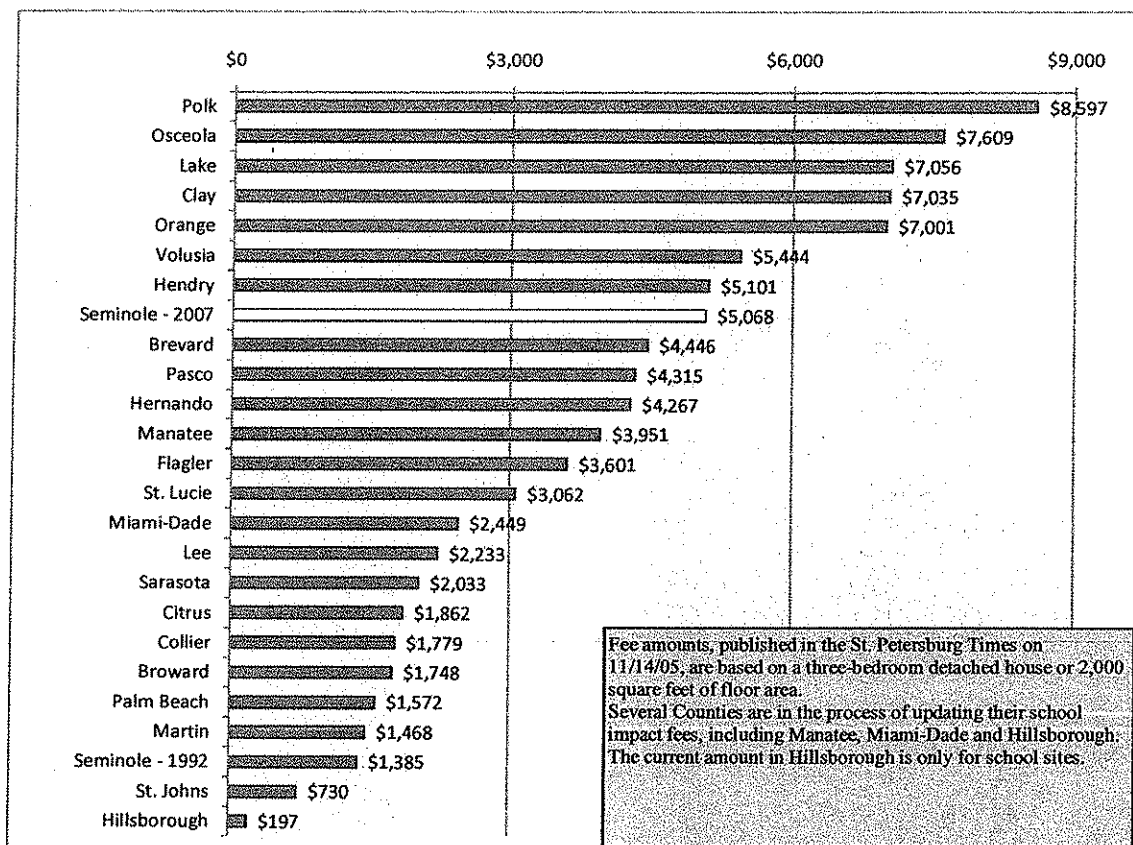
Figure 2: Maximum Supportable School Impact Fee Schedule for Seminole County

| Housing Unit Type | Elementary | Middle | High | TOTAL |
|--------------------------------------|------------|---------|---------|---------|
| Single Family - Detached | \$2,033 | \$1,231 | \$1,803 | \$5,068 |
| Single Family - Attached (Townhouse) | \$888 | \$645 | \$919 | \$2,452 |
| Multifamily | \$1,111 | \$475 | \$586 | \$2,172 |
| Mobile Home | \$658 | \$475 | \$791 | \$1,924 |

A statewide comparison of school impact fees is shown in Figure 3. For illustration purposes, the recommended impact fee for a single family-detached unit is shown in white on the bar chart below.

Figure 3: Statewide Public School Impact Fees

Florida County Public School Impact Fees

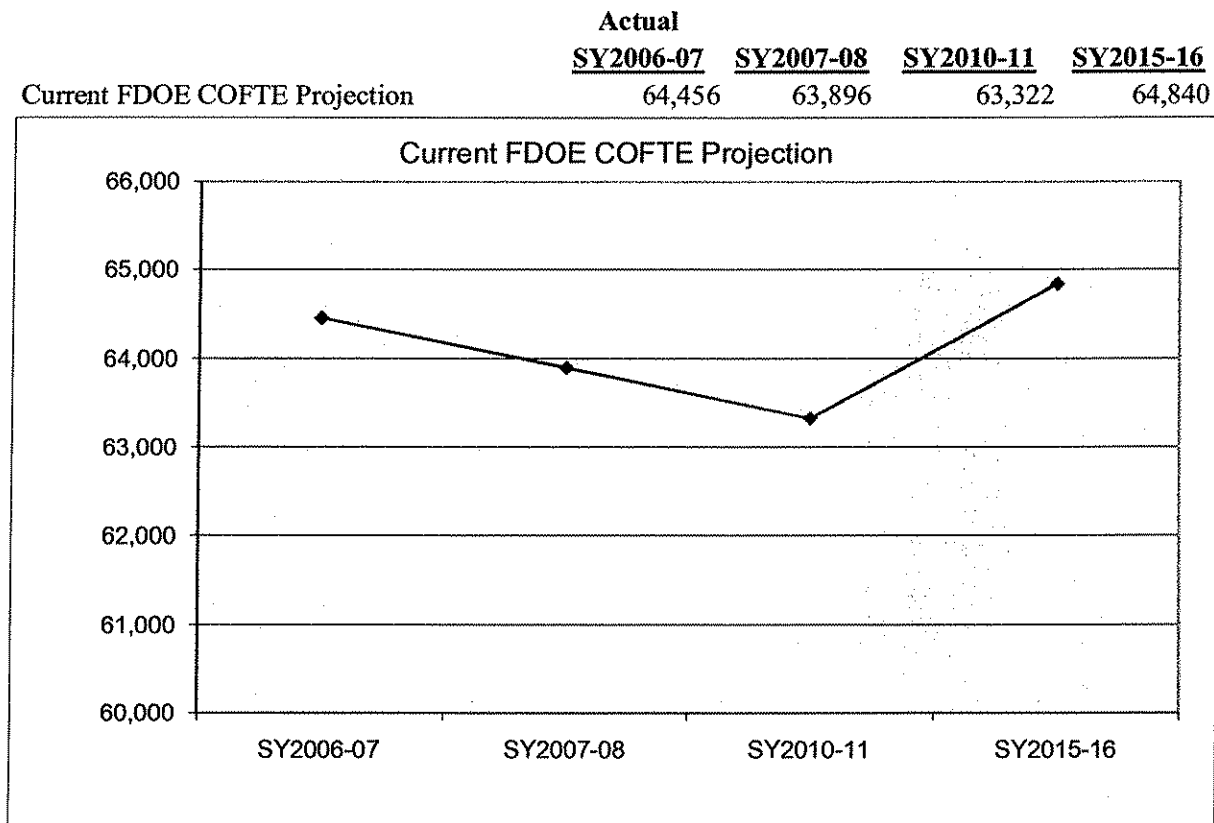


It is important to note that the fees calculated as a part of the analysis are the maximum supportable fees that Seminole County could implement. Frequently, communities implement fees that are less than the maximum supportable amount, especially when the impact fees are just one part of a comprehensive funding strategy. The impact fees calculated in this report represent Phase 1 of a two-phase study initiated by Seminole County Public Schools in order to develop a comprehensive capital financing strategy.

DEMAND GENERATORS

The primary indicator of the need for additional, growth-related school facilities is full time equivalent student projections. The capital outlay full-time equivalent (COFTE) enrollment projections that are prepared by the Florida Department of Education are shown in Figure 4. As shown in Figure 4, District enrollment is projected to decrease slightly and then begin an increasing trend.

Figure 4: Full Time Enrollment Projections



PUBLIC SCHOOL STUDENTS PER HOUSING UNIT

TischlerBise obtained 2000 Public Use Microsample (PUMS) data from the U.S. Bureau of the Census to determine the number of public school students by type of housing and type of school (see Figure 5). Once these rates were developed (see report in Appendix for detailed methodology), they were multiplied times the number of housing units in Seminole County in 2000 and then compared to public school enrollment in 2000. The estimated number of public school students in Seminole County in 2000 was approximately 1 percent less than the actual enrollment. One reason for this is the seasonal nature of the County's housing stock. Therefore,

the student generation rates were increased proportionately to match actual enrollment in Seminole County in 2000 to derive the rates shown in Figure 5.

Figure 5 - Student Generation Rates

| Housing Type | School Type | | | Total |
|---------------------------|-------------|--------|-------|--------------|
| | Elementary | Middle | High | |
| SF - Detached | 0.224 | 0.118 | 0.146 | 0.488 |
| SF - Attached (Townhouse) | 0.098 | 0.062 | 0.074 | 0.234 |
| Multifamily | 0.123 | 0.046 | 0.047 | 0.216 |
| Mobile Home | 0.073 | 0.046 | 0.064 | 0.182 |

Source: TischlerBise. Based on U.S. Census Bureau,
Year 2000 5% Public Use Microdata Sample for FL PUMA 02001,
02002 and 02003.

For purposes of the impact fee analysis, the definition for each housing unit type is as follows. Single family-detached refers to stand-alone single family units. Single family-attached refers to townhouses. Multifamily refers to duplexes and apartment units.

In the planning process for new public schools, it is important to realize that students living in new housing units account for only a portion of the total increase in FTE students (i.e., multiplying new housing units by the students per housing unit factors). The remaining increase in public school students, as forecasted by the Florida Department of Education, is from households already living in Seminole County or from in-migration of new households moving into existing housing units, from which the County will not collect an impact fee. The latter can account for a significant increase in students, particularly when families with school-age children replace "empty-nesters".

CALCULATION OF PUBLIC SCHOOL IMPACT FEES

The maximum supportable public school impact fees are based on local data for School Year 2006-2007 and *existing* level of service standards. This ensures that new growth is not charged for a level of service higher than what is currently being provided to existing students. Data sources used to derive these standards include the current Florida Inventory of School Houses (FISH) report and School Board staff. These factors are explained in the following paragraphs and tables.

BUILDING AND SITE AREA STANDARDS

Figures 6, 7 and 8 provide inventories of existing public schools in Seminole County. The data contained in these tables are used to derive LOS standards for school sites, buildings and portable student stations. These figures were compared to the actual enrollment as of 10/14/06, and to the rated capacity of the buildings. The full time equivalent student enrollment in the elementary facilities is higher than the rated capacity. Therefore, the full time equivalent student enrollment was utilized to calculate the current standards. The full time equivalent student enrollment in the middle and high school facilities is less than the rated capacity. Therefore, rated capacity was utilized to calculate the current standards. The LOS standards are then used to determine capital costs per student in the impact fee calculations. The current building area LOS standards in Seminole County are 128 square feet per elementary student, 124 square feet per middle school student and 128 square feet per high school student.

As indicated in Figure 6, elementary school buildings have 3.71 million square feet of floor area. As of October 2006, there were 29,106 full time equivalent students enrolled while the permanent building capacity was 26,436. Therefore, the full time equivalent student enrollment of 29,106 is used to determine the level of service standard. Dividing the total building area by

the number of students yields a standard of 128 square feet of school building area per elementary student. The average elementary school site in Seminole County is 17 acres.

Figure 6 – Inventory of Elementary Schools

| <i>Elementary School</i> | <i>Site Acreage*</i> | <i>Building Sq Ft*</i> | <i>Permanent Bldg Student Capacity*</i> | <i>SY06-07 FTE**</i> |
|------------------------------|--------------------------|----------------------------|---------------------------------------------|--------------------------|
| ALTAMONTE ELEMENTARY | 15 | 116,223 | 991 | 864 |
| BEAR LAKE ELEMENTARY | 20 | 106,368 | 1,026 | 1,079 |
| BENTLEY ELEMENTARY | 17 | 127,200 | 933 | 975 |
| CARILLON ELEMENTARY | 34 | 125,997 | 942 | 801 |
| CASSELBERRY ELEMENTARY | 10 | 105,147 | 906 | 798 |
| CRYSTAL LAKE ELEMENTARY | 10 | 110,873 | 827 | 661 |
| EASTBROOK ELEMENTARY | 15 | 107,352 | 932 | 816 |
| ENGLISH ESTATES ELEMENTARY | 21 | 117,412 | 843 | 762 |
| EVANS ELEMENTARY | 25 | 103,745 | 974 | 858 |
| FOREST CITY ELEMENTARY | 15 | 133,598 | 956 | 871 |
| GENEVA ELEMENTARY | 15 | 102,803 | 601 | 502 |
| GOLDSBORO ELEMENTARY | 20 | 106,421 | 713 | 684 |
| HAMILTON ELEMENTARY | 19 | 89,598 | 725 | 816 |
| HEATHROW ELEMENTARY | 15 | 89,172 | 862 | 1,119 |
| HIGHLANDS ELEMENTARY | 25 | 106,395 | 625 | 546 |
| IDYLLWILDE ELEMENTARY | 15 | 104,399 | 825 | 887 |
| KEETH ELEMENTARY | 15 | 76,921 | 576 | 776 |
| LAKE MARY ELEMENTARY | 11 | 72,452 | 632 | 610 |
| LAKE ORIENTA ELEMENTARY | 10 | 80,067 | 169 | 699 |
| LAWTON ELEMENTARY | 21 | 119,445 | 882 | 881 |
| LAYER ELEMENTARY SCHOOL | 15 | 117,306 | 735 | 634 |
| LONGWOOD ELEMENTARY | 11 | 83,704 | 715 | 668 |
| MIDWAY ELEMENTARY | 11 | 77,664 | 115 | 409 |
| PARTIN ELEMENTARY | 15 | 92,989 | 748 | 795 |
| PINE CREST ELEMENTARY | 25 | 104,709 | 823 | 880 |
| RAINBOW ELEMENTARY | 15 | 91,341 | 749 | 888 |
| RED BUG ELEMENTARY | 15 | 97,335 | 513 | 841 |
| SABAL POINT ELEMENTARY | 15 | 78,047 | 261 | 815 |
| SPRING LAKE ELEMENTARY | 20 | 83,638 | 331 | 820 |
| STENSTROM ELEMENTARY | 15 | 92,372 | 632 | 719 |
| STERLING PARK ELEMENTARY | 16 | 78,502 | 195 | 653 |
| WALKER ELEMENTARY SCHOOL | 15 | 115,802 | 937 | 890 |
| WEKIVA ELEMENTARY | 15 | 64,338 | 407 | 871 |
| WICKLOW ELEMENTARY | 16 | 113,694 | 804 | 821 |
| WILSON ELEMENTARY | 16 | 117,159 | 881 | 950 |
| WINTER SPRINGS ELEMENTARY | 15 | 107,487 | 810 | 632 |
| WOODLANDS ELEMENTARY | 20 | 95,295 | 840 | 815 |
| Total | 618 | 3,712,970 | 26,436 | 29,106 |
| Average | 17 | 100,351 | 714 | 787 |
| Standard Per FTE | 0.0212 | 128 | | |

*Florida Inventory of School Houses (FISH)

**Seminole County School District Staff

Data on middle schools are shown in Figure 7. Middle schools have a total building area 1.98 million square feet. As of October 2006, there were 15,505 full time equivalent students enrolled while the permanent building capacity was 15,977. Therefore, the permanent building capacity of 15,977 is used to determine the level of service standard. Dividing the total building area by the permanent building capacity yields a standard of 124 square feet of school building area per middle school student. The average middle school site in Seminole County is 26 acres.

Figure 7 – Inventory of Middle Schools

| Middle School | Site Acreage* | Building Sq Ft* | Permanent Bldg Student Capacity** | SY06-07 FTE** |
|-----------------------------|---------------|------------------|-----------------------------------|---------------|
| GREENWOOD LAKES MIDDLE | 25 | 185,964 | 1,281 | 1,176 |
| INDIAN TRAILS MIDDLE | 20 | 166,249 | 1,366 | 1,407 |
| JACKSON HEIGHTS MIDDLE | 62 | 146,427 | 1,345 | 1,293 |
| LAWTON CHILES MIDDLE SCHOOL | 25 | 193,512 | 1,419 | 1,450 |
| MARKHAM WOODS MIDDLE | 22 | 179,920 | 1,251 | 852 |
| MILLENNIUM MIDDLE | 28 | 212,031 | 1,548 | 1,746 |
| MILWEE MIDDLE | 27 | 147,596 | 1,301 | 1,146 |
| ROCK LAKE MIDDLE | 17 | 131,544 | 1,153 | 1,124 |
| SANFORD MIDDLE | 28 | 159,741 | 1,408 | 1,319 |
| SOUTH SEMINOLE MIDDLE | 21 | 143,730 | 1,179 | 1,221 |
| TEAGUE MIDDLE | 20 | 148,072 | 1,476 | 1,618 |
| TUSKAWILLA MIDDLE | 20 | 170,701 | 1,250 | 1,153 |
| Total | 315 | 1,985,487 | 15,977 | 15,505 |
| Average | 26 | 165,457 | 1,331 | 1,292 |
| Standard Per FTE | 0.0197 | 124 | | |

*Florida Inventory of School Houses (FISH)

**Seminole County School District Staff

Figure 8 provides an inventory of high schools in Seminole County. The high school buildings have a combined floor area of 2.89 million square feet. As of October 2006, there were 20,477 full time equivalent students enrolled while the permanent building capacity was 22,667. Therefore, the permanent building capacity of 22,667 is used to determine the level of service standard. Dividing the total building area by the permanent building capacity yields a standard of 128 square feet of school building area per high school student. The average high school site in Seminole County is 44 acres.

Figure 8 – Inventory of High Schools

| High School | Site Acreage* | Building Sq Ft* | Permanent Bldg Student Capacity** | SY06-07 FTE** |
|-------------------------------|---------------|------------------|-----------------------------------|---------------|
| CROOMS ACADEMY OF INFORMATION | 20 | 103,956 | 901 | 529 |
| HAGERTY HIGH SCHOOL | 60 | 362,973 | 2,746 | 1,052 |
| LAKE BRANTLEY SENIOR HIGH | 52 | 364,488 | 2,944 | 3,206 |
| LAKE HOWELL SENIOR HIGH | 43 | 308,744 | 2,363 | 2,241 |
| LAKE MARY SENIOR HIGH | 50 | 357,293 | 2,831 | 2,589 |
| LYMAN SENIOR HIGH | 47 | 364,309 | 2,517 | 2,324 |
| OVIEDO SENIOR HIGH | 52 | 359,371 | 2,746 | 2,756 |
| QUEST ACADEMY | 2 | 18,665 | 125 | 104 |
| SEMINOLE SENIOR HIGH | 53 | 350,706 | 3,049 | 3,187 |
| WINTER SPRINGS SENIOR HIGH | 59 | 305,635 | 2,445 | 2,489 |
| Total | 438 | 2,896,140 | 22,667 | 20,477 |
| Average | 44 | 289,614 | 2,267 | 2,048 |
| Standard Per FTE | 0.0193 | 128 | | |

*Florida Inventory of School Houses (FISH)

**Seminole County School District Staff

SCHOOL BUILDINGS COST

TischlerBise obtained the state wide averages for new construction costs by school type from the Florida Department of Education. School Board staff has advised TischlerBise that these statewide averages for costs per square foot are the best figures to utilize in the impact fee calculations. The state wide averages are \$125 per square foot for elementary schools, \$141 per square foot for middle schools and \$154 per square foot for high schools. These cost factors reflect the total cost of building construction, which must be reduced to the local share for the purpose of deriving school impact fees.

According to School Board staff, an examination of anticipated revenue available for capital projects for the 2007-2008 fiscal years indicates that local funds comprise 95% of the available revenue to fund capital facilities.

COST OF VEHICLES

Motor vehicles represent another major capital cost item that must be provided by Seminole County Public Schools in order to accommodate new development. According to fixed asset records, the current fleet of motor vehicles has an original cost of \$30.13 million, or an average cost of \$463 (\$30,133,662 divided by 65,088 students) per FTE student capacity. Operating and maintenance costs, as well as vehicle replacement costs, are not eligible for impact fee funding.

CREDIT FOR FUTURE REVENUES

A general requirement that is common to impact fee methodologies is the evaluation of credits. A revenue credit may be necessary to avoid potential double payment situations arising from the payment of a one-time impact fee plus the payment of other revenues that may also fund growth-related capital improvements. The determination of credits is dependent upon the impact fee methodology used in the cost analysis.

The approach used to calculate the school impact fees for Seminole County Public Schools is the incremental expansion method. This method documents current LOS standards and it is best suited for public facilities that will be expanded incrementally in the future. Because Seminole County Public Schools will continue to provide additional schools that are similar to those already in use, the incremental expansion cost method is appropriate for public schools.

Because new development is required to provide front-end funding of school capacity, there is a potential for double payment of capital costs due to future revenue generated by the School District's 2 mill levy used to fund school construction. The credit calculation is shown in Figure 9, on the next page. It is important to point out that the credit is given for the full amount of the 2 mill revenue although not all this revenue source is used to provide growth-related school capacity, as a portion of this revenue source is used for rehabilitation and maintenance of existing capital facilities. This is a very conservative approach to determining a future revenue

credit. To determine the credit, the annual projection of the 2 mill revenue is divided by the projected number of full-time equivalent students in Seminole County Public Schools to yield an annual property tax millage credit per student. A net present value adjustment was used to account for the time value of money, resulting in a future property tax millage credit of \$8,101 per student.

Figure 9 – Future 2 Mill Tax Credit per Student

| <i>Fiscal Year</i> | <i>Property Tax*</i> | <i>Students (FTE)**</i> | <i>Credit Per Student</i> |
|--------------------|----------------------|--------------------------|---------------------------|
| 2008 | \$64,081,232 | 63,896 | \$1,003 |
| 2009 | \$67,926,106 | 63,687 | \$1,067 |
| 2010 | \$72,001,672 | 63,347 | \$1,137 |
| 2011 | \$76,321,773 | 63,322 | \$1,205 |
| 2012 | \$80,901,079 | 63,406 | \$1,276 |
| 2013 | \$85,755,144 | 63,631 | \$1,348 |
| 2014 | \$90,900,452 | 63,876 | \$1,423 |
| 2015 | \$96,354,479 | 64,345 | \$1,497 |
| TOTAL | \$634,241,937 | | \$9,956 |
| | | Discount Rate | 4.5% |
| | | Net Present Value | \$8,101 |

*Property tax projections are from Seminole County Public Schools.

**Projection of students is from the District's 2007 Capital Outlay FTE Report

A countywide one-cent sales tax was approved by the voters of Seminole County from which Seminole County Public Schools receives $\frac{1}{4}$ of one cent to be used for school construction. Therefore, a credit for future sales tax generated by new growth has also been included in the impact fee methodology to ensure that future residents do not double pay for new school capacity. This credit calculation is shown in Figure 10, on the next page. To determine the credit, projected sales tax revenue is divided by the projected number of full-time equivalent students in Seminole County Public Schools to yield an annual sales tax credit per student. A net present value adjustment was used to account for the time value of money, resulting in a future sales tax credit of \$825 per student.

Figure 10 – Future Sales Tax Credit per Student

| <i>Fiscal Year</i> | <i>Sales Tax*</i> | <i>Students (FTE)**</i> | <i>Credit Per Student</i> |
|--------------------|---------------------|--------------------------|---------------------------|
| 2008 | \$18,617,585 | 63,896 | \$291 |
| 2009 | \$14,070,410 | 63,687 | \$221 |
| 2010 | \$9,270,699 | 63,347 | \$146 |
| 2011 | \$9,548,820 | 63,322 | \$151 |
| 2012 | \$4,844,968 | 63,406 | \$76 |
| 2013 | \$2,316,738 | 63,631 | \$36 |
| TOTAL | \$58,669,220 | | \$922 |
| | | Discount Rate | 4.5% |
| | | Net Present Value | \$825 |

*Sales tax projections were obtained from Seminole County Public Schools.

**Projection of students is from the District's 2007 Capital Outlay FTE Report

MAXIMUM SUPPORTABLE IMPACT FEES FOR PUBLIC SCHOOLS

The key factors used to derive school impact fees are summarized in Figure 11. Student generation rates (i.e., public school students by type of housing, shown in Part 1 of Figure 11) are multiplied by the capital cost per student (calculated in Part 2 of Figure 11) to yield the maximum supportable impact fee by type of housing unit (shown in Part 3 of Figure 11). The impact fee schedule shown below includes a recommended credit for future revenue generated by the School District's 2 mill levy used for school construction, as well as for future sales tax generated by the District's share (1/4 cent) of the countywide one cent sales tax that is used for school construction.

Figure 11 - School Impact Fee Calculations

| Grades => | Type of School | | | TOTAL |
|----------------------------------------------------------------|-------------------|---------------|--------------|---------|
| | Elementary K-5 | Middle 6-8 | High 9-12 | |
| Part 1. Public School Students Per Housing Unit | | | | |
| Single Family - Detached | 0.224 | 0.118 | 0.146 | 0.488 |
| Single Family - Attached (Townhouse) | 0.098 | 0.062 | 0.074 | 0.234 |
| Multifamily | 0.123 | 0.046 | 0.047 | 0.216 |
| Mobile Home | 0.073 | 0.046 | 0.064 | 0.182 |
| Part 2. Level Of Service Standards | | | | |
| | Elementary | Middle | High | |
| Acreage Per Student | 0.0212 | 0.0197 | 0.0193 | |
| Land Cost Per Acre | \$111,877 | \$111,877 | \$111,877 | |
| Land Cost Per Student | \$2,375 | \$2,206 | \$2,162 | |
| Square Feet Per Student | 128 | 124 | 128 | |
| Total Building Cost Per Square Foot | \$125 | \$141 | \$154 | |
| Local Share of Building Construction Cost | 95.0% | 95.0% | 95.0% | |
| Building Construction Cost Per Student | \$15,148 | \$16,646 | \$18,692 | |
| Vehicles Cost Per Student | \$463 | \$463 | \$463 | |
| Total Capital Cost Per Student | \$17,986 | \$19,315 | \$21,317 | |
| Future 2 Mill Credit Per Student | (\$8,101) | (\$8,101) | (\$8,101) | |
| Future Sales Tax Credit Per Student | (\$825) | (\$825) | (\$825) | |
| Net Capital Cost Per Student | \$9,061 | \$10,389 | \$12,391 | |
| Part 3. Maximum Supportable Impact Fee Per Housing Unit | | | | |
| Housing Unit Type | Elementary | Middle | High | TOTAL |
| Single Family - Detached | \$2,033 | \$1,231 | \$1,803 | \$5,068 |
| Single Family - Attached (Townhouse) | \$888 | \$645 | \$919 | \$2,452 |
| Multifamily | \$1,111 | \$475 | \$586 | \$2,172 |
| Mobile Home | \$658 | \$475 | \$791 | \$1,924 |

IMPLEMENTATION AND ADMINISTRATION

TischlerBise recommends that the Seminole County Public Schools adhere to the following accounting practices. Impact fees should be placed in a separate fund and accounted for separately and only used for the purposes authorized by the Seminole County Public Schools impact fee ordinance. Interest earned on the separate fund should be credited to the fund. School Board staff should prepare an annual statement on impact fee collections and expenditures.

All costs in the impact fee calculations are given in current dollars with no assumed inflation rate over time. Necessary cost adjustments can be made as part of the recommended annual evaluation and update of fees. One approach is to adjust for inflation in construction costs by means of an index like the one published by Engineering News Record (ENR). This index could be applied against the adopted fee schedule. If cost estimates change significantly, the Seminole County Public Schools should recalculate the maximum supportable impact fee.

If a specific development proposal is expected to have significantly different demand generators than those used in this study, the Seminole County Public Schools may allow or require a developer to submit an independent impact fee analysis with adequate documentation of alternative factors. Administrative procedures for the independent analysis should be included in the ordinance that implements the impact fees.

Specific policies and procedures related to site-specific credits should be addressed in the ordinance that establishes the school impact fees. Project improvements normally required as part of the development approval process are not eligible for credits against impact fees. If a developer constructs or provides a system improvement that was included in the fee calculations, it will be necessary for the Seminole County Public Schools to either reimburse the developer or provide a credit against the fees in the area that benefit from the system

improvement. The latter option is more difficult to administer because it creates unique fees for specific geographic areas. Based on TischlerBise's experience, it is better for the Seminole County Public Schools and/or Seminole County to establish a reimbursement agreement with the developer that constructs a system improvement. The reimbursement agreement should be limited to a payback period of no more than ten years and the Seminole County Public Schools/Seminole County should not pay interest on the outstanding balance. The developer must provide sufficient documentation of the actual cost incurred for the system improvement. The Seminole County Public Schools/Seminole County should only agree to pay the lesser of the actual construction cost or the estimated cost used in the impact fee analysis. If the Seminole County Public Schools/Seminole County pays more than the cost used in the fee analysis, there will be insufficient fee revenue. Reimbursement agreements should only obligate the Seminole County Public Schools/Seminole County to reimburse developers annually according to actual fee collections from the benefiting area.

APPENDIX

Student Generation Rates

Seminole County, Florida

March 11, 2006



The mission of the Seminole County Public Schools is to ensure that all students acquire the knowledge, skills and attitudes necessary to be successful in adult life.

Prepared By:

TischlerBise
Fiscal, Economic & Planning Consultants

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INTRODUCTION

As part of the school impact fee work scope, TischlerBise analyzed student generation rates in Seminole County, Florida. This report discusses development projections and student generation rates that will be used in the impact fee calculations. The term “student generation rates” refers to the number of public school students per housing unit in Seminole County. Public school students are a subset of school-age children, which includes students in private school and home-schooled children. Student generation rates used in the impact fee calculations are based on the estimated number of housing units, which is a housing unit occupied by year-round residents.

To derive student generation rates for Seminole County, TischlerBise obtained demographic data from the U.S. Census Bureau and the staff of Seminole County Public School District. The methodology uses data from the U.S. Census Bureau’s 2000 Public Use Microdata Sample (PUMS 5% sample).

STUDENTS PER HOUSING UNIT

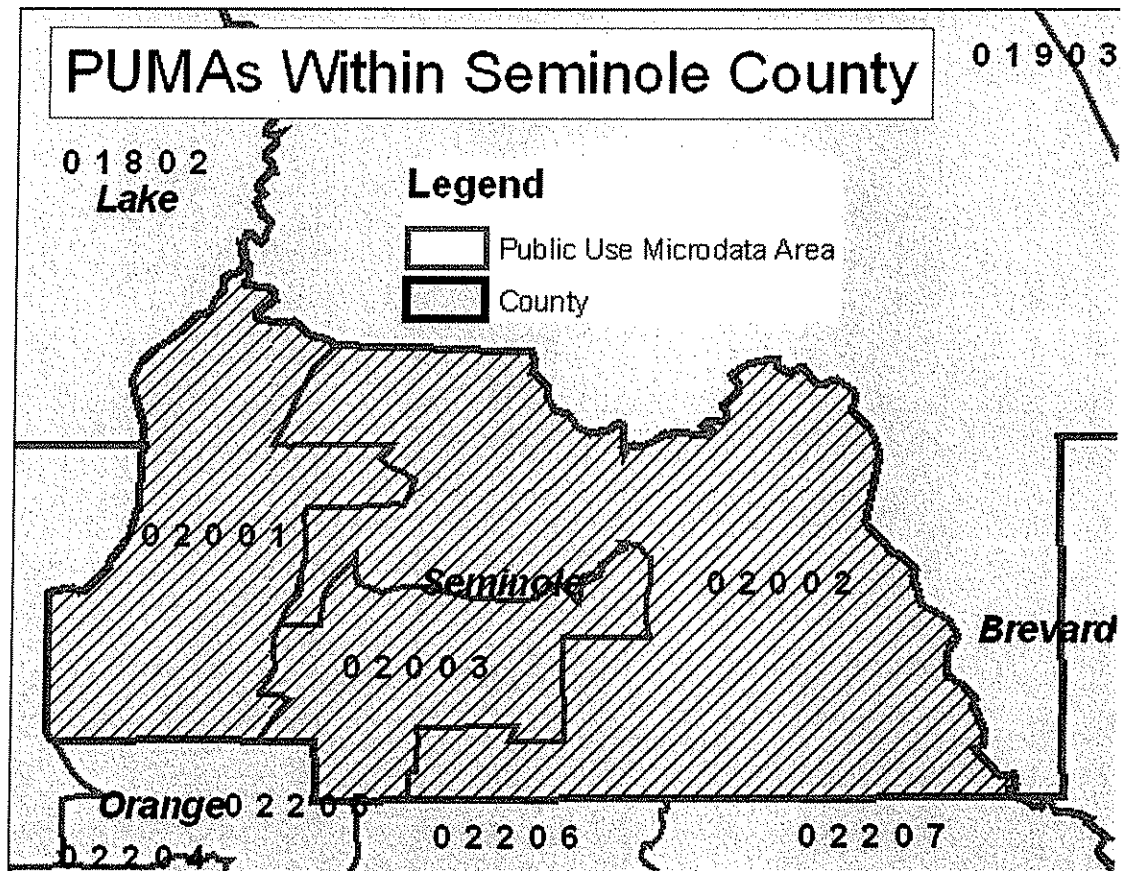
Student generation rates are used to indicate the average demand for school facilities generated by new residential development. Thus, student generation rates are used to convert basic housing unit projections into the expected demand for additional public schools needed to accommodate new development. Student generation rates are also used in impact fee calculations to allocate capital costs by type of housing. In Seminole County, student generation rates were derived using 5% PUMS data from the U.S. Census Bureau. The results of these calculations are described below.

PUMS Results

A first step in determining impact fees is to calculate public school pupil generation rates by type of housing unit. The generation rates are based on Public Use Micro Sample (PUMS) data obtained from the U.S. Census Bureau and adjusted for Seminole County. The assumptions used and the end results are discussed in the sections below. The dwelling unit categories used in the impact fee analysis is comprised of categories used by the U.S. Census Bureau for collecting data.

Detailed student generation rates by school level, housing type and number of bedrooms is possible using individual responses to the long-form census questionnaires. A 5% sample of census data is available for geographic areas of roughly 100,000 people, also known as Public Use Microdata Areas (PUMA). Seminole County is comprised of three PUMA, which are shown in Figure 1.

Figure 1 – Map of Seminole County PUMA



The first step in determining the student generation rates is to aggregate the data for each of the PUMA for the entire County, which is shown below in Figure 2. This is done for each school level (i.e. elementary, middle and high) by housing unit type and by the number of bedrooms. In addition, the total number of housing units is entered at the bottom of the Figure 2.

Figure 2 – Step: 1 Aggregation of PUMA Data

Public School Students by Hsg Type and Bedrooms**Elementary School Students**
(Grades K-5)

| | Bedrooms | | | TOTAL |
|--------------|--------------|---------------|---------------|---------------|
| | 0-2 | 3 | 4 | |
| SF Detached | 1,266 | 9,114 | 9,316 | 19,696 |
| SF Attached | 339 | 407 | <= 3+ bedroom | 746 |
| Multifamily | 2,994 | 1,223 | <= 3+ bedroom | 4,217 |
| Mobile Home | 125 | 147 | 57 | 329 |
| TOTAL | 4,724 | 10,891 | 9,373 | 24,988 |

Middle School Students
(Grades 6-8)

| | Bedrooms | | | TOTAL |
|--------------|--------------|--------------|---------------|---------------|
| | 0-2 | 3 | 4 | |
| SF Detached | 672 | 5,277 | 6,352 | 12,301 |
| SF Attached | 310 | 249 | <= 3+ bedroom | 559 |
| Multifamily | 1,157 | 704 | <= 3+ bedroom | 1,861 |
| Mobile Home | 91 | 106 | 48 | 245 |
| TOTAL | 2,230 | 6,336 | 6,400 | 14,966 |

High School Students
(Grades 9-12)

| | Bedrooms | | | TOTAL |
|--------------|--------------|--------------|---------------|---------------|
| | 0-2 | 3 | 4 | |
| SF Detached | 797 | 5,749 | 8,242 | 14,788 |
| SF Attached | 346 | 308 | <= 3+ bedroom | 654 |
| Multifamily | 1,027 | 855 | <= 3+ bedroom | 1,882 |
| Mobile Home | 49 | 150 | 136 | 335 |
| TOTAL | 2,219 | 7,062 | 8,378 | 17,659 |

57,613**Housing Units**

| | Bedrooms | | | TOTAL |
|--------------|---------------|---------------|---------------|----------------|
| | 0-2 | 3 | 4 | |
| SF Detached | 10,528 | 48,224 | 37,276 | 96,028 |
| SF Attached | 4,997 | 3,334 | <= 3+ bedroom | 8,331 |
| Multifamily | 32,770 | 4,850 | <= 3+ bedroom | 37,620 |
| Mobile Home | 3,390 | 1,328 | 239 | 4,957 |
| TOTAL | 51,685 | 57,736 | 37,515 | 146,936 |

Source: Cross tabulation by TischlerBise using
 Census Bureau, Year 2000 5% Public Use Microdata Sample
 for FL PUMA 02001, 02002 and 02003.

The second step in determining the student generation rates is to compare public school students from the PUMA data to housing units by type from the PUMA data to determine the unadjusted student generation rates, which is shown below in Figure 3.

Figure 3 – Step 2: Calculation of Unadjusted Student Generation Rates

Elementary School Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg |
|-------------|-----------|----------|---------|--------|
| SF Detached | 0.120 | 0.189 | 0.250 | 0.205 |
| Mobile Home | 0.037 | 0.111 | 0.238 | 0.066 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg |
| SF Attached | 0.068 | 0.122 | | 0.090 |
| Multifamily | 0.091 | 0.252 | | 0.112 |

Middle School Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg |
|-------------|-----------|----------|---------|--------|
| SF Detached | 0.064 | 0.109 | 0.170 | 0.128 |
| Mobile Home | 0.027 | 0.080 | 0.201 | 0.049 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg |
| SF Attached | 0.062 | 0.075 | | 0.067 |
| Multifamily | 0.035 | 0.145 | | 0.049 |

High School Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg |
|-------------|-----------|----------|---------|--------|
| SF Detached | 0.076 | 0.119 | 0.221 | 0.154 |
| Mobile Home | 0.014 | 0.113 | 0.569 | 0.068 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg |
| SF Attached | 0.069 | 0.092 | | 0.079 |
| Multifamily | 0.031 | 0.176 | | 0.050 |

Total Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg |
|-------------|-----------|----------|---------|--------|
| SF Detached | 0.260 | 0.418 | 0.641 | 0.487 |
| Mobile Home | 0.078 | 0.303 | 1.008 | 0.183 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg |
| SF Attached | 0.199 | 0.289 | | 0.235 |
| Multifamily | 0.158 | 0.574 | | 0.212 |

Source: Cross tabulation by TischlerBise using
Census Bureau, Year 2000 5% Public Use Microdata Sample
for FL PUMA 02001, 02002 and 02003.

In Step 3, the unadjusted student generation rates calculate previously in Step 2 are calibrated to local data. In the top part of Figure 4, the unadjusted student generation rates are multiplied by housing units in 2000 to determine enrollment by school level. In the top half of the table, the cells on the far right contain the *actual* enrollment data for Seminole County schools in 2000-2001, the year the Census data was compiled, comparison. In the bottom half of the table, housing units by type from the 2000 Census SF3 data set are entered in the cells on the far right, and are then distributed by number of bedrooms based in the percentage of units contained the PUMS sample data shown previously in Figure 2.

Figure 4 – Step 3: Calibration to Local Data

Estimated Students by Hsg Type and Bedrooms

| <i>Elementary School Students</i> (Grades K-5) | | <i>Bedrooms</i> | | | <i>TOTAL</i> | <i>Actual 1999-2000 Enrollment</i> |
|---------------------------------------------------|--|-----------------|---------------|---------------|----------------|----------------------------------------|
| | | 0-2 | 3 | 4 | | |
| SF Detached | | 1,263 | 9,093 | 9,295 | 19,651 | |
| SF Attached | | 348 | 418 | <= 3+ bedro | 766 | |
| Multifamily | | 2,982 | 1,218 | <= 3+ bedro | 4,200 | |
| Mobile Home | | 132 | 156 | 60 | 348 | |
| TOTAL | | 4,725 | 10,885 | 9,355 | 24,965 | 27,311 |
| | | | | | | |
| <i>Middle School Students</i> (Grades 6-8) | | <i>Bedrooms</i> | | | <i>TOTAL</i> | <i>Actual 1999-2000 Enrollment</i> |
| | | 0-2 | 3 | 4 | | |
| SF Detached | | 670 | 5,265 | 6,338 | 12,273 | |
| SF Attached | | 318 | 256 | <= 3+ bedro | 574 | |
| Multifamily | | 1,152 | 701 | <= 3+ bedro | 1,853 | |
| Mobile Home | | 96 | 112 | 51 | 259 | |
| TOTAL | | 2,237 | 6,334 | 6,388 | 14,960 | 13,838 |
| | | | | | | |
| <i>High School Students</i> (Grades 9-12) | | <i>Bedrooms</i> | | | <i>TOTAL</i> | <i>Actual 1999-2000 Enrollment</i> |
| | | 0-2 | 3 | 4 | | |
| SF Detached | | 795 | 5,736 | 8,223 | 14,754 | |
| SF Attached | | 355 | 316 | <= 3+ bedro | 672 | |
| Multifamily | | 1,023 | 852 | <= 3+ bedro | 1,874 | |
| Mobile Home | | 52 | 159 | 144 | 355 | |
| TOTAL | | 2,225 | 7,063 | 8,367 | 17,655 | 16,686 |
| | | | | | 57,580 | 57,835 |
| | | | | | | |
| <i>Housing Units</i> | | <i>Bedrooms</i> | | | <i>TOTAL</i> | <i>Actual 1999-2000 Enrollment</i> |
| | | 0-2 | 3 | 4 | | |
| SF Detached | | 10,504 | 48,114 | 37,191 | 95,809 | 95,809 |
| SF Attached | | 5,133 | 3,424 | <= 3+ bedro | 8,557 | 8,557 |
| Multifamily | | 32,637 | 4,830 | <= 3+ bedro | 37,467 | 37,467 |
| Mobile Home | | 3,588 | 1,405 | 253 | 5,246 | 5,246 |
| TOTAL | | 51,861 | 57,774 | 37,444 | 147,079 | 147,079 |

Source: Seminole County estimates by TischlerBise using
 Census Bureau, Year 2000 5% Public Use Microdata Sample
 for FL PUMA 02001, 02002 and 02003. SF3 data was used for housing units.

The estimated public school enrollment in Seminole County in 2000 using the PUMS data was approximately 0.4 percent less than the actual enrollment of 57,835. This is most likely

a result of the seasonal nature of some of the County's housing stock. Therefore, Step 4 adjusts the student generation rates shown in Figure 3 proportionately to match actual enrollment in Seminole County (shown above in Figure 4). Figure 5 below shows these adjusted rates.

Figure 5 – Step 4: Adjusted Students Per Housing Unit

Elementary School Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg | |
|---------------|-----------|----------|---------|--------|--------|
| SF - Detached | 0.132 | 0.207 | 0.273 | 0.224 | 21,497 |
| Mobile Home | 0.040 | 0.121 | 0.261 | 0.073 | 381 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg | |
| SF Attached | 0.074 | 0.134 | | 0.098 | 838 |
| Multifamily | 0.100 | 0.276 | | 0.123 | 4,594 |
| | | | | | 27,311 |

verify enrollments
match control totals**Middle School Students Per Housing Unit**

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg | |
|-------------|-----------|----------|---------|--------|--------|
| SF Detached | 0.059 | 0.101 | 0.158 | 0.118 | 11,353 |
| Mobile Home | 0.025 | 0.074 | 0.186 | 0.046 | 240 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg | |
| SF Attached | 0.057 | 0.069 | | 0.062 | 531 |
| Multifamily | 0.033 | 0.134 | | 0.046 | 1,714 |
| | | | | | 13,838 |

High School Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg | |
|-------------|-----------|----------|---------|--------|--------|
| SF Detached | 0.072 | 0.113 | 0.209 | 0.146 | 13,945 |
| Mobile Home | 0.014 | 0.107 | 0.538 | 0.064 | 335 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg | |
| SF Attached | 0.065 | 0.087 | | 0.074 | 635 |
| Multifamily | 0.030 | 0.167 | | 0.047 | 1,771 |
| | | | | | 16,686 |

Total Students Per Housing Unit

| | 0-2 Bdrms | 3 Bdrms | 4 Bdrms | Wt Avg | |
|-------------|-----------|----------|---------|--------|--------|
| SF Detached | 0.262 | 0.421 | 0.640 | 0.488 | 46,795 |
| Mobile Home | 0.079 | 0.302 | 0.984 | 0.182 | 956 |
| | 0-2 Bdrms | 3+ Bdrms | | Wt Avg | |
| SF Attached | 0.197 | 0.290 | | 0.234 | 2,004 |
| Multifamily | 0.162 | 0.577 | | 0.216 | 8,080 |
| | | | | | 57,835 |
| | | | | | 57,835 |

Source: TischlerBise

Based on U.S. Census Bureau, Year 2000 5% Public Use Microdata Sample for FL PUMA 02001, 02002 and 02003.

The student generation rates fluctuated more in the mobile home housing type than any other. In 1992, the percentage of school aged children living in mobile homes was 35%. This percentage decreased to 18% in 2006, a decrease of 16%. In contrast, the percentage of school aged children living in single and multifamily housing units changed only

slightly. The single family housing unit percentage increased slightly. While the multifamily housing unit percentage, decreased slightly.

Figure 6 - Comparison of the 1992 to the 2006 Student Generation Rates

| | School Type | | | | | | | |
|---------------|-------------|-------|--------|-------|-------|-------|--------|-------|
| Housing Type | Elementary | | Middle | | High | | Totals | |
| | 1992 | 2006 | 1992 | 2006 | 1992 | 2006 | 1992 | 2006 |
| Single Family | 0.249 | 0.224 | 0.114 | 0.119 | 0.124 | 0.146 | 0.487 | 0.488 |
| Multifamily | 0.115 | 0.118 | 0.053 | 0.049 | 0.057 | 0.052 | 0.225 | 0.219 |
| Mobile Home | 0.186 | 0.073 | 0.083 | 0.046 | 0.075 | 0.064 | 0.344 | 0.182 |

Sources:

TischlerBise Based on U.S. Census Bureau,
Year 2000 5% Public Use Microdata Sample for FL PUMA 02001,
02002 and 02003.

Henderson Young & Company Impact Fee Report, 1992



September 19, 2007

Mr. George Kosmac
Deputy Superintendent of Schools
Seminole County Public Schools
400 E. Lake Mary Blvd.
Sanford, Florida 32773

Dear Mr. Kosmac:

This letter is in response to your request for a letter of support from the HBA of Metro Orlando for the proposed School Impact Fee increase, which the Board of County Commissioners will be considering in late October.

After considering your request, the HBA's Board of Directors asked me to convey that they sincerely appreciate the school district allowing the Association to be an active participant on the Seminole County Educational System Advisory Committee. The Committee was a positive experience where all stakeholders had a voice.

While briefing Association leaders on the impact fee study, the HBA's advisory committee representative said the methodology was sound and the fee calculation was accurate. However, it was explained that the impact fee increase only covered 19% of the District's \$220 million revenue shortfall; thus, the Committee also made a second funding recommendation- the ½-sales tax for schools- that would cover the rest of the shortfall.

With this in mind, we feel that it is important that the County and the District work together to find additional revenue sources to make up the other 81% of the shortfall.

Lastly, our Board asked that I explain the Association is convinced, more than ever, that impact fees have a negative impact on the community, which is why this Association adopted the following policy years ago:

HBA of Metro Orlando's Impact Fee Policy Statement

"Residential builders and developers oppose rising impact fees because of their potential to price many first-time homebuyers out of the market. In lieu of impact fees, the homebuilding industry supports a doc stamp transfer fee to capture all real estate transfers in the State of Florida. This broad based funding source would provide a better solution to financing our state's school capital construction growth needs and is bondable."

As a result, I cannot provide you with a letter supporting the adoption of the proposed School Impact Fee increase. If you have any questions or need additional information, please feel free to call me at 407.629.9242 ext. 103.

Sincerely,

A handwritten signature in black ink that reads 'Beth McGee'.

Beth McGee
Executive Director

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Vacate of public right-of-way of Duda Trail and a portion of an unnamed public right-of-way

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of Lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E; subject to the applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal (A. Duda & Sons, Inc., applicant).

2. Deny the request to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of Lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E (A. Duda & Sons, Inc., applicant).

3. Contine the public hearing until a time and date certain.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

The applicant, A. Duda and Sons, Inc., is requesting to vacate and abandon a portion of the unimproved public rights-of-ways known as Duda Trail and a 50 feet portion of the unnamed unimproved right of way, Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; in Section 21, Township 21 S, Range 31 E. The site is located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, within the city limits of Oviedo.

The rights-of-ways are still under the county's jurisdiction and are not maintained by the county

or the city or used for public access. The applicant has maintained the rights-of-ways for over 91 years since their existence and owns the parcels that are adjacent to the subject rights-of-ways. The rights-of-ways are not needed for any public access; however, they do appear to be used in part for drainage purposes for the adjacent ditches and canal. The applicant has voluntarily agreed to convey drainage and access easements over the northerly and southerly ditches, both running east and west, and the Lightwood-Knot Canal as it runs through the parent parcels. No parcels will be landlocked by vacating of the public rights-of-ways. The applicant has provided letters from the applicable utility companies stating “no objections”.

Staff has no objections to the vacation and abandonment of the subject public rights-of-ways. This request complies with the requirements and under the authority for vacating a right-of-way of Sections 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon those certain unnamed platted rights-of-way containing a combined area of 3.357 acres lying adjacent to and south of Lots 22 and 123; lying adjacent to and north of Lot 125; lying adjacent to and east of Lots 129 and 130; lying adjacent to and south of lots 132 and 133; lying adjacent to and north of Lots 134 and 135; and lying adjacent to and west of Lots 135 and 136; all in the Plat of Slavia Colony Company’s Subdivision, as recorded in Plat Book 2, Page 71, Public Records of Seminole County, Florida; less that portion of the aforesaid unnamed rights-of-way lying west of the easterly right-of-way line of SR 426 (Aloma Avenue); further described as located on the east side of Aloma Avenue, approximately ¼ mile south of W. Mitchell Hammock Road, in Section 16, Township 21 S, Range 31 E; subject to the applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal. As requested by A. Duda & Sons, Inc., applicant

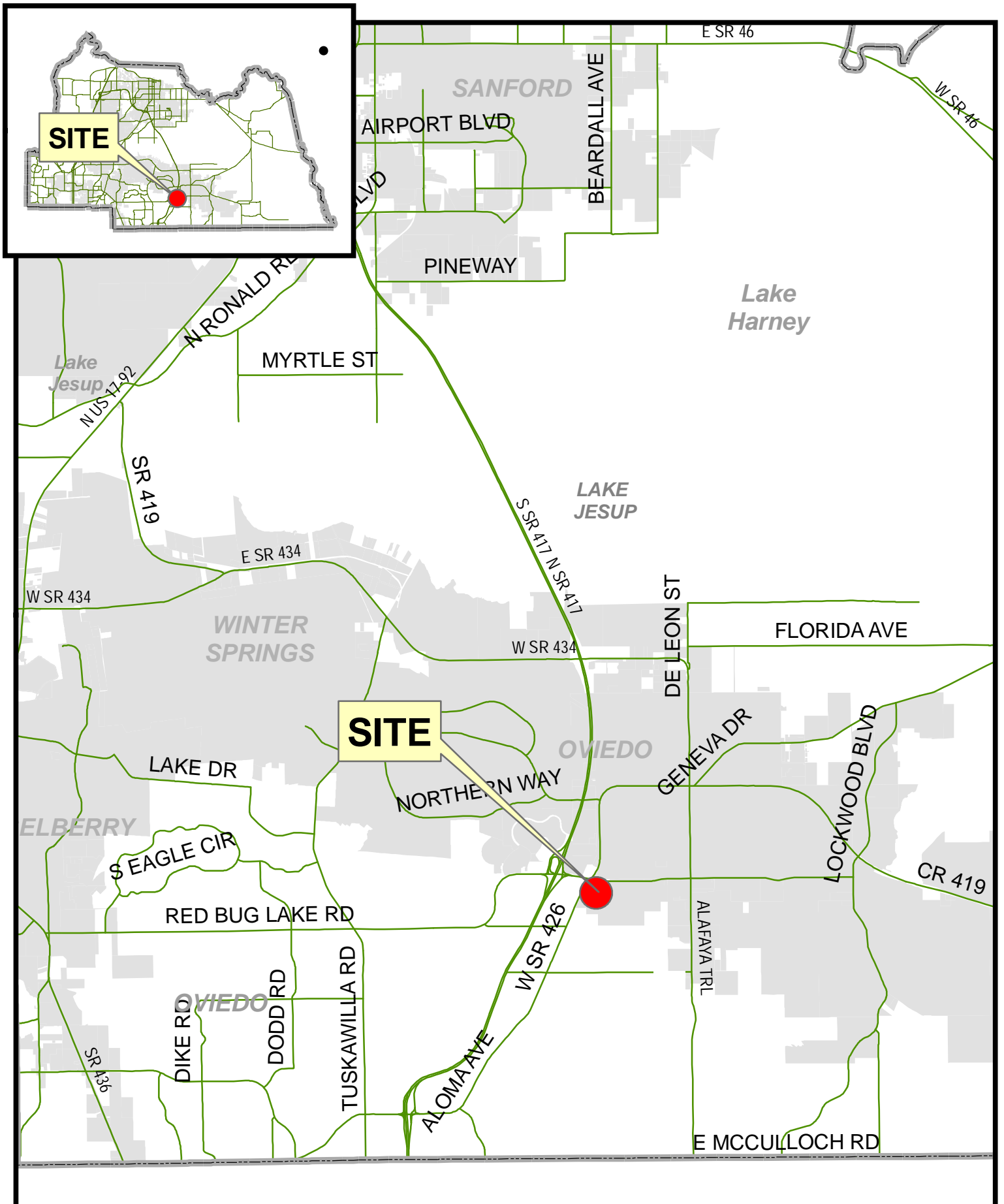
ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Location Map
4. Resolution
5. Sketch of Description
6. Drainage and Access Easement Agreements

Additionally Reviewed By:



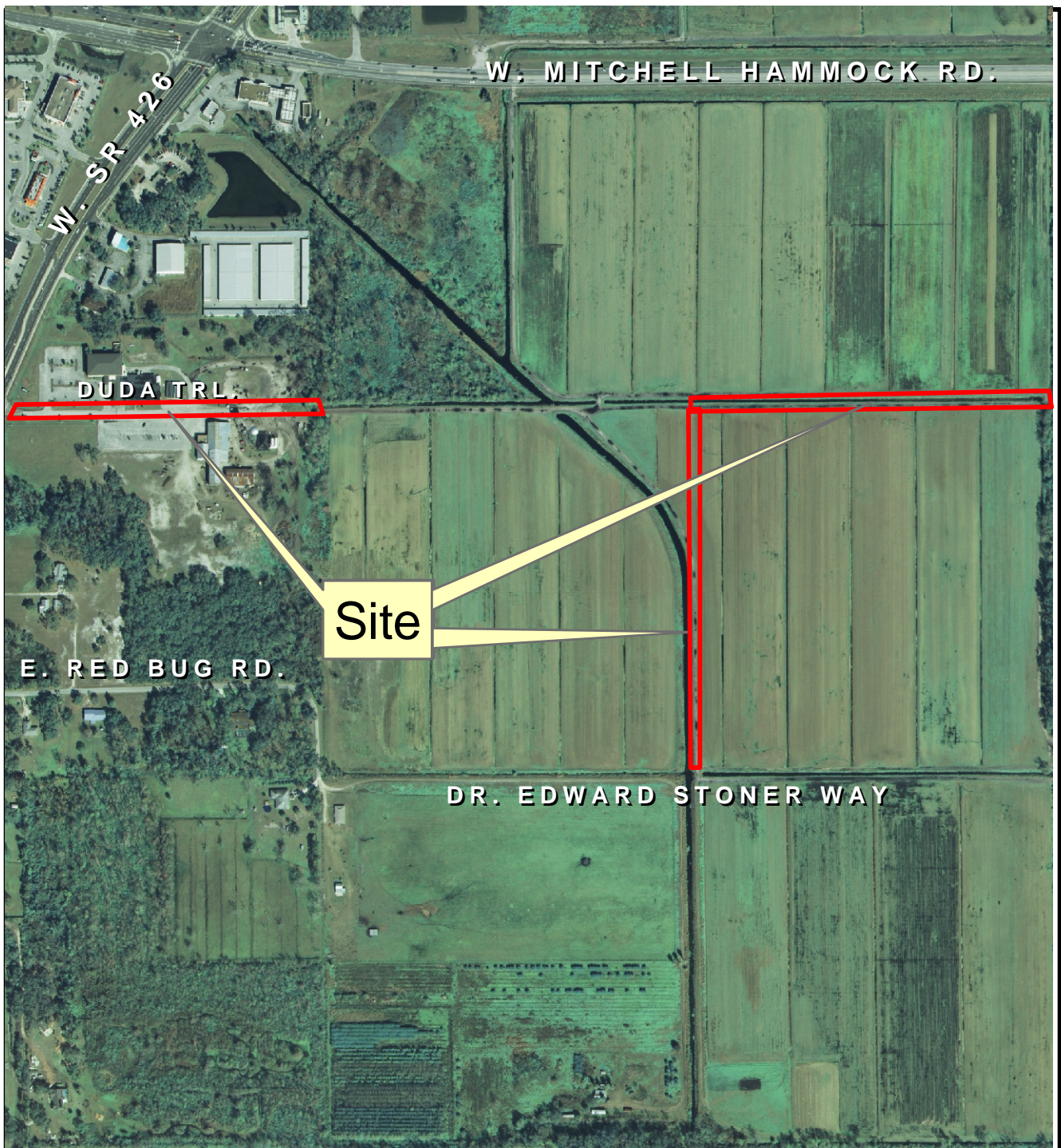
County Attorney Review (Kathleen Furey-Tran)





filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd ***/06

Duda Trail R.O.W. Vacate

EXHIBIT A

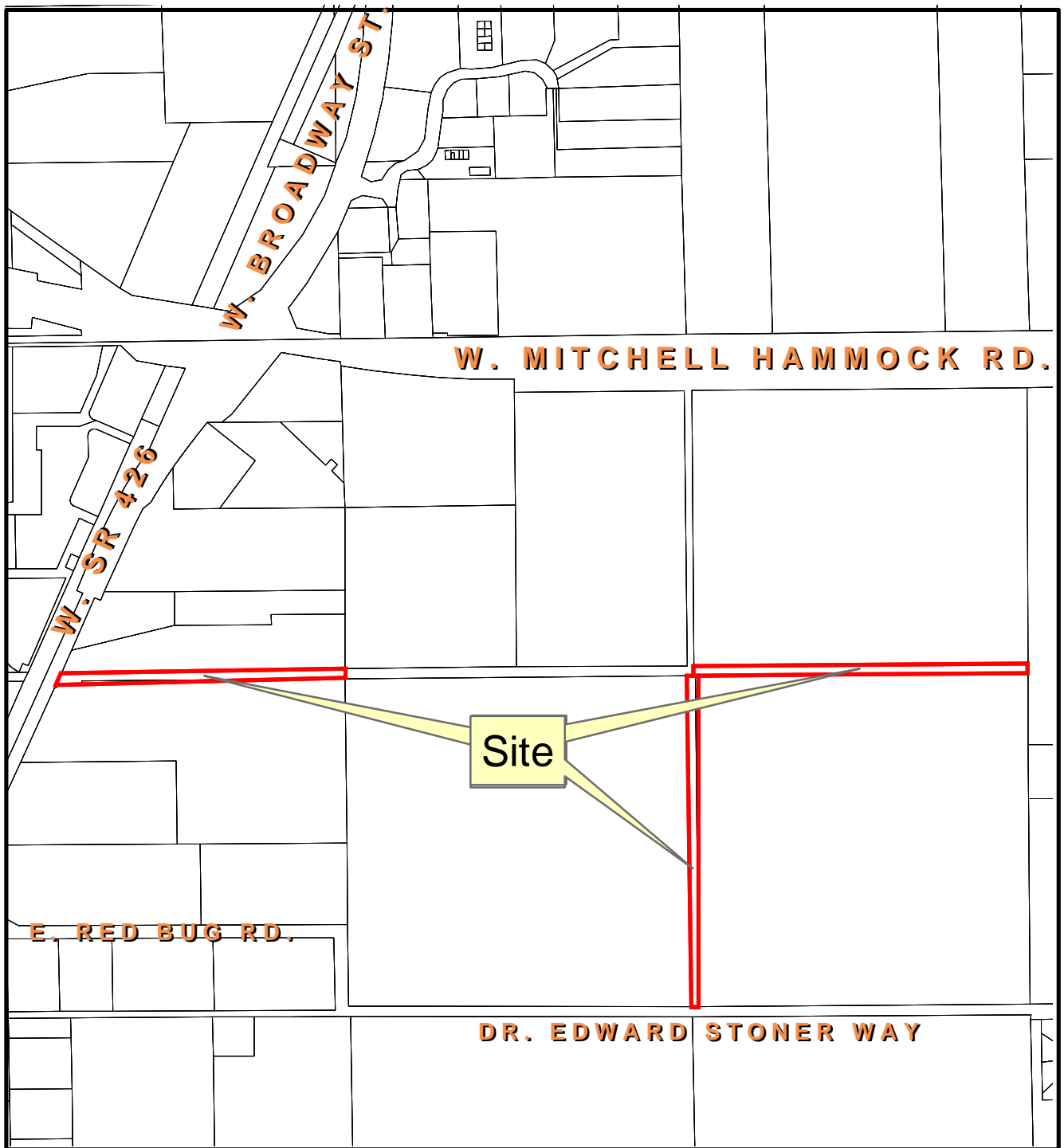


Duda Trail
R.O.W. Vacate

 Parcel
 Subject Property



January 2006 Color Aerials



Duda Trail
R.O.W. Vacate



THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 23rd DAY OF October A.D., 2007.

**RESOLUTION TO VACATE AND ABANDON A
RIGHT-OF-WAY**

Whereas, a Petition was presented on behalf of

A. DUDA & SONS

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:

As described on the Sketch of Description attached as Schedule 1

Subject to:

The applicant voluntarily dedicating drainage and access easements over the existing ditches and the Lightwood-Knot Canal

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 23rd day of October A.D., 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

CARLTON D. HENLEY
CHAIRMAN

LEGAL DESCRIPTION

SCHEDULE 1

LEGAL DESCRIPTION:

THOSE CERTAIN UN-NAMED PLATTED RIGHTS-OF-WAY LYING ADJACENT TO AND SOUTH OF LOTS 22 AND 123; LYING ADJACENT TO AND NORTH OF LOT 125; LYING ADJACENT TO AND EAST OF LOTS 129 AND 130; LYING ADJACENT TO AND SOUTH OF LOTS 132 AND 133; LYING ADJACENT TO AND NORTH OF LOTS 134 AND 135; AND LYING ADJACENT TO AND WEST OF LOTS 135 AND 136, ALL OF THE PLAT OF SLAVIA COLONY COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; LESS THAT PORTION OF THE AFORESAID UN-NAMED RIGHTS-OF-WAY LYING WEST OF THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 426 (ALOMA AVENUE); LYING EAST OF THE SOUTH 10.00 FEET OF SAID LOT 129; LYING WEST OF THE SOUTH 10.00 FEET OF SAID LOT 136; LYING EAST OF THE NORTH 10.00 FEET OF SAID LOT 130; AND LYING WEST OF THE NORTH 10.00 FEET OF SAID LOT 135.

TOGETHER WITH,

THE SOUTH 10.00 FEET OF LOTS 22, 123, 132 AND 133, AND THE NORTH 10.00 FEET OF LOTS 134 AND 135, ALL OF THE PLAT OF SLAVIA COLONY COMPANY'S SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 71, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

THE ABOVE DESCRIBED LANDS LIE IN THE CITY OF OVIEDO, SEMINOLE COUNTY, FLORIDA AND CONTAIN A COMBINED AREA OF 3.357 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- (1) THIS LEGAL DESCRIPTION IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER IDENTIFIED BELOW.
- (2) NO ABSTRACT FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP OR OTHER INSTRUMENTS OF RECORD HAVE BEEN PROVIDED TO THIS FIRM.
- (3) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST. BEING NORTH 00°18'17" WEST.
- (4) THE "LEGAL DESCRIPTION" HEREON HAS BEEN PREPARED BY THE SURVEYOR AT THE CLIENT'S REQUEST.
- (5) THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY, AS SUCH.
- (6) THE DELINEATION OF LANDS SHOWN HEREON IS AS PER THE CLIENT'S INSTRUCTIONS.

REVISED LEGAL DESCRIPTION & SKETCH: 11-16-2006
REVISED LEGAL DESCRIPTION & SKETCH: 11-07-2006
(THIS IS NOT A SURVEY)

SHEET 1 OF 3
SEE SHEET 2 OF 3 FOR SKETCH OF LEGAL DESCRIPTION.

DAVID A. WHITE, P.S.M.
FLORIDA REGISTRATION NO. 1044
PROFESSIONAL ENGINEERING CONSULTANTS, INC.
CERTIFICATE OF AUTHORIZATION NO. LB-3556
DATE OF SIGNATURE: 11-16-2006

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006 PREP BY: P.S. DRAWN BY: J.B. 706080

EXHIBIT C

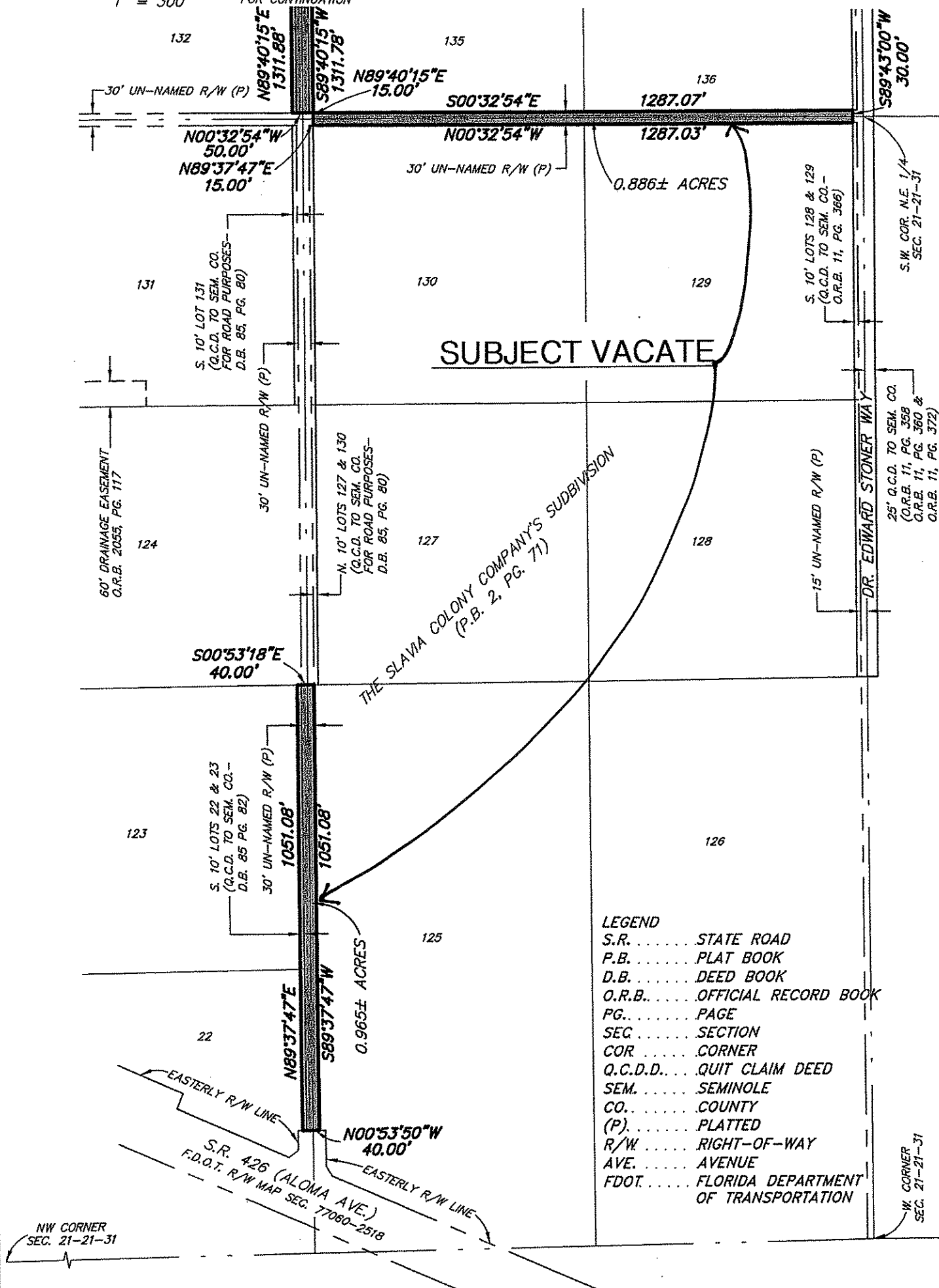
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SKETCH OF DESCRIPTION



SCALE
1" = 300'

SEE SHEET 3 OF 3
FOR CONTINUATION



LEGEND

S.R. STATE ROAD
P.B. PLAT BOOK
D.B. DEED BOOK
O.R.B. OFFICIAL RECORD BOOK
PG. PAGE
SEC. SECTION
COR. CORNER
Q.C.D. QUIT CLAIM DEED
SEM. SEMINOLE
CO. COUNTY
(P) PLATTED
R/W RIGHT-OF-WAY
AVE. AVENUE
F.DOT. FLORIDA DEPARTMENT
OF TRANSPORTATION

REVISED LEGAL DESCRIPTION & SKETCH: 11-16-2006
REVISED LEGAL DESCRIPTION & SKETCH: 11-07-2006
(THIS IS NOT A SURVEY)

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006

PREP BY: P.S.

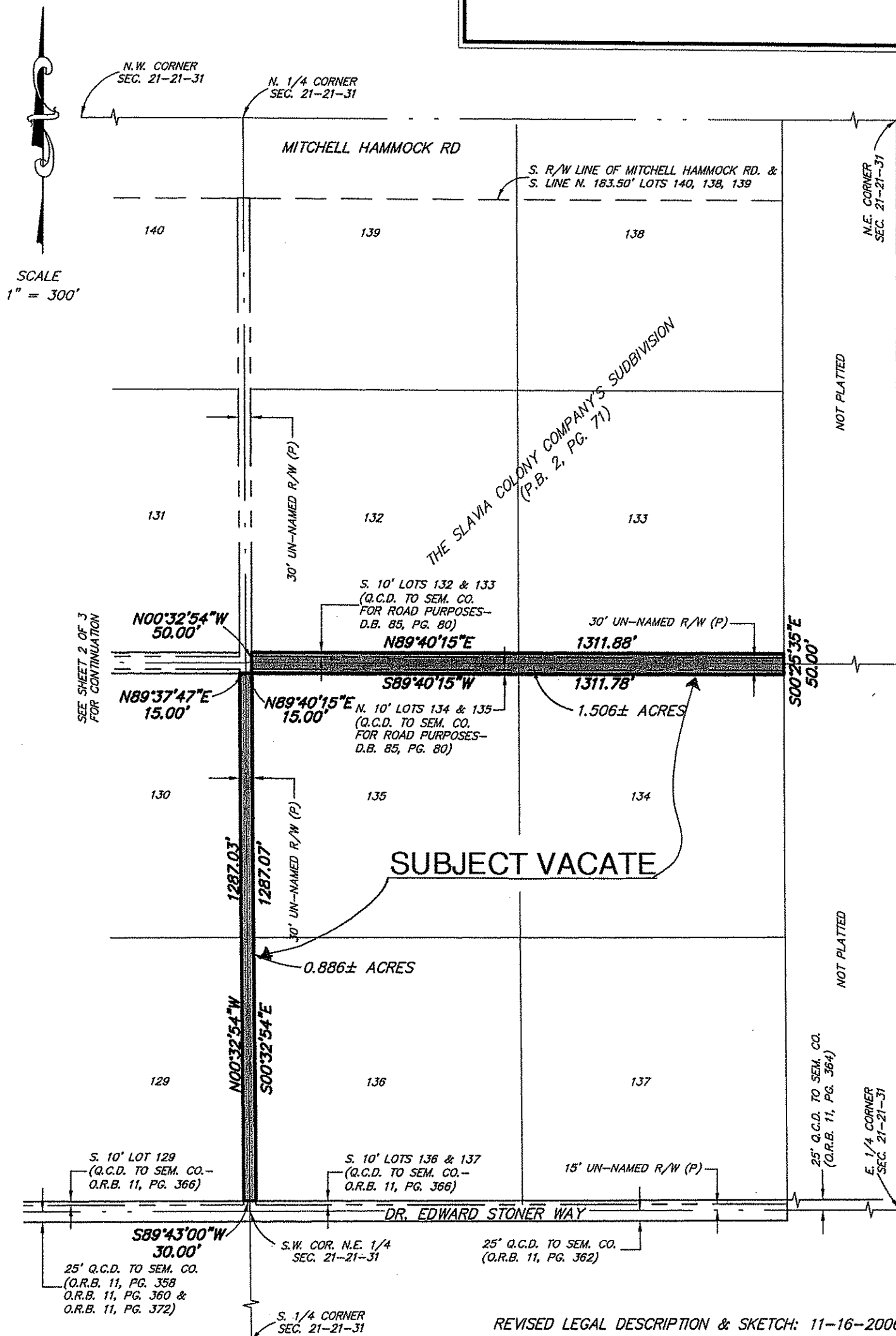
DRAWN BY: J.B.

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EXHIBIT C

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SKETCH OF DESCRIPTION



SHEET 3 OF 3

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES

PEC PROFESSIONAL ENGINEERING CONSULTANTS, INC.
engineers planners surveyors

Suite 1560 Eola Park Centre 200 East Robinson Street Orlando, Florida 32801 407/422-8062

SECTION 21, TOWNSHIP 21 SOUTH, RANGE 31 EAST

DATE: JULY 25, 2006

PREP BY: P.S.

DRAWN BY: J.B.

706080

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This instrument prepared by:
Susan E. Dietrich
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 28th day of August, 2007, by and between A. DUDA & SONS, INC., a Florida for profit corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as the "GRANTOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE and its successors and assigns, a non-exclusive easement and right-of-way for drainage purposes including the right to enter upon, excavate, construct, repair and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes and ditches, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

See sketch and legal description, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Easement Parcel").

The rights granted herein are subject to the requirement that GRANTEE shall be responsible for ensuring that any excavations or other work performed within said easement area shall be performed in such a manner as to protect persons and property from harm or damage, and that upon completion of any necessary work within such excavation, the area shall be refilled, covered and resodded at a level comparable to the condition before the excavation or other work was undertaken. The GRANTEE, as further consideration for this grant of easement, to the extent and within the limits specified by § 768.28, Florida Statutes, shall assume all public liability or other responsibility for the construction, maintenance and operation of said drainage system,

including appurtenant structures, at all times and the GRANTOR shall be held harmless therefrom.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins the above described land.

GRANTEE herein and its successors and assigns shall have the right to clear, keep clear and remove from said Easement Parcel all trees, undergrowth, and other obstructions that may interfere with excavation, operation, maintenance, or repair of the drainage system or any structures installed thereon by the GRANTEE or its successors, and the GRANTOR or its successors, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on said Easement Parcel that may interfere with the excavation, operation, maintenance, or repair of the drainage structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR or its successors recognize and consent to the right of the GRANTEE to remove the fence or other structure from the Easement Parcel without compensation or reimbursement to the GRANTOR or its successors if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the real estate above described; that it has a good and lawful right to convey the said easement and right-of-way and that the same is free from all encumbrances.

This easement is given subject to the express understanding that no part of the cost of construction, operation, maintenance, or repair of the ditch and drainage system shall be assessed against the lands of the GRANTOR, and in the event of any such assessment, the easement granted herein shall cease and terminate and GRANTOR may reenter upon said Easement Parcel free of such easement.

GRANTOR and GRANTEE recognize that in connection with development of the property owned by GRANTOR, a portion of which is included herein as the Easement Parcel, it may become desirable for GRANTOR to relocate the Easement Parcel. GRANTOR and GRANTEE shall coordinate to determine a mutually agreeable easement relocation site, which agreement shall not be unreasonably withheld, subject to the following:

(a) All costs and expenses associated with such relocation shall be borne by GRANTOR or other third party (other than GRANTEE) whom GRANTOR causes to bear such costs and expenses and GRANTEE shall incur no cost or expense therewith; and

(b) The Easement Parcel as so relocated shall continue to provide and accommodate all existing drainage conveyed over, across, through and under said Easement Parcel; and

(c) In the event GRANTOR decides to relocate the Easement Parcel as aforesaid, it shall prepare and furnish to GRANTEE the proposed instrument (the "Relocated Easement Parcel") to relocate the Easement Parcel, together with a surveyor's description and sketch locating, depicting and describing the Relocated Easement Parcel; and

(d) GRANTOR shall comply with applicable Federal, State and local governmental laws, codes, ordinances and permits with regard to said Relocated Easement Parcel prior to relocation of the Easement Parcel; and

(e) There shall be no matters of record affecting the Relocated Easement Parcel which impede or impair the practical utilization of the easement rights as to the Relocated Easement Parcel; and


(f) Any and all improvements in, on or about the Easement Parcel, shall be reconstructed or reinstalled in, on, or about the Relocated Easement Parcel by GRANTOR at its expense, including an appropriate drainage system consisting of pipes and ditches, together with appurtenant drainage structures; and

(g) GRANTOR shall cause the legal instrument evidencing the Relocated Easement Parcel to be recorded in the Public Records of Seminole County, Florida in a timely manner upon execution of said document by GRANTOR and GRANTEE.

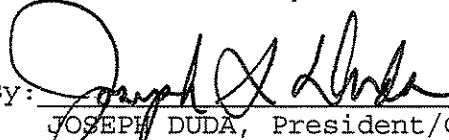
GRANTOR and GRANTEE agree that the GRANTOR reserves unto itself and its assigns and successors in interest and/or title the non-exclusive right to use, pass and repass over and upon the Easement Parcel; to construct, reconstruct, install, maintain, repair and improve access, drainage, utilities and any other temporary or permanent improvements over, under, upon and/or across the Easement Parcel or any part thereof; and the right to otherwise utilize the Easement Parcel for any purpose which does not adversely affect the rights granted hereunder.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and first above written.

ATTEST:


_____, Secretary

A. DUDA & SONS, INC.

By: 

JOSEPH DUDA, President/CEO

[Corporate Seal]

Date: August 28, 2007

[Balance of this page intentionally blank; attestations continue on Page 4]

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2007, by JOSEPH DUDA and TRACY DUDA CHAPMAN, as President/CEO and Secretary, respectively of A. Duda & Sons, Inc., who are personally known to me or who have produced _____ as identification and who did take an oath. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of A. Duda & Sons, Inc.

PATRICE A. BEPLER
Notary Public, State of Florida
My Comm. Exp. March 25, 2011
Comm. No. DD 636973

Patrice A. Bepler
Print Name PATRICE A. BEPLER
Notary Public in and for the County
and State Aforementioned

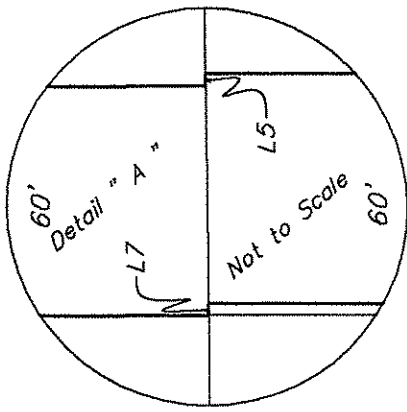
My commission expires: MARCH 25, 2011

Attachment:
Exhibit A - Sketch and Legal Description

SED/lpk
4/25/07 7/3/07
P:\Users\lkennedy\My Documents\Public Works\drainage easement-Duda.doc



SKETCH OF DESCRIPTION



South line of the N 1/2 of the NE 1/4 of the NW 1/4

South line of the N 1/2 of the NW 1/4 of the NE 1/4

THE SLAVIA COLONY COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)

West line of the East 1/2 of the NE 1/4 of the NW 1/4

East line of the West 1/2 of the NW 1/4 of the NE 1/4

East line of the NW 1/4 of the NE 1/4

124

131

132

133

NOT PLATTED

127

130

135

134

THE SLAVIA COLONY COMPANY'S SUBDIVISION
(P.B. 2, PG. 71)

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L4 | 60.00 | S00°42'04"E |
| L5 | 3.00 | N00°31'53"W |
| L6 | 60.00 | S00°24'34"E |
| L7 | 3.00 | N00°31'53"W |

Note: All Lot calculations are to the controlling fractional lines due to pending right-of-way vacates.

SHEET OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

Gary A. Leise

GARY A. LEISE P.L.S. FLA. CERT. # 4723

LEGEND

- | | |
|--------------------------------|----------------------------------|
| △ CENTRAL ANGLE (DELTA) | PB - PLAT BOOK |
| R - RADIUS | PG - PAGE (S) |
| CB - CHORD BEARING | ORB - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD | PCL - PARCEL |
| ○ SET IRON PIN OR PIPE | PC - POINT OF CURVATURE |
| ● FOUND IRON PIN OR PIPE | PT - POINT OF TANGENCY |
| □ SET CONCRETE MONUMENT | PI - POINT OF INTERSECTION |
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| P.O.B. - POINT OF BEGINNING | PRC - POINT OF REVERSE CURVE |
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| R/W - RIGHT OF WAY | F - FIELD |
| D - DEED | C - CALCULATED |
| C/L - CENTERLINE | P/L - PROPERTY LINE |
| UTIL - UTILITY | ESMT - EASEMENT |

FIELD DATE: N/A

DATE: 03-08-07

JOB NAME: 707006A.dwg

SCALE: 1" = 300'

DRAWN BY: G.L.

CHECKED BY: K.B.

07-013

EXHIBIT A

LEGAL DESCRIPTION

That portion of Lots 131, 132 and 133, The Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records, Seminole County, Florida, Lying in Section 21, Township 21 South, Range 31 East

Being more particularly described as follows:

The South 60.00 feet of said Lot 131, when measured at right angles to the South line of the NE 1/4 of the NW 1/4 of said Section 21.

And

The North 60.00 feet of the South 63.00 feet of said Lots 132 and 133, when measured at right angles to the South line of the NW 1/4 of the NE 1/4 of said Section 21.

Containing an aggregate of 2.76 acres more or less.

SHEET 2 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT. 5647

LEGEND

BEARINGS BASED ON : The East line of the NW 1/4, 21-21-31, as
N00°31'53"W

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

FIELD DATE: N/A
DATE: 03-08-07
JOB NAME: 707006A.dwg

SCALE: 1" = 300'
DRAWN BY: G.L.
CHECKED BY: K.B.

This instrument prepared by:
Susan E. Dietrich
County Attorney's Office
Seminole County Government
1101 East First Street
Sanford, FL 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 28th day of August, 2007, by and between A. DUDA & SONS, INC., a Florida for profit corporation, whose address is 1200 Duda Trail, Oviedo, Florida 32765, hereinafter referred to as the "GRANTOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR has granted and conveyed unto said GRANTEE and its successors and assigns, a non-exclusive easement and right-of-way for drainage purposes including the right to enter upon, excavate, construct, repair and maintain, as the GRANTEE and its successors and assigns may deem necessary, a drainage system consisting of pipes and ditches, together with appurtenant drainage structures for the purpose of conveying storm water over, across, through and under land hereinafter described situate in the County of Seminole, State of Florida, to-wit:

See sketch and legal description, attached hereto and incorporated herein as Exhibit "A" (hereinafter referred to as the "Easement Parcel").

The rights granted herein are subject to the requirement that GRANTEE shall be responsible for ensuring that any excavations or other work performed within said easement area shall be performed in such a manner as to protect persons and property from harm or damage, and that upon completion of any necessary work within such excavation, the area shall be refilled, covered and resodded at a level comparable to the condition before the excavation or other work was undertaken. The GRANTEE, as further consideration for this grant of easement, to the extent and within the limits specified by § 768.28, Florida Statutes, shall assume all public liability or other responsibility for the construction, maintenance and operation of said drainage system,

including appurtenant structures, at all times and the GRANTOR shall be held harmless therefrom.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its successors and assigns forever; said easement being for the purpose of permitting drainage of land which adjoins the above described land.

GRANTEE herein and its successors and assigns shall have the right to clear, keep clear and remove from said Easement Parcel all trees, undergrowth, and other obstructions that may interfere with excavation, operation, maintenance, or repair of the drainage system or any structures installed thereon by the GRANTEE or its successors, and the GRANTOR or its successors, agree not to build, construct or create, or permit others to build, construct or create, any buildings or other structures on said Easement Parcel that may interfere with the excavation, operation, maintenance, or repair of the drainage structures installed thereon. Notwithstanding the issuance of any permit to construct a fence or other structure, the GRANTOR or its successors recognize and consent to the right of the GRANTEE to remove the fence or other structure from the Easement Parcel without compensation or reimbursement to the GRANTOR or its successors if the fence or other structure is deemed to impede the purpose or utility of the easement.

GRANTOR does hereby covenant with said GRANTEE, that it is lawfully seized and possessed of the real estate above described; that it has a good and lawful right to convey the said easement and right-of-way and that the same is free from all encumbrances.

This easement is given subject to the express understanding that no part of the cost of construction, operation, maintenance, or repair of the ditch and drainage system shall be assessed against the lands of the GRANTOR, and in the event of any such assessment, the easement granted herein shall cease and terminate and GRANTOR may reenter upon said Easement Parcel free of such easement.

GRANTOR and GRANTEE recognize that in connection with development of the property owned by GRANTOR, a portion of which is included herein as the Easement Parcel, it may become desirable for GRANTOR to relocate the Easement Parcel. GRANTOR and GRANTEE shall coordinate to determine a mutually agreeable easement relocation site, which agreement shall not be unreasonably withheld, subject to the following:

(a) All costs and expenses associated with such relocation shall be borne by GRANTOR or other third party (other than GRANTEE) whom GRANTOR causes to bear such costs and expenses and GRANTEE shall incur no cost or expense therewith; and

(b) The Easement Parcel as so relocated shall continue to provide and accommodate all existing drainage conveyed over, across, through and under said Easement Parcel; and

(c) In the event GRANTOR decides to relocate the Easement Parcel as aforesaid, it shall prepare and furnish to GRANTEE the proposed instrument (the "Relocated Easement Parcel") to relocate the Easement Parcel, together with a surveyor's description and sketch locating, depicting and describing the Relocated Easement Parcel; and

(d) GRANTOR shall comply with applicable Federal, State and local governmental laws, codes, ordinances and permits with regard to said Relocated Easement Parcel prior to relocation of the Easement Parcel; and

(e) There shall be no matters of record affecting the Relocated Easement Parcel which impede or impair the practical utilization of the easement rights as to the Relocated Easement Parcel; and

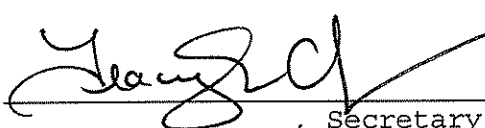
(f) Any and all improvements in, on or about the Easement Parcel, shall be reconstructed or reinstalled in, on, or about the Relocated Easement Parcel by GRANTOR at its expense, including an appropriate drainage system consisting of pipes and ditches, together with appurtenant drainage structures; and

(g) GRANTOR shall cause the legal instrument evidencing the Relocated Easement Parcel to be recorded in the Public Records of Seminole County, Florida in a timely manner upon execution of said document by GRANTOR and GRANTEE.

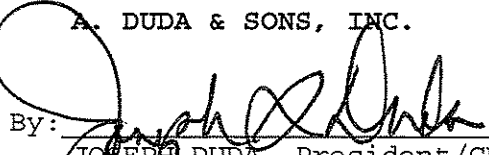
GRANTOR and GRANTEE agree that the GRANTOR reserves unto itself and its assigns and successors in interest and/or title the non-exclusive right to use, pass and repass over and upon the Easement Parcel; to construct, reconstruct, install, maintain, repair and improve access, drainage, utilities and any other temporary or permanent improvements over, under, upon and/or across the Easement Parcel or any part thereof; and the right to otherwise utilize the Easement Parcel for any purpose which does not adversely affect the rights granted hereunder.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and first above written.

ATTEST:


_____, Secretary

[Corporate Seal]

A. DUDA & SONS, INC.
By: 

JOSEPH DUDA, President/CEO

Date: August 28, 2007

[Balance of this page intentionally blank; attestations continue on Page 4]

STATE OF FLORIDA]
COUNTY OF SEMINOLE]

The foregoing instrument was acknowledged before me this 28th day of AUGUST, 2009, by JOSEPH DUDA and TRACY DUDA CHAPMAN, as President/CEO and Secretary, respectively of A. Duda & Sons, Inc., who are personally known to me or who have produced _____ as identification and who did take an oath. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of A. Duda & Sons, Inc.

PATRICE A. BEPLER
Notary Public, State of Florida
My Comm. Exp. March 25, 2011
Comm. No. DD 636973

Patrice A. Bepler

Print Name PATRICE A. BEPLER
Notary Public in and for the County
and State Aforementioned

My commission expires: MARCH 25, 2011

Attachment:

Exhibit A - Sketch and Legal Description

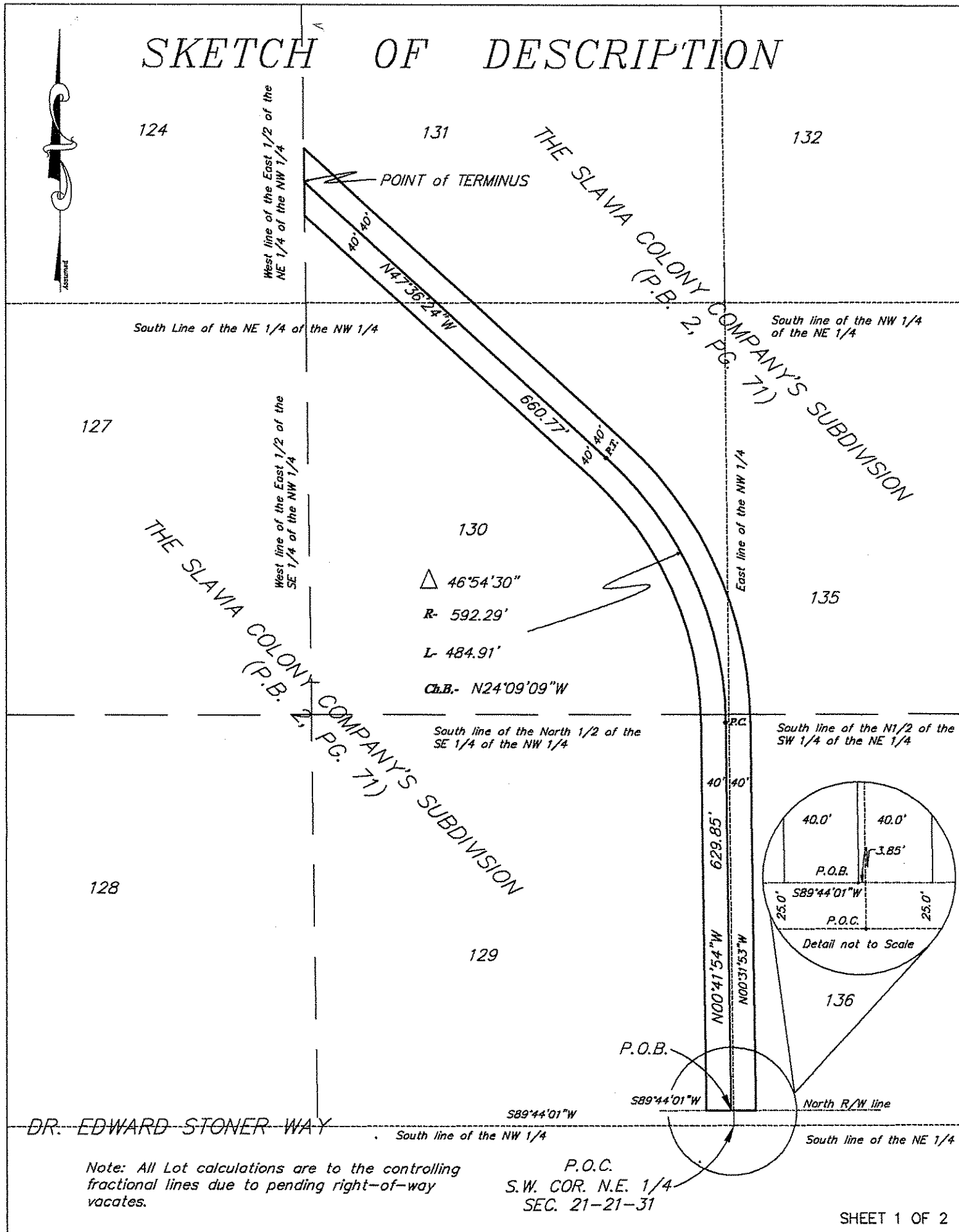
SED/lpk

4/25/07 7/3/07

P:\Users\lkennedy\My Documents\Public Works\drainage easement-Duda.doc



SKETCH OF DESCRIPTION



SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT.5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:

GARY A. LEISE P.L.S. FLA. CERT.# 4723

LEGEND

- | | |
|--------------------------------|----------------------------------|
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| R - RADIUS | PG - PAGE (S) |
| CB - CHORD BEARING | ORB - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD | PCL - PARCEL |
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| C/L - CENTERLINE | P/L - PROPERTY LINE |
| UTIL - UTILITY | ESMT - EASEMENT |

FIELD DATE: N/A

DATE: 03-08-07

JOB NAME: 707006A.dwg

SCALE: 1" = 200'

DRAWN BY: G.L.

CHECKED BY: K. B.

07-013

EXHIBIT A

LEGAL DESCRIPTION

Legal Description

That Portion of: Lots 129, 130, 131, 135, and 136, all of the Plat of Slavia Colony Company's Subdivision, as recorded in Plat Book 2, Page 71, of the Public Records, Seminole County, Florida.

Being more particularly described as follows:

A strip of land 80.00 feet wide, lying 40.00 feet on each side of the following described centerline:

Commence at the Southwest corner of the Northeast 1/4 of Section 21, Township 21 South, Range 31 East; Thence run N00°31'53"W along the east line of the Northwest 1/4 of said Section 21, a distance of 25.00 feet to a point on the north right-of-way line of Dr. Edward Stoner Way; Thence run along said north right-of-way line S89°44'01"W a distance of 3.85 feet to the Point of Beginning of this strip description, the sidelines of said 80.00 foot strip to be lengthened or shortened to terminate on the north right-of-way line of said Dr. Edward Stoner Way; Thence run along said centerline of description N00°41'54"W a distance of 629.85 feet to a Point of Curvature, concave to the southwest, having a radius of 592.29 feet; Thence from a chord bearing of N24°09'09"W, continue Northwesterly along said centerline and the arc of said curve through a central angle of 46°54'30" a distance of 484.91 feet to a Point of Tangency; Thence continue along said centerline, N47°36'24"W a distance of 660.77 feet to the Point of Terminus on the west line of said Lot 131, the sidelines of said 80.00 foot strip to be lengthened or shortened to terminate on the west line of said Lot 131.

Containing 3.26 acres more or less.

SHEET 2 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)323-2500 EXT. 5647

LEGEND

BEARINGS BASED ON : The East line of the Northwest 1/4, Section 21-21-31 as N00°31'53"W

SURVEYOR'S NOTES

- 1. THIS IS NOT A SURVEY.
- 2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
- 3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

| REVISIONS | | | |
|-----------|------|-------------|----|
| | DATE | DESCRIPTION | BY |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

FIELD DATE: N/A
DATE: 03-08-07
JOB NAME: 707006A.dwg

SCALE: 1" = 200'
DRAWN BY: G.L.
CHECKED BY: K. B.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY: **CONTACT:** Lisa Spriggs, Susan Dietrich

EXT: 7172, 5731

MOTION/RECOMMENDATION:

Staff will provide an update of legislative program and activities, including proposals being discussed as part of Special Session 2007D on Property Tax Reform.

County-wide

Lisa Spriggs

BACKGROUND:

Staff will provide an update of legislative program and activities, including proposals being discussed as part of Special Session 2007D on Property Tax Reform.

October 24, 2007 - Seminole County Legislative Delegation Meeting - BCC Chambers 1-5pm

October 12-29, 2007 - Special Legislative Session regarding Property Tax Relief and Reform

March 4, 2008 - Regular 2008 Legislative Session begins

ATTACHMENTS:

1. Florida Legislature Joint Proclamation

| |
|-----------------------------------------------------------|
| Additionally Reviewed By: No additional reviews |
|-----------------------------------------------------------|



KEN PRUITT
President of the Senate

THE FLORIDA LEGISLATURE



MARCO RUBIO
*Speaker of the House of
Representatives*

THE FLORIDA LEGISLATURE JOINT PROCLAMATION

TO THE HONORABLE MEMBERS OF THE FLORIDA SENATE AND
THE FLORIDA HOUSE OF REPRESENTATIVES:

We, Ken Pruitt, President of the Florida Senate, and Marco Rubio, Speaker of the Florida House of Representatives, by virtue of the authority vested in us by Article III, Section 3(c)(2), Florida Constitution, and Section 11.011, Florida Statutes, do hereby proclaim:

Section 1. That the Legislature of the State of Florida is convened in Special Session at the Capitol in Tallahassee, Florida, beginning 10 minutes upon adjournment sine die of Special Session C of the 83rd Legislature since statehood in 1845, and ending at 11:59 pm on Monday, October 29, 2007.

Section 2. That the Legislature of the State of Florida is convened for the sole and exclusive purpose of considering legislation relating to ad valorem taxation to provide the following:

1. An increase in the homestead exemption;
2. Portability for the assessment benefit derived under Article VII, Section 4(c), of the Florida Constitution;
3. A \$25,000 exemption for Tangible Personal Property;
4. A new exemption for first-time homesteaders;
5. A new exemption for low-income seniors;

October 11, 2007

Page 2

6. Changes in the manner of assessment for:
 - a. affordable housing; and
 - b. working waterfronts;
7. Alter the presumption of correctness for certain challenges to property assessments;
8. Election of property appraisers;
9. Limitations on the authority of local governments to increase ad valorem taxes; and
10. A special election on a joint resolution addressing ad valorem taxation.

Section 3. That the committees of either house of the Legislature are authorized to consider legislation within the purview of this proclamation from this date forward.



Ken Pruitt
President, The Florida Senate

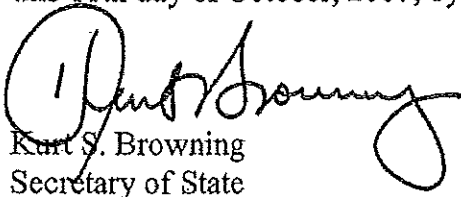
October 11, 2007



Marco Rubio
Speaker, The Florida House of
Representatives
October 11, 2007

2007 OCT 11 PM 4:42
FILED
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

Duly filed with and received by the Florida
Department of State in Tallahassee
this 11th day of October, 2007, by:



Kurt S. Browning
Secretary of State

