

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA  
TUESDAY, OCTOBER 28, 2008  
COUNTY SERVICES BUILDING  
BCC CHAMBERS – ROOM 1028  
1101 EAST FIRST STREET  
SANFORD, FLORIDA**

**Convene BCC Meeting at 9:30 A.M.**

**Opening Ceremonies**

- Invocation
- Pledge of Allegiance

**Awards and Presentations**

1. **Resolution** – Proclaiming November 8, 2008 as Diabetes Awareness Day in Seminole County.
2. **Resolution** – Acknowledging November 15, 2008 as the 90<sup>th</sup> Anniversary of the Sallie Harrison Chapter National Society Daughters of the American Revolution.
3. **Resolution** – Recognizing Ronnie Howard for twenty-six years of dedication and commitment to Seminole County Government and its citizens upon his retirement on October 23, 2008.
4. **Resolution** – Recognizing Glen Akers for ten years of dedication and commitment to Seminole County Government and its citizens upon his retirement on October 24, 2008.
5. **Resolution** – Recognizing Charles Smith, Jr. for ten years of dedication and commitment to Seminole County Government and its citizens upon his retirement on October 31, 2008.

**Consent Agenda**

**County Manager's Consent Agenda (Items No. 6 - 31)**

**County Managers Office**

6. Approve and authorize the Chairman to execute a contract between Seminole County Government and Seminole County Professional Firefighters, Local 3254. (Joe Forte)
7. Approve an amendment to the County Administrative Code to move the functions and job responsibilities of the Community Redevelopment Area from Section 16, Economic Development Department to Section 30, Planning and Development Department. (Cynthia Coto)

## **Administrative Services**

### ***Purchasing and Contracts***

8. Assignment of IFB-3092-04/JVP - Term Contract for EMS Supplies and Minor Equipment, from Tri-Anim Healthcare Services to Bound Tree Medical, LLC, Ohio. (Ray Hooper)
9. Approve Change Order #2 to CC-2945-07/VFT with C & C Site Development, Inc of Osteen, Florida, in the amount of \$42,440.63, to provide for a second jack & bore which requires additional relocation of existing underground utilities including electric, telephone and a wastewater force main. (Ray Hooper)
10. Approve Change Order #4 to CC-2167-07/BHJ with Prime Construction Group, Inc. of Orlando, Florida, in the amount of \$92,846.18, to provide for conflict resolution with existing utilities, additional safety measures for the traveling public and a thirty-five (35) day increase to Final Completion. (Ray Hooper)
11. Approve ranking list and authorize staff to negotiate rates for PS-3556-08/JVP - Engineering Study and Design Services for SR 419-Snow Hill Road to the Orange County Line with Professional Engineering Consultants, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement). (Ray Hooper)

### ***Support Services***

12. Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-503-0D00-0020, a vacant lot consisting of a total of .41 acre for a purchase price of \$88,000.00, owned by Willie and Burney Stevens, 714 West 109th Place, Los Angeles, CA 90044. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02). District 4 – Henley (Meloney Lung)
13. Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-504-0B00-0010, a vacant lot consisting of a total of .65 acre for the purchase price of \$153,500.00, owned by Kathleen E. House, Personal Representative for the Estate of Margaret Solomon, 4190 Lake Harney Circle, Geneva, FL 32732. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02). District 4 - Henley (Meloney Lung)
14. Approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for vacant lots 83 and 84 of Parcel # 31-19-30-502-0000-0770, owned by Torben and Rebecca Abbott, 118 Crown Oaks Way, Longwood, FL 32779 for a purchase price of \$94,000.00, to be used as part of the Markham Water Treatment Plant Expansion Project (CIP # 216701). District 5 - Carey (Meloney Lung)

## **Community Services**

### ***Community Assistance***

15. Authorize Community Assistance Division and the Affordable Housing Advisory Committee (AHAC) staff to advertise and conduct a public hearing on Monday, November 10, 2008 to solicit and obtain public comment on the recommendations of the AHAC. (Buddy Balagia)

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

## **Economic Development**

### ***Operations***

17. Adopt a Resolution approving the issuance of industrial development revenue bonds not to exceed \$65,000,000.00 for the purpose of financing the acquisition, construction, renovation, improvement and equipping of social service and education centers. Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole county and the Orange County Industrial Development Authority. (William McDermott)
18. Approve and authorize the Chairman to execute pledge commitment to the Seminole Community College (SCC) Foundation in the amount of \$150,000.00 for services provided through the Small Business Development Center and the Seminole Technology Business Incubation Center located at the Port of Sanford. (William McDermott)

### ***Tourism Development***

19. Authorize scheduling and advertising of two (2) Public Hearings: First Public Hearing to be held on November 18, 2008 and the Second Public Hearing to be held on December 9, 2008 for proposed Ordinances amending Seminole County Code authorizing an additional two percent (2%) tourist development tax; authorize waiver of Economic Impact Statement delineating the fiscal impact on citizens as a result of the proposed Ordinance. (William McDermott)

## **Environmental Services**

### ***Business Office***

20. Approve the Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas). District 5 - Carey (Bob Briggs)

## **Fiscal Services**

### ***Administration – Fiscal Services***

21. Approve and authorize the Chairman to execute a grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$98,726.00 in funds through their EMPA Base Grant Program. (Jennifer Bero, Alan Harris)

### ***Budget***

22. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-03 through the Public Safety Grants Fund in the amount of \$21,507.00 to increase funding for the Emergency Management Performance Grant program. (Lin Polk)

23. Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-04 (FY 2008/09) through the Water & Sewer Bonds, Series 2006 fund in the amount of \$1,250,000.00 in order to create and fund CIP 00283001W (Aloma Ave./SR 436-Red Bug Road Flyover Force Main Relocation) project. (Lin Polk)

***MSBU***

24. Approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the Lake Myrtle Restoration MSBU assessment has been received in full. OWNER LEGAL DESCRIPTION HILLIS JENIFER M LEG LOT 19 MYRTLE LAKE HILLS PB 13 PG 9 PID 25-20-29-501-0000-0190 1041 TWIN LAKES RD LONGWOOD FL 32750 District 4 - Henley (Kathy Moore)

**Leisure Services**

***Greenways and Natural Lands***

25. Approve the naming of the County's Natural Land property presently known as the Crockett property as "Lake Harney Wilderness Area". District 2 - McLean , District 5 - Carey (Jim Duby)
26. Approve and authorize the Chairman to execute the attached Contract Renewal, as prepared by the Florida Department of Transportation (FDOT) for Memorandum of Agreement No. AOH61 allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by FDOT at the S.R. 17-92/I-4 on/off ramps. District 5 - Carey (Bryan Nipe)

**Library Services**

***Administration – Library Services***

27. Approve and authorize the Chairman to execute an agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$127,694.00 reflecting \$.30 per capita funding approved by the Board of County Commissioners as part of the 2008/09 budget. (Jane Peterson)

**Planning and Development**

***Development Review***

28. Approve and authorize the Chairman to execute the final plat for Terracina At Lake Forest Second Amendment, containing 27 townhome lots on a 13.92 acre parcel zoned PUD (Planned Unit Development), located on the north side of SR 46 at the intersection of International Parkway, and approximately 1¼ mile west of I-4, in Section 30, Township 19 S, Range 30 E (Taylor Morrison of Florida, Inc., applicant). District 5 - Carey (Cynthia Sweet)

***Planning***

29. Approve and authorize the Chairman to execute the attached "Seminole County/ METROPLAN ORLANDO (Urban Area Metropolitan Planning Organization) FY 2008 - 2009 Funding Agreement" for the amount of \$205,805.00. (Dick Boyer)



## **Public Safety**

### ***Administration – Public Safety***

30. Approve and authorize the Chairman to execute the amendment of the Cooperative Agreement between the Department of Agriculture and Consumer Services Division of Forestry and Seminole County, Contract No. 1938. (Tad Stone)

## **Public Works**

### ***Roads - Stormwater***

31. Approve and authorize the Chairman to execute the second five-year Joint Participation Agreement (JPA) between FDOT-District 5 and Seminole County to provide funding to Seminole County for National Pollutant Discharge Elimination System (NPDES) Permit compliance. (Kim Ornberg)

## **County Attorney's Consent Agenda (Items No. 32 - 34)**

### **County Attorney's Office**

#### ***Litigation***

32. **Robinson Property** - Approve proposed pre-trial settlement relating to Parcel Number 123 on the County Road 15 road improvement project. The proposed settlement is at the total sum of \$169,928.25 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. Judge Dickey. District 5 – Carey (Robert A. McMillan)
33. **Waddle Property** - Approve proposed mediated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$70,000.00 inclusive of all compensation to the owners, attorney fees, statutory interest and all costs except for the appraiser's fee. Judge Dickey. District 5 – Carey (Robert A. McMillan)

#### ***Property Acquisition***

34. **Execute Subordination of Utility Interest Agreement** - Subordination of Utility Interest Agreement (Parcel Numbers 100B, 130, and 145A/145B/745) between Seminole County and Florida Power & Light Company, in conjunction with the County Road 15 road improvement project. District 5 - Carey (Robert A. McMillan)

## **Constitutional Officers Consent Agenda (Items No. 35 - 36)**

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

35. Approval of Expenditure Approval Lists dated September 22, 29 & October 6, 2008; and Payroll Approval Lists dated October 2, 2008; and BCC Minutes dated September 23, 2008; Clerk's "Received and Filed" - for information only. (Dave Godwin)

### **Sheriff's Office (Donald Eslinger, Sheriff)**

36. **Budget Amendment Resolution** - Board of County Commissioners' approval of the attached BAR #09-05 re-budgeting \$841,187.00 in prior year unexpended grant funds to the Sheriff's Office FY2008/09 budget. (Penny Fleming)

### **County Attorney Briefing**

### **County Manager's Briefing**

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

### **Chairman's Report**

### **District Commissioner's/Committee Reports**

### **County Manager's Report**

### **Items for future Agenda – Commission, Staff, or Citizens**

### **Adjourn BCC Meeting**

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

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



**RESOLUTION**

**THE BOARD OF COUNTY COMMISSIONERS ADOPTED  
THE FOLLOWING RESOLUTION AT THEIR REGULAR  
MEETING ON THE 28<sup>th</sup> of OCTOBER, A.D., 2008.**

**WHEREAS**, diabetes is a disease associated with high levels of blood glucose, which can cause serious health complications including heart disease, blindness, kidney failure and lower-extremity amputations; and

**WHEREAS**, in June 2008, the Center for Disease Control (CDC) reported that diabetes now affects nearly 24 million people in the Country, which is an increase of more than 3 million in approximately two years; and

**WHEREAS**, another 57 million people are estimated to have pre-diabetes, a condition that puts people at increased risk for diabetes; and

**WHEREAS**, diabetes is the seventh leading cause of death in the United States; and

**WHEREAS**, among adults, 25 percent of the population 60 years and older had diabetes in 2007. And, as in previous years, disparities exist among ethnic groups and minority populations including Native Americans, African Americans and Hispanics. Diabetes was the highest among Native Americans and Alaska Natives (16.5 percent). This was followed by African Americans (11.8 percent) and Hispanics (10.4 percent). By comparison, the rate for Asian Americans was 7.5 percent with Caucasians at 6.6 percent; and

**WHEREAS**, through the Center for Disease Control, Division of Diabetes Translation, diabetes education is provided to improve the treatment and outcomes for people with diabetes, promote early diagnosis, and prevent or delay the onset of diabetes.

**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, proclaiming November 8, 2008 as

**“Diabetes Awareness Day in Seminole County”**

**ADOPTED**, this 28<sup>th</sup> day of October, A.D. 2008.

ATTEST:

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

\_\_\_\_\_  
Brenda Carey, 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 28<sup>TH</sup> DAY OF OCTOBER, 2008**

**WHEREAS**, the Sallie Harrison Chapter of the National Society Daughters of the American Revolution, a volunteer service organization dedicated to patriotism, education and historic preservation, was organized November 15, 1918; and

**WHEREAS**, the organizing Regent, Elizabeth Harrison Starling, whose Revolutionary ancestor was Edward Harrison of Georgia, named the chapter in honor of his oldest daughter Sallie Harrison; and

**WHEREAS**, the chapter began immediately with war relief by collecting funds for a Liberty Loan and the Tilloloy Fund, and in 1918 funds were donated to purchase aspirin tablets being sent to seven hospitals in England and France; and

**WHEREAS**, educational projects were begun in the 1920's, placing Flag Codes and Constitutions in area schools. The chapter also collected and sent Indian-head pennies to Indian schools; and

**WHEREAS**, in the 1930's, the chapter sponsored essay contests in Seminole County schools, and began sponsorship of a "Children of the American Revolution" society. The chapter helped establish Founder's Day for Sanford and began placing historical plaques in the city and county; and

**WHEREAS**, during World War II in the 1940's, members held positions with the American Red Cross, Ration Board and USO, in addition to knitting and rolling bandages; and

**WHEREAS**, in 1952, the chapter began raising funds to build a replica of General Sanford's library and with the assistance of other organizations, the Henry Shelton Sanford Memorial Library and Museum was built in 1956; today it is known as the Sanford Museum; and

**WHEREAS**, Billy Cypress, a Seminole Indian, who completed college with a DAR scholarship, and served in the Army during the Vietnam Conflict, was honored by the chapter. In 1968 the chapter celebrated their 50<sup>th</sup> Anniversary. Two charter members were present, Mrs. W. J. Thigpen and Mrs. Claire Walker Kent; and

**WHEREAS**, in 1973, the chapter received a citation for outstanding accomplishment in all areas of DAR work and attained recognition on the Gold Honor Roll from NSDAR. In 1976, two charter members, Zoe Munson and Fannie Reba Munson, attended the September meeting; and

**WHEREAS**, a chapter sponsored student from Seminole High School won a DAR scholarship for Occupational Therapy in 1980. The chapter placed on loan items to the Museum of Seminole County History; and

**WHEREAS**, during the 1990's, the chapter rededicated historical plaques to correct misspellings. In celebrating the 75<sup>th</sup> anniversary of the chapter, a tree was planted at the Sanford Museum; and

**WHEREAS**, serving in the 21<sup>st</sup> century, the chapter is dedicated to patriotism, education and historic preservation. It is a privilege to honor and support veterans and troops in the U. S. Armed Services. The chapter has also welcomed new citizens by hosting U. S. Naturalization Ceremonies in Sanford.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Seminole County, Florida, hereby proclaim that it is an honor to recognize the 90<sup>th</sup> Anniversary of the founding of the Sallie Harrison Chapter of the National Society Daughters of the American Revolution, and congratulate and thank members both current and past, for the service they have given to Seminole County.

**ADOPTED** this 28<sup>th</sup> day of October, 2008



**ATTEST:**

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

\_\_\_\_\_  
Brenda Carey, Chairman  
Board of County Commissioners



RESOLUTION NO. 2008-R-\_\_\_\_\_

**THE FOLLOWING RESOLUTION WAS ADOPTED  
AT THE REGULAR MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,  
FLORIDA ON THE 28<sup>th</sup> DAY OF OCTOBER, A.D., 2008**

**WHEREAS, Ronnie Howard** began his employment with Seminole County on May 10, 1982; and

**WHEREAS, Ronnie Howard** retired effective October 23, 2008, after twenty-six (26) years of employment with Seminole County; his most recent position being Equipment Operator II in the Roads-Stormwater Division of the Public Works Department, and

**WHEREAS,** the Board of County Commissioners of Seminole County wishes to express its appreciation to **Ronnie Howard** 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 **Ronnie Howard**, and commends him for his dedication and commitment to the job.

**BE IT FURTHER RESOLVED** that this Retirement Resolution be presented to **Ronnie Howard**, 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 28<sup>th</sup> day of October, A.D., 2008.

**ATTEST:**

\_\_\_\_\_  
Maryanne Morse, Clerk to the  
Board of County Commissioners  
In and for the County of Seminole  
State of Florida

\_\_\_\_\_  
Brenda Carey, Chairman  
Board of County Commissioners





**RESOLUTION NO. 2008-R-\_\_\_\_\_**

**THE FOLLOWING RESOLUTION WAS ADOPTED  
AT THE REGULAR MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,  
FLORIDA ON THE 28<sup>th</sup> DAY OF OCTOBER, A.D., 2008**

**WHEREAS, Glen Akers** began his employment with Seminole County on May 18, 1998; and

**WHEREAS, Glen Akers** retired effective October 24, 2008, after ten (10) years of employment with Seminole County, his most recent position being Equipment Operator I in the Roads-Stormwater Division of the Public Works Department; and

**WHEREAS,** the Board of County Commissioners of Seminole County wishes to express its appreciation to **Glen Akers** 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 **Glen Akers**, and commends him for his dedication and commitment to the job.

**BE IT FURTHER RESOLVED** that this Retirement Resolution be presented to **Glen Akers**, 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 28<sup>th</sup> day of October, A.D., 2008.

**ATTEST:**

\_\_\_\_\_  
Maryanne Morse, Clerk to the  
Board of County Commissioners  
In and for the County of Seminole  
State of Florida

\_\_\_\_\_  
Brenda Carey, Chairman  
Board of County Commissioners



**RESOLUTION NO. 2008-R-\_\_\_\_\_**

**THE FOLLOWING RESOLUTION WAS ADOPTED  
AT THE REGULAR MEETING OF THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,  
FLORIDA ON THE 28<sup>th</sup> DAY OF OCTOBER, A.D., 2008**

**WHEREAS, Charles Smith, Jr.**, currently a Crew Chief in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on April 27, 1998; and

**WHEREAS, Charles Smith, Jr.** will retire effective October 31, 2008, after ten (10) years of employment with Seminole; and

**WHEREAS**, the Board of County Commissioners of Seminole County wishes to express its appreciation to **Charles Smith, Jr.** 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 **Charles Smith, Jr.**, and commends him for his dedication and commitment to the job.

**BE IT FURTHER RESOLVED** that this Retirement Resolution be presented to **Charles Smith, Jr.**, 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 28<sup>th</sup> day of October, A.D., 2008.

**ATTEST:**

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

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Brenda Carey, Chairman  
Board of County Commissioners



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Contract Between Seminole County Government and Seminole County Professional Firefighters, Local 3254

**DEPARTMENT:** County Manager Office

**DIVISION:**

**AUTHORIZED BY:** Cindy Coto

**CONTACT:** Joe Forte

**EXT:** 7212

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a contract between Seminole County Government and Seminole County Professional Firefighters, Local 3254.

County-wide

Joe Forte

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**BACKGROUND:**

On October 21, 2008, Firefighters Local 3254 approved the Contract for a one year period through September 30, 2009. The key elements within the Contract are as follows:

- An average 4% salary adjustment to salaries, effective October 1, 2008
- Revisions to the Overtime/Telestaff Procedures to include scheduling requirements and provide flexibility in scheduling requirements (see attached operations procedures)

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a contract between Seminole County Government and Seminole County Professional Firefighters, Local 3254.

**ATTACHMENTS:**

1. Overtime Procedure

<b>Additionally Reviewed By:</b> No additional reviews
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**Title: Overtime/Telestaff Procedures**

Controller: D/C Carter

Origination Date: 1/86

Revision Date:

[10/16/200810/16/200810/16/200810/2/2008](#)

Approved by: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**Purpose**

To insure adequate numbers of personnel are on duty to meet Division operational requirements and to insure a consistent policy for the hiring of off duty personnel is utilized.

**History**

The Seminole County Fire Department has tried to maintain a fair and consistent procedure for hiring back personnel for overtime. In an effort to help with this consistency, a program called TeleStaff was purchased. This program allows the Department the ability to insure that units are adequately staffed and that the overtime called is completely fairly and consistently.

**Procedure**

A. Two lists will be maintained for overtime calling. The two lists will consist of a list for Lieutenants and a list for Firefighters that includes Firefighters with Paramedic specialization. Employees will be listed by seniority. Overtime selection will be determined by the employee's seniority ranking on the list and the number of check marks or other designations the employee has accumulated.

B. Utilization of overtime will be position for position.

Lieutenant for Lieutenant.

Firefighter/Paramedic for Firefighter/Paramedic.

Firefighter for Firefighter.

The exception to the above practice will be as follows. In the event there are no available Firefighter Paramedics "volunteering" for overtime to fill an available vacancy, and to avoid ordering in a Firefighter Paramedic, a Firefighter Paramedic may then be floated and a Firefighter volunteering to work overtime can be hired to fill the Firefighter Paramedic vacancy, providing there is a Lieutenant Paramedic assigned to the unit to maintain advanced life support capabilities.

C. Arranging overtime will be the responsibility of a designated Battalion Chief or Chiefs utilizing an automated staffing and overtime program currently identified as TeleStaff. Other personnel can be assigned the task of making phone calls or other attempts to contact personnel for the purpose of filling vacancies with overtime. When possible, TeleStaff will fill forecasted leave vacancies and contact affected personnel between 1700 and 2200 hours.

D. For the purposes of this overtime procedure, scheduled leave is approved leave that was requested prior to 1700 hours the ~~shiftealendar day~~ before the affected shift. Unscheduled leave is leave that is requested and approved at or after 1700 hours the ~~shiftealendar day~~ before the affected shift.

Approved leave including Time Trades, placed on the calendar will not be allowed to be removed after 1700 hrs the shift prior to the next regularly scheduled shift if an anti-signup code is used. If an anti-signup code is not used, leave on the calendar may be removed up to 1700 hrs the calendar day before the affected shift.

E. TeleStaff will review for approval any request for leave submitted after the forecasted leave limit has been reached at least thirty (30) days in advance of the affected shift and continue to review requests up to the affected shift.

F. Employees desiring to work overtime will sign in or dial into TeleStaff and place their name on the appropriate volunteer list for the shift or the period of a shift they wish to work overtime. Sign up must be accomplished prior to 1700 the calendar day before the affected shift. The employee by signing up for volunteer overtime agrees to work when contacted. If the employee is offered an assignment of more than 12 hours the member will receive a check mark. Employee can be excused from working if it is determined the employee is sick. The employee must contact the appropriate Battalion Chief if this occurs.

G. Scheduled leave vacancies will be filled from the volunteer overtime list based on the vacant position and the appropriate overtime calling list. If there are more people on the list than vacancies the personnel not selected can be used to fill vacancies as a result of unscheduled leave. Vacancies not filled by the volunteer list will be filled by using the appropriate order in list.



H. Bargaining unit members shall not be “ordered in” when he or she is off duty on approved scheduled leave or an approved time trade the first twelve (12) hours or more of their next shift or were off duty on approved scheduled leave or approved time trade the last twelve (12) hours or more of their previous shift. It shall be the bargaining unit member’s responsibility to use the “anti-signup” work code in TeleStaff to prevent TeleStaff from ordering them to work overtime. When the “anti-signup” work code is utilized the bargaining unit member shall use at least (12) hours of leave or time trade their next scheduled shift. If the “anti-signup” work code is not utilized the bargaining unit member may cancel their leave by 1700 the day before their scheduled shift. When scheduling sick leave/medical leave, (24) hours must be used by the bargaining unit member (for each occurrence) before they are eligible to utilize the “anti-signup” work code. Failure of the employee to use the “anti-signup” work code will require the employee to work overtime if contacted by Telestaff. In the event of a TeleStaff server failure and the employee is contacted by a Battalion Chief or designee, it is the employee’s responsibility to inform the caller that he or she is on approved leave/time trade or will be on approved leave/time trade that meets the requirements of this section and has utilized the Anti-Signup work code.

~~Bargaining unit members shall not be “ordered in” when he or she is off duty on approved scheduled leave or an approved time trade the first eight (8) hours or more of their next shift or were off duty on approved scheduled leave or approved time trade the last twelve (12) hours or more of their previous shift. It shall be the bargaining unit member’s responsibility to use the “anti-signup” work code for approved scheduled forecasted leave, including Time Trades in TeleStaff to prevent TeleStaff from ordering them to work overtime. Failure of the employee to use the “anti-signup” work code will require the employee to work overtime if contacted by Telestaff. In the event of a TeleStaff server failure and the employee is contacted by a Battalion Chief or designee, it is the employee’s responsibility to inform the caller that he or she is on approved leave/time trade or will be on approved leave/time trade that meets the requirements of this section and has utilized the Anti-Signup work code.~~

I. If overtime is being acquired to cover unscheduled leave in the morning prior to shift change the TeleStaff program will fill the vacancy following the same procedure as the night before. The voluntary overtime list will be used and if the vacancy cannot be filled the order in overtime list will be used and contacts will be attempted until someone is located to work.

J. There will be two lists for order in purposes. Order in lists will include all eligible personnel by position in reverse seniority and with off going shift personnel at the top.

K. Once an overtime assignment has been accepted or assigned the employee is responsible for insuring the work assignment is fulfilled. The only exception will be an emergency as determined at the discretion of the appropriate Battalion Chief or the scheduled employee arranges for an equally qualified employee to work the overtime assignment. Employees may split shifts or give the entire shift to another employee.

L. When calling for scheduled leave overtime TeleStaff, Battalion Chief or designee will leave a message with whoever answers the phone or on an answering machine. It will be the employee's responsibility to confirm receiving the information by contacting TeleStaff by 2100 hours. If TeleStaff is not contacted the vacancy will be added to the vacancy list for the next calling period.

M. Vacancies occurring during a shift will be filled using the unscheduled leave overtime procedure. Depending on what the operational needs are the vacancies that are anticipated to be four (4) hours or less and/or vacancies occurring after 2200 hours may not be filled.

N. Overtime to fill vacancies on a designated County holiday will be filled from the volunteer overtime list by selecting the employee with the most checks and greatest seniority. Non-shift personnel will not be eligible to work overtime on a County holiday or County designated holiday except for a recall.

O. Employee's who volunteered to work overtime and failed to contact TeleStaff will be assessed a penalty of one (1) checkmark and removal from the volunteer list for a period of one (1) week.

P. Exceptions:

1. On duty personnel unable to sign on to TeleStaff in the morning due to an alarm will have the assessed penalty removed.
2. Volunteers assessed a penalty while reporting for work will have the assessed penalty removed.

Q. Priority Hiring

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1. Priority hiring may be needed to maintain service levels and operational capabilities for specialized units and/or teams. Every attempt will be made to follow the first up procedure as closely as possible. Priority hiring will be done with the approval of the on shift Division Chief.

The maximum number of personnel allowed to be on the below types of Forecasted Leave at any one time will be twenty four (24). A maximum of 10 may be Lieutenants.  
The types of leave that are included in the ~~forecasted~~ leave limits include the following:

- Annual Leave
- Paid Time Off
- Personal Day (Birthday)
- Work Life Day
- Service Recognition Day
- Leave Earned Pursuant to the Employee Recognition Program

The types of leave exempt from the limits set forth in Article XVIII (18) Forecasted Leave Policy and Procedures are:

- Bereavement Leave
- Military Leave
- Jury Duty
- Workers Compensation Leave
- Medical Leave
- Sick Leave
- Maternity Leave
- Leave requested and approved under the auspices of the Family and Medical Leave Act
- Time off to Vote
- Witness Duty
- Other Paid Leaves

Members shall request leave, following current procedures for leave request, identifying the leave type and amount of leave.

Three alpha characters will be used to identify the type of leave and document whether the leave was scheduled or unscheduled.

	Scheduled Leave	Unscheduled Leave
Annual Leave	ALS	ALU
Sick Leave	SLS	SLU
Paid Time Off	PTO	PTU
PTO for Medical Reasons	MED	MEU
Personal Day (Birthday)	BDY	BDU
Work Life Day	WLD	WLU
Service Recognition Holiday	SRH	SRU
Military Leave	MIL	MIU
Jury Duty	JUR	JUU
Leave with Pay	LWP	LWU
Bereavement Leave	BER	

Bereavement Leave will always be considered Scheduled Leave.

When an employee submits a request for bereavement leave and the leave is approved the time will be deducted from the employee's bereavement leave account for immediate family as defined in current personnel policies. Time used in excess of eligible bereavement leave time or for family members not included in current personnel policies, but included in the following list, will be deducted from employee's **Sick Leave** account.

Aunt	Grandmother	Son
Brother	Guardian	Son-in-Law
Brother-in-Law	Half Brother	Stepbrother
Daughter	Half Sister	Stepdaughter
Daughter-in-Law	Husband	Stepfather
Father	Mother	Stepmother
Father-in-Law	Mother-in-Law	Stepsister
First Cousin	Nephew	Stepson
Foster Child	Niece	Uncle
Grandchild	Sister	Ward of Employee
Grandfather	Sister-in-Law	Wife

Usage of more than 4 unscheduled leave occurrences ~~will~~may affect a member's performance evaluation. Utilization of scheduled leave and ~~approved~~ time trade agreements will not ~~directly~~ affect member's performance evaluation.

More than four occurrences of unscheduled leave will require documentation verifying the reason for the fifth unscheduled leave occurrence.

~~Documentation will be required, for a three-month period, if member experiences more than six incidents, of unscheduled leave, within a 12-month period. An incident is anytime unscheduled leave is utilized.~~

~~Documentation will be required, for a three-month period, if member experiences more than six occasions of Medical Leave (MED, MEU) and/or Sick Leave (SLS, SLU), within a 12-month period. An occasion is when Medical Leave and/or Sick Leave are/is utilized for over 12 consecutive hours.~~

Documentation is required to prove eligibility for leave benefits to include Service Recognition Day, Bereavement Leave, Military Leave, Witness Duty, and Jury Duty.



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Change the County's Administrative Code moving the CRA responsibilities from the Economic Development Department to the Planning and Development Department

**DEPARTMENT:** County Manager Office

**DIVISION:**

**AUTHORIZED BY:** Cindy Coto

**CONTACT:** Dori DeBord

**EXT:** 7397

**MOTION/RECOMMENDATION:**

Approve an amendment to the County Administrative Code to move the functions and job responsibilities of the Community Redevelopment Area from Section 16, Economic Development Department to Section 30, Planning and Development Department.

County-wide

Dori DeBord

**BACKGROUND:**

The Planning and Development Department has provided staffing and assistance for many of public hearing activities that have occurred along the 17-92 CRA and other CRA areas in Seminole County within the last year. These efforts include the advertising and notice for the SEED program, the redesignation of the new Mixed Use land use classification in the proposed Comprehensive Plan and the development of a new Mixed Use zoning district. The Department has hosted public workshops along the corridor to present this information and continues to work on revisions to the Master Plan to address these changes. Given this level of coordination and the processes that need to be followed for CRA activities, moving the job functions and CRA responsibilities into the Planning and Development Department provides better coordination of duties and responsibilities within one Department.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the Amendment to the Administrative Code, moving the functions and job responsibilities associated with the Community Redevelopment Areas from Section 16, Economic Development to Section 30, Planning and Development.

**ATTACHMENTS:**

1. Resolution

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2008

**WHEREAS,** Seminole County Ordinance No. 89-28 created the  
Seminole County Administrative Code; and

**WHEREAS,** Seminole County Resolution Numbers 89-R-438 and 05-  
R-151 adopted the Seminole County Administrative Code; and

**WHEREAS,** the Seminole County Administrative Code needs to be  
amended from time to time to reflect changes in the administration  
of County government; and

**WHEREAS,** the Board of County Commissioners desires to amend  
sections of the Seminole County Administrative Code for  
organizational purposes.

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

The Seminole County Administrative Code is hereby amended by  
revisions, deletions and additions in the following listed  
sections: 16.5.5, 16.5.10, 16.5.15, 16.10.5, 16.10.10, 16.10.15,  
16.15.5, 16.15.10, 16.15.15, 30.5.5, 30.5.10, 30.5.15, 30.10.5,  
30.10.10, 30.10.10, 30.10.15, 30.15.5, 30.15.10, and 30.15.15, as  
more particularly described in the attachments.



ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

Attachments:

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Section 30.5.15 "Expansion of CRA"  
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**16.5 ~~U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY~~**

**16.5.5**

**RESOLUTION 97-R-120 ~~\_\_\_\_\_~~ SEMINOLE COUNTY, FLORIDA**

**~~THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 27<sup>TH</sup> DAY OF MAY, 1997~~**

~~\_\_\_\_\_ WHEREAS, the Board of County Commissioners, Seminole County, Florida finds the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Study Area (the "Study Area"), and determines that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and~~

~~\_\_\_\_\_ WHEREAS, the Board of County Commissioners has commissioned a study that has confirmed the findings of blight within the Study Area; and~~

~~\_\_\_\_\_ WHEREAS, conditions are present that are detrimental to the sound growth of the Study Area and that substantially impair or arrest the growth within the Study Area and adjacent territory, and present conditions and users are detrimental to the public health, safety, morals, and welfare; and~~

~~\_\_\_\_\_ WHEREAS, unsafe and unsanitary conditions exist within the Study Area; and~~

~~\_\_\_\_\_ WHEREAS, there is a predominance of inadequate or defective street layout within the Study Area; and~~

~~\_\_\_\_\_ WHEREAS, there is faulty lot layout in the Study Area in relation to size, adequacy, accessibility, or usefulness; and~~

~~\_\_\_\_\_ WHEREAS, there has been a deterioration of site or other improvements within the Study Area; and~~

~~\_\_\_\_\_ WHEREAS, there are inadequate parking facilities within the Study Area; and~~

~~\_\_\_\_\_ WHEREAS, these conditions endanger life and property and substantially impair or arrest the sound growth of the Study Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and~~



~~WHEREAS, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Study Area; and~~

~~WHEREAS, the County desires to proceed under Part III, Chapter 162, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Study Area; and~~

~~WHEREAS, the provisions of this Resolution are consistent with goals, policies, and objectives of the Seminole County Comprehensive Plan; and~~

~~WHEREAS, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared;~~

~~**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA:**~~

~~Section 1. (a) The Board of County Commissioners, based upon evidence presented to it and submitted in the public record does hereby expressly find that blighted areas as defined in Section 163.340(8), Florida Statutes, exist within the United States Highway 17-92 Corridor Redevelopment Study Area as defined in the Study.~~

~~(b) The recitals set forth in this Resolution are hereby adopted as legislative findings.~~

~~(c) The Board of County Commissioners does hereby expressly find that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area described in Exhibit A is necessary in the interest of the public health, safety, morals, or welfare of the residents and citizens of Seminole County.~~

~~Section 2. For the purpose of this Resolution, the Community Redevelopment Area shall be that United States Highway 17-92 Corridor Redevelopment Area more particularly described in Exhibit A, attached hereto.~~

~~Section 3. The Board of County Commissioners does hereby expressly find that it is necessary, appropriate, proper, and timely that a Community Redevelopment Agency be created to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, Florida Statutes, and such other resolutions, ordinances, and laws that may be utilized to further redevelopment within the Community Redevelopment Area as described in Exhibit A.~~

~~Section 4. This Resolution shall take effect immediately upon its passage.~~

~~\*Note: Exhibit A is on record with the Clerk of the Circuit Court.~~



**SECTION 16. ECONOMIC DEVELOPMENT**

**16.5 U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**16.5.10**

**RESOLUTION 97-R-130 \_\_\_\_\_ SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 24<sup>TH</sup> DAY OF JUNE, 1997**

\_\_\_\_\_**WHEREAS**, the Board of County Commissioners, Seminole County, Florida based upon evidence submitted in the public records, adopted Resolution 97-R-120, finding the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Area (the "Area"), and determines that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and

\_\_\_\_\_**WHEREAS**, the Board of County Commissioners commissioned a study that confirmed the findings of blight within the Area; and

\_\_\_\_\_**WHEREAS**, these conditions endanger life and property and substantially impair or arrest the sound growth of the Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and

\_\_\_\_\_**WHEREAS**, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Area; and

\_\_\_\_\_**WHEREAS**, the Board of County Commissioners desires to proceed under Part III, Chapter 163, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Area; and

\_\_\_\_\_**WHEREAS**, the provisions of this Resolution are consistent with goals, policies, and objectives of the Seminole County Comprehensive Plan; and

\_\_\_\_\_**WHEREAS**, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared;

\_\_\_\_\_**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA:**



~~Section 1. The Board of County Commissioners does hereby expressly create a Community Redevelopment Agency pursuant to Section 163.357, Florida Statutes, to be named the United States Highway 17-92 Corridor Redevelopment Agency, which shall be a public body, corporate and politic and constitute a public instrumentality.~~

~~Section 2. The Board of County Commissioners does hereby expressly authorize the Community Redevelopment Agency to exercise all powers conferred by Part III, Chapter 163, Florida Statutes, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the boundaries of the United States Highway 17-92 Corridor Community Redevelopment Area, more particularly described in Exhibit A, attached hereto.~~

~~Section 3. The Board of County Commissioners of Seminole County, Florida shall serve as the Board of Commissioners of the United States Highway 17-92 Corridor Redevelopment Agency.~~

~~Section 4. This Resolution shall take effect immediately upon its passage.~~

~~\*Note: Exhibit A is on record with the Clerk of the Circuit Court.~~



**SECTION 16. ECONOMIC DEVELOPMENT**

**16.5 U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**16.5.15**

**RESOLUTION 98-R-130 SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT THEIR REGULARLY SCHEDULED MEETING OF AUGUST 25, 1998.**

~~WHEREAS, the Board of County Commissioners, Seminole County, Florida (the "Board"), has determined that the United States Highway 17-92 Corridor Redevelopment Area (the "Area"), as created and defined in Ordinance Numbers 97-54 and 97-55 and Resolution Numbers 97-R-120 and 97-R-130 is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, Florida Statutes (the "Act"); and~~

~~WHEREAS, the Board adopted Resolution 97-R-130 creating the United States Highway 17-92 Corridor Redevelopment Agency to exercise all powers conferred by the Act, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the Area; and~~

~~WHEREAS, the Board enacted Ordinance Number 97-54 adopting the U.S. Highway 17-92 Corridor Redevelopment Plan for the Area; and~~

~~WHEREAS, the United States Highway 17-92 Corridor Redevelopment Agency has determined that it is necessary and desirable to change the boundaries of the Area; and~~

~~WHEREAS, the United States Highway 17-92 Corridor Redevelopment Agency has identified certain parcels for inclusion within the Area and recognizes that these identified parcels have been recently studied in the reports titled "U.S. 17-92 Corridor, Seminole County Finding of a Necessity for a Community Redevelopment Area," dated May, 1997, "Fern Park Redevelopment Study Area Executive Summary" dated March, 1995; and~~

~~WHEREAS, the Board of County Commissioners has determined that these identified parcels meet the statutory definition of a blighted area and should properly be included within the U.S. Highway 17-92 Corridor Redevelopment Area.~~

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



~~\_\_\_\_\_The Board of County Commissioners of Seminole County does hereby expressly find that the area of Seminole County described in Exhibit 1, attached hereto and incorporated herein by reference, is a blighted area as defined in Section 163.240(8), Florida Statutes, and the rehabilitation and redevelopment of the area is necessary in the interest of the public health, safety, morals, and welfare of the residents of Seminole County, Florida.~~

~~\_\_\_\_\_~~

~~\*Note: Exhibit 1 is on record with the Clerk of the Circuit Court.~~



**SECTION 16. ECONOMIC DEVELOPMENT**

**16.10 CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY**

**16.10.5**

**RESOLUTION NO. 95-R-255** \_\_\_\_\_ **SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF NOVEMBER 14, 1995.**

\_\_\_\_\_**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

\_\_\_\_\_**WHEREAS**, the City of Casselberry is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and

\_\_\_\_\_**WHEREAS**, the City of Casselberry and Seminole County have engaged in positive dialogue and communications in an effort to encourage vibrant economic development within the incorporated area of the City of Casselberry and the unincorporated areas of Seminole County; and

\_\_\_\_\_**WHEREAS**, the City of Casselberry and Seminole County have for many years attempted to resolve issues relating to water and sewer utility service rate equity and parity with regard to the rates charged to utility customers of the City of Casselberry who are located in unincorporated Seminole County; and

\_\_\_\_\_**WHEREAS**, with a common and united commitment to the progressive and positive economic development for the benefit of the citizens of the City of Casselberry and unincorporated Seminole County, the City Commission of the City of Casselberry and the Board of County Commissioners of Seminole County have collaborated with regard to the development and implementation of a plan of economic development which includes the creation of a community redevelopment agency with economic redevelopment jurisdiction over certain areas and properties proximate to United States Highway 17/92; and

\_\_\_\_\_**WHEREAS**, in the spirit of intergovernmental coordination and cooperation the City Commission of the City of Casselberry and the Board of County Commissioners of Seminole County have developed a framework which can be pursued in order to establish rate equity and parity for residents of unincorporated Seminole County who are served by the City of Casselberry's utilities; and

\_\_\_\_\_**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1993), Seminole County may delegate to the governing bodies of municipalities within Seminole County,

~~the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, as Seminole County may deem appropriate; and~~

~~WHEREAS, Section 163.410, Florida Statutes (1993), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and~~

~~WHEREAS, the City of Casselberry has adopted Resolution Number 95-898 and has requested that Seminole County delegate to the City of Casselberry, pursuant to Section 163.410, Florida Statutes (1993), the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended.~~

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

~~That, pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, as limited by the provisions hereof and as conditioned upon the performance of the City of Casselberry relative to certain performance criteria set forth herein, hereby delegates to the City of Casselberry such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended, in order that the City of Casselberry may create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein.~~

~~BE IT FURTHER RESOLVED, that the above delegation is subject to the following conditions which, by accepting the delegation made herein, the City of Casselberry fully and completely agrees to perform, implement, abide by, act consistent with and adhere to:~~

~~(a) In accordance with Section 163.410, Florida Statutes (1993), this delegation " ... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution" and the City of Casselberry shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a Community Redevelopment Agency and any and all actions taken subsequent to the creation of said Community Redevelopment Agency.~~

~~(b) The power delegated herein is the authority to create a Community Redevelopment Agency for a period of fifteen (15) years relating only to the property (the "Community Redevelopment Area") described in Exhibit "A" hereto. Subject properties relate to a proposed City of Casselberry Central City District containing numerous parcels~~



of property and being located in an area lying both to the east and west of United States Highway 17/92 within the existing municipal limits of the City of Casselberry. If unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the intent of Seminole County to require that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

~~(c) None of the "increment revenues" derived by Seminole County shall be appropriated by Seminole County or deposited in the Redevelopment Trust Fund in accordance with Section 163.3187, Florida Statutes (1994 Supplement), as amended by Chapters 95-147, 95-310, 95-322 and 95-396, Laws of Florida. No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Casselberry nor any of said Agency's programs or projects. In no event may the City of Casselberry pledge or assert any interest in any Seminole County revenues or funds.~~

~~(d) In the event that a joint planning agreement, as contemplated in paragraph (e), below, has been entered by and between Seminole County and the City of Casselberry on or before December 31, 1996, and a utility surcharge reduction interlocal agreement as described in paragraph (f), below; the City of Casselberry may seek and request from Seminole County the dedication of County tax increment revenues to the Community Redevelopment District. In the event that the City of Casselberry has, to the satisfaction of Seminole County, entered into both the joint planning and utility surcharge reduction interlocal agreements contemplated herein; the tax increment revenues derived from Seminole County revenues may, by means of the due adoption of a resolution by the Board of County Commissioners of Seminole County, be dedicated to the Community Redevelopment Agency created herein and the term of the Community Redevelopment Agency may be extended from fifteen (15) years to a maximum of thirty (30) years.~~

~~(e) The aforementioned joint planning agreement shall address, at a minimum, annexation issues and policies, the coordination of the provision of public services, the possible Seminole County contribution of tax increment revenues and possible extensions of the term of existence pertaining to the Community Redevelopment Agency. The goal of the joint planning agreement shall be, among other things, to achieve service delivery and fiscal impact equities for the citizens of Seminole County who are affected by the policies and programs of the City of Casselberry. With the addition of utility rate equity issues as identified in paragraph (f) below, it is intended that the scope and context of the agreement shall otherwise be similar to that Agreement entered into by the City of Sanford and Seminole County titled "Seminole County/City of Sanford Joint Planning Interlocal Agreement", dated November 21, 1991.~~

~~(f) The aforementioned utility surcharge reduction interlocal agreement is intended to address a utility rate equity program entailing the equalization of utility rates/investments with regard to all customers served by the City of Casselberry's utility systems. The goal of this program shall be that the City of Casselberry implement rate equity throughout its utility systems in conjunction with preserving fiscal integrity of the~~



~~systems with utility related fees and charges including, but not limited to, surcharges charged to customers in the unincorporated area of Seminole County. Specifically, it is contemplated that such unincorporated area customers should have no increase over the current surcharge paid and, thus, any utility rate increase resulting from an economic necessity of the City of Casselberry should not incorporate the surcharge charged to customers in the unincorporated area of Seminole County. Additionally, it is intended that the City of Casselberry should implement a utility rate surcharge reduction for its customers located outside of the City Limits which totals, in terms of total reductions, no less than fifty percent (50%) of Seminole County's annual contribution of tax increment revenues.~~

~~—— (g) — If the City of Casselberry has not created and established the Community Redevelopment Agency, the Central City Redevelopment Area and the Redevelopment Trust Fund on or before December 31, 1995, then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect.~~

~~—— (h) — Any proposed additional Redevelopment Districts or any proposed expansion of the Central City Redevelopment Study Area shall require that the City of Casselberry seek and request an additional delegating resolution from Seminole County and, to that end, this delegating Resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the City of Casselberry, the Community Redevelopment Agency or within the Community Redevelopment District.~~

~~—— (i) — Neither the City of Casselberry nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution.~~

~~—— (j) — The Community Redevelopment Agency's governing board shall consist of five (5) members. The members of the Community Redevelopment Agency's governing board shall be appointed by the Casselberry City Commission, who shall not serve as the governing board.~~

~~—— (k) — Should Seminole County create a Community Redevelopment Agency with jurisdiction over the City of Casselberry's Community Redevelopment Area as set forth herein, the delegation set forth herein shall automatically terminate and expire and the Community Redevelopment Agency created hereunder shall terminate and cease to exist in accordance with whatever schedule Seminole County may establish when creating the new Community Redevelopment Agency. The City of Casselberry shall structure and implement all actions relative to the creation and implementation of the Community Redevelopment Agency in order to facilitate and contemplate such contingent termination, expiration and dissolution.~~

~~—— (l) — Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or countywide Community~~





~~Redevelopment Agency that may be established in the future by Seminole County. To that end, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations and liabilities to Seminole County and/or a multi-jurisdictional or countywide Community Redevelopment Agency established by Seminole County; provided, however, that any funds on account at the time of termination, expiration or dissolution of the City of Casselberry Community Redevelopment Agency that are not encumbered or pledged as security for any indebtedness shall be transferred to the City of Casselberry for use, as the City of Casselberry deems fit, within the proposed City of Casselberry Central City District; provided, further, however, that any real or personal property that has been purchased with Community Redevelopment Agency funds shall become the property of the City of Casselberry unless pledged or encumbered.~~

~~\_\_\_\_\_ (m) The City of Casselberry shall, to the fullest extent authorized by law, hold harmless and indemnify Seminole County for and against any losses or claims of any and all types or natures whatsoever resulting in any way whatsoever from the creation of the Community Redevelopment Agency and any and all activities of any types or natures of or by the Community Redevelopment Agency or the City of Casselberry.~~

~~\_\_\_\_\_ **BE IT FURTHER RESOLVED**, that any action by the City of Casselberry or the contemplated Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.~~

~~\_\_\_\_\_ **BE IT FURTHER RESOLVED** that this delegation is made at the request of the City of Casselberry and shall not be construed to represent the taking on or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County pursuant to Chapter 163, Florida Statutes (1993), as amended, or any other law, rule or regulation (except only as to Seminole County's consent that the City of Casselberry may create a Community Redevelopment Agency pursuant to the terms and conditions hereof and consistency with the provisions of the Seminole County Comprehensive Plan) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.~~

~~\_\_\_\_\_ **BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable. Moreover, this Resolution should not be construed to constitute Seminole County approval of the funding of an administrative building for any public body out of tax increment revenues.~~

~~\_\_\_\_\_ **ADOPTED** this 14th day of November, 1995.~~

~~\*Note: Exhibit A is on record with the Clerk of the Circuit Court.~~



**SECTION 16. ECONOMIC DEVELOPMENT**

**16.10 CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY**

**16.10.10**

**RESOLUTION NO. 98-R-181 SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF AUGUST 25, 1998.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, the City of Casselberry is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and

**WHEREAS**, with a common and united commitment to progressive and positive economic development for the benefit of the citizens of the City of Casselberry and unincorporated Seminole County, the City of Casselberry and Seminole County has over the past several years engaged in positive dialogue and communications in an effort to encourage vibrant economic development within the incorporated area of the City of Casselberry and the unincorporated areas of Seminole County; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes, Seminole County may delegate to the governing bodies of municipalities within Seminole County the exercise of such powers conferred upon Seminole County in Part III, Chapter 163, Florida Statutes, as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes, permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, by Resolution 95-R-255, dated November 14, 1995, and adopted pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County delegated to the City of Casselberry the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, such powers specifically including the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended; and

**WHEREAS**, the Board of County Commissioners of Seminole County in Resolution 95-R-255 set the following conditions upon the delegation of authority to the City of Casselberry in paragraph (c):



~~None of the "increment revenues" derived by Seminole County shall be appropriated by Seminole County or deposited in the Redevelopment Trust Fund in accordance with Section 163.3187, Florida Statutes (1994 Supplement), as amended by Chapters 95-147, 95-310, 95-322 and 95-396, Laws of Florida. No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Casselberry nor any of said Agency's programs or projects. In no event may the City of Casselberry pledge or assert any interest in any Seminole County revenues or funds.~~

and

~~**WHEREAS**, the City of Casselberry, acting in accordance with Resolution 95-R-255, established the Casselberry Community Redevelopment Agency which has been active in the rehabilitation of real property within its community redevelopment area; and~~

~~**WHEREAS**, in the time since the establishment of the Casselberry Community Redevelopment Agency, the Board of County Commissioners of Seminole County, acting in accordance with Part III, Chapter 163, Florida Statutes, has created the U.S. Highway 17-92 Corridor Community Redevelopment Agency for the purpose of rehabilitating blighted areas of the U.S. Highway 17-92 corridor throughout the unincorporated areas of Seminole County; and~~

~~**WHEREAS**, several cities within Seminole County, including the City of Casselberry by resolution, have concurred in Seminole County's U.S. Highway 17-92 Corridor Community Redevelopment Agency Redevelopment Plan; and~~

~~**WHEREAS**, the Board of County Commissioners of Seminole County now desires, in the spirit of continued cooperation in the redevelopment of the United States Highway 17-92 area, to participate in the City of Casselberry Redevelopment Plan;~~

~~**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA; THAT:**~~

~~Pursuant to Section 163.410, Florida Statutes (1997), the Board of County Commissioners of Seminole County, Florida, acting for and on behalf of Seminole County, Florida, hereby modifies Resolution 95-R-255 of the Board of County Commissioners, the resolution which delegated to the City of Casselberry the authority to establish a community redevelopment agency, as follows:~~

~~1. The delegation of authority set forth in Resolution Number 95-R-255 is modified consistent with the provisions of this Resolution.~~



~~2. Notwithstanding any language to the contrary in Resolution 95-R-255, commencing in the tax year 1998, "increment revenues" derived by Seminole County for those properties located within the Casselberry Community Redevelopment Agency's redevelopment area shall be appropriated by Seminole County and deposited in the Casselberry Community Redevelopment Agency Trust Fund in accordance with Section 163.387, Florida Statutes (1997). Such increment revenues, when deposited into the Trust Fund, may be used by the Casselberry Community Redevelopment Agency in a manner consistent with its redevelopment plan and with general law. Any such funds may be pledged as collateral for the repayment of bond revenues, consistent with Part III, Chapter 163, Florida Statutes (1997) and general law. This funding shall continue through the existing term of the Casselberry Redevelopment Plan, and the level of funding shall be at the maximum level established by the funding of the Trust Fund consistent with the provisions of State law and this delegation.~~

~~3. The members of the Community Redevelopment Agency's governing board shall be appointed by the Casselberry City Commission in the following manner: Three (3) members nominated by and appointed by the Casselberry City Commission and two (2) members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission; provided, however, that such County nominees shall not make Seminole County a co-venturer or partner in any of the activities of the City of Casselberry or the Community Redevelopment Agency. In order to provide an efficient transition to County participation, this section shall be implemented by the filling of the next two (2) available positions on the Community Redevelopment Agency's governing board with members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission.~~

~~4. Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or Countywide Community Redevelopment Agency that may be established in the future by Seminole County. The potential consolidation of the Community Redevelopment Agency authorized herein with other community redevelopment areas into a multi-jurisdictional community redevelopment agency shall be optional with regard to the City of Casselberry. To address that potential, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations, and liabilities to Seminole County and/or a multi-jurisdictional or Countywide community redevelopment agency established by Seminole County; provided, however, that any funds on account at the time of termination, expiration, or dissolution of the City of Casselberry Community Redevelopment Agency, that are not encumbered or pledged as security for any indebtedness, shall be transferred to the City of Casselberry for use as the City of Casselberry deems fit, within the proposed City of Casselberry Central City District; provided, further, however, that any real or personal property that has been purchased~~



with Community Redevelopment Agency funds shall become the property of the City of Casselberry unless pledged or encumbered.

5. If unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the continued intent of Seminole County to require that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

6. The City of Casselberry shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency.

7. As to all activities of any type or nature of or by the Community Redevelopment Agency, the Community Redevelopment Agency shall hold harmless and indemnify the County from and against any losses or claims of any type or nature whatsoever. This condition shall not preclude the City of Casselberry from obtaining indemnification from the Community Redevelopment Agency.

8. This delegation is made at the request of the City of Casselberry and shall not be construed to represent the taking or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County under Chapter 163, Florida Statutes, or any other law, rule, or regulation (except only as to Seminole County's consent that the City of Casselberry may create a community redevelopment agency pursuant to the terms and conditions hereof) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.

9. Any action by the City of Casselberry or the Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.

10. Neither the City of Casselberry nor the Community Redevelopment Agency shall contest or challenge any provision, term, or condition of this Resolution or Resolution 95-R-255.

11. If any clause, paragraph, provision, sentence, term, condition, or part of this Resolution is found to be invalid, inoperable, unenforceable, unconstitutional, unenforceable, or otherwise contrary to law, then this Resolution shall be of no force, effect, or meaning and, to that end, this Resolution is non-severable. Other than as stated herein, Resolution No. 95-R-255 shall remain in full force and effect as originally written.

~~ADOPTED this 25<sup>th</sup> day of August, 1998.~~

SECTION 16. ECONOMIC DEVELOPMENT

16.10 CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY

16.10.15

RESOLUTION NO. 2002-R-33 SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF FEBRUARY 26, 2002.

~~WHEREAS, amending Seminole County's Resolution Nos. 95-R-255 and 98-R-181 regarding the City of Casselberry's Community Redevelopment Agency ("CRA"); and~~

~~WHEREAS, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and~~

~~WHEREAS, the City of Casselberry ("Casselberry") is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and~~

~~WHEREAS, Seminole County and Casselberry have worked closely together to stimulate vibrant economic development in areas around and proximate to U.S. Highway 17/92, within the incorporated areas of Casselberry and the unincorporated area of Seminole County; and~~

~~WHEREAS, to stimulate said economic growth pursuant to Section 163.410, Florida Statutes (2001) and Seminole County Resolution No. 95-R-255, Seminole County delegated to Casselberry certain rights and authority to create a Community Redevelopment Agency with all necessary appurtenant responsibilities, rights and authority; and~~

~~WHEREAS, Casselberry did create this CRA on December 11, 1995 via Casselberry Ordinances Numbers 95-851 and 95-852; and~~

~~WHEREAS, the initial term of existence of this CRA was fifteen years; and~~

~~WHEREAS, pursuant to Seminole County Resolution No. 95-R-255, Casselberry has entered into both a Joint Planning Interlocal Agreement and a Utility Surcharge Reduction Interlocal Agreement satisfactory to Seminole County; and~~

~~WHEREAS, Casselberry desires and has requested of Seminole County to extend the term of existence of this CRA from fifteen (15) to twenty (20) years and to increase the CRA membership from five (5) to seven (7) members.~~



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

~~Pursuant to Section 163.410, Florida Statutes (2001), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby makes the following amendments to Seminole County Resolution No. 95-R-255~~

~~:~~

~~(a) Amendment of section (d) to extend of the term of the CRA from fifteen (15) to twenty (20) years; and~~

~~(b) Amendment of section (j) to increase to the membership of the CRA from five (5) to seven (7) members.~~

~~**BE IT FURTHER RESOLVED**, that Section (3) of Seminole County Resolution No. 98-R-181 is hereby amended to increase the number of members of the Community Redevelopment Agency's governing board nominated and appointed by the Casselberry City Commission from three (3) to four (4); and the number of members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission from two (2) to three (3).~~

~~**BE IT FURTHER RESOLVED**, that except for the amendments specifically stated herein, this Resolution shall not be construed to limit or alter the provisions of Seminole County Resolutions No. 95-R-255 and 98-R-181 in any manner.~~

~~**BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law, then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable.~~

~~**ADOPTED** this 12th day of March, 2002.~~



**SECTION 16. ~~\_\_\_\_\_~~ ECONOMIC DEVELOPMENT**

**16.15 ~~SANFORD COMMUNITY REDEVELOPMENT AGENCY~~**

**16.15.5**

**RESOLUTION NO. 90-R-213 ~~\_\_\_\_\_~~ SEMINOLE COUNTY, FLORIDA**

**~~THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF JULY 10TH, 1990.~~**

~~\_\_\_\_\_ WHEREAS, Seminole County is a political subdivision of the State of Florida which  
has adopted a Home Rule Charter; and~~

~~\_\_\_\_\_ WHEREAS, pursuant to Section 163.410, Florida Statutes (1989), Seminole  
County may delegate to the governing bodies of municipalities within Seminole County,  
the exercise of such powers conferred upon Seminole County by Part III, Chapter 163,  
Florida Statutes (1989), as Seminole County may deem appropriate; and~~

~~\_\_\_\_\_ WHEREAS, Section 163.410, Florida Statutes (1989), permits such a delegation  
to be made subject to such conditions and limitations as Seminole County may impose;  
and~~

~~\_\_\_\_\_ WHEREAS, the City of Sanford, a Florida municipal corporation, has requested  
that Seminole County delegate to the City of Sanford, pursuant to Section 163.410,  
Florida Statutes (1989), the right and authority to exercise certain powers conferred upon  
Seminole County by Part III, Chapter 163, Florida Statutes (1989), such powers to  
specifically include the power to create a Community Redevelopment Agency as part of  
the municipal public body or taxing authority, together with all of the necessarily appurte-  
nant responsibilities, rights and authority as a governing body serving as a Community  
Redevelopment Agency under Part III, Chapter 163, Florida Statutes (1989).~~

**~~NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMIS-  
SIONERS OF SEMINOLE COUNTY, FLORIDA,~~**

~~\_\_\_\_\_ That, pursuant to Section 163.410, Florida Statutes (1989), the Board of County  
Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole  
County, Florida, hereby delegates to the City of Sanford such authority, rights, and  
responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida  
Statutes (1989), in order to create and establish a Community Redevelopment Agency  
within its municipal boundaries subject to the conditions and limitations set forth herein.~~

~~\_\_\_\_\_ BE IT FURTHER RESOLVED, that the above delegation is subject to the following  
conditions:~~





## SEMINOLE COUNTY ADMINISTRATIVE CODE

~~\_\_\_\_\_ (a) \_\_\_\_\_ In accordance with Section 163.410, Florida Statutes (1989), this delegation " ... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution."~~

~~\_\_\_\_\_ (b) \_\_\_\_\_ The power delegated herein is the authority to create a Community Redevelopment Agency relating only to the property (the "Community Development Area") described in Exhibit "A" hereto (hereinafter referred to as "Seminole Properties") which properties relate to a proposed multi-use Development of Regional Impact shopping mall development ("Seminole Towne Center") on the 213.7+ acres of property located in Northwestern Seminole County.~~

~~\_\_\_\_\_ (c) \_\_\_\_\_ No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Sanford nor any of said Agency's programs or projects. The City of Sanford may pledge its revenues to the Agency, but in no event shall pledge or assert any interest in any Seminole County revenues or funds.~~

~~\_\_\_\_\_ (d) \_\_\_\_\_ If the City of Sanford has not created and established the Community Redevelopment Agency on or before June 30, 1994; then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect.~~

~~\_\_\_\_\_ (e) \_\_\_\_\_ If the development order for the aforementioned Development of Regional Impact is not final pursuant to Section 380.06, Florida Statutes (1989), on or before June 30, 1991, including, but not limited to, the required transportation improvements as set forth in Exhibit "B" hereto; then the delegation set forth in this Resolution shall be of no further force or effect.~~

~~\_\_\_\_\_ (f) \_\_\_\_\_ Any proposed additional projects or any proposed expansion of the Community Redevelopment Area shall require that the City of Sanford seek and request an additional delegating resolution from Seminole County and, to that end, this delegating resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the Community Redevelopment Agency or within the Community Redevelopment District.~~

~~\_\_\_\_\_ (g) \_\_\_\_\_ Neither the City of Sanford nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution.~~

~~\_\_\_\_\_ (h) \_\_\_\_\_ The City of Sanford shall hold harmless and indemnify the County for and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency and all activities of any type or nature of or by the Community Redevelopment Agency.~~

~~\_\_\_\_\_ **BE IT FURTHER RESOLVED**, that any action by the City of Sanford or the contemplated Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.~~



~~BE IT FURTHER RESOLVED~~, that if a Community Redevelopment Agency is created by the City Commission of the City of Sanford and regardless of whether or not said City Commission acts as the governing body of the Community Redevelopment Agency, and thereafter such the Community Redevelopment Agency, on or before December 31, 1994, designates Seminole Properties as a Community Redevelopment Area, then the Community Redevelopment Agency may issue redevelopment revenue bonds with terms of up to 15 years on or before December 31, 1995, pursuant to Section 163.385, Florida Statutes (1989). Said bonds shall be issued to accomplish up to SIX MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,300,000.00) of improvements as set forth in Exhibit "C" hereto. This authorization and the delegation set forth in this Resolution shall expire on January 1, 1995, if at least 51% of the Seminole Properties has not been designated by the Community Redevelopment Agency as a Community Redevelopment Area prior to January 1, 1995, and further shall expire on January 1, 1996, if said Community Redevelopment Area has not issued redevelopment revenue bonds, as contemplated above, prior to January 1, 1996.

~~BE IT FURTHER RESOLVED~~ that this delegation is made at the request of the City of Sanford and shall not be construed to represent any required finding or action under Chapter 163, Florida Statutes (1989), (except as to Seminole County's consent that the City of Sanford may create a Community Redevelopment Agency pursuant to the terms and conditions hereof) relative to the creation of community redevelopment agencies or areas.

~~BE IT FURTHER RESOLVED~~ that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable.

~~ADOPTED~~ this 10th day of July, 1990.

\*Note: Exhibit A, B and C are on record with the Clerk of the Circuit Court.



**SECTION 16. — ECONOMIC DEVELOPMENT**

**16.15 SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**16.15.10**

**RESOLUTION NO. 93-R-181 — SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF JUNE 8, 1993.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1991), Seminole County may delegate to the governing bodies of municipalities within Seminole County the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1991) as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes (1991), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, the City of Sanford, a Florida municipal corporation, previously requested that Seminole County delegate to the City of Sanford the right and authority to exercise certain powers conferred upon Seminole County such powers specifically including the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with all of the necessarily appurtenant responsibilities, rights, and authority as a governing body serving as a Community Redevelopment Agency; and

**WHEREAS**, such delegation occurred by means of the adoption of Resolution Number 90-R-213 by the Board of County Commissioners of Seminole County on July 10, 1990; and

**WHEREAS**, the City of Sanford has requested Seminole county to modify the delegation in certain limited ways which includes the expansion of the delegation to the City in order that the City may incorporate recently annexed lands into the jurisdictional boundaries of the Community Redevelopment Agency;

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

That, pursuant to Section 163.10, Florida Statutes (1991), the Board of County Commissioners of Seminole County, Florida, acting for and on behalf of Seminole



## SEMINOLE COUNTY ADMINISTRATIVE CODE

County, Florida, hereby modifies, to a limited extent, the delegation of power made to the City of Sanford delegating such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1991), in order for the City of Sanford to create and establish a community redevelopment agency within its municipal boundaries subject to the conditions and limitations set forth herein; provided, however, that all matters set forth in Resolution Number 90-R-213 shall continue in full force and effect except as specifically modified herein.

**BE IT FURTHER RESOLVED** that the delegation of authority set forth in Resolution Number 90-213 is modified only in the following ways:

\_\_\_\_\_ (a) \_\_\_\_\_ The delegation shall relate to that certain real property described in Exhibit "A" attached hereto and made a part hereof.

\_\_\_\_\_ (b) \_\_\_\_\_ The Redevelopment Agency established by the City of Sanford pursuant to the provisions of Resolution Number 90-R-213 may, on or before December 31, 1995, pursuant to Section 163.385, Florida Statutes (1991), issue redevelopment revenue bonds in an amount not to exceed \$10,000,000.00 in lieu of the \$6,285,157.00 figure set forth in Exhibit "C" to Resolution Number 90-R-213 and the \$6,300,000.00 figure set forth at Page 4 of said Resolution. Furthermore, said bonds may be issued with terms of up to twenty (20) years from date of issuance.

\_\_\_\_\_ (c) \_\_\_\_\_ The above modifications are subject to and conditional upon neither the City of Sanford nor the Community Redevelopment Agency contesting or challenging any provision, term, or condition of this Resolution and Resolution Number 90R-213.

\_\_\_\_\_ **BE IT FURTHER RESOLVED**, that this delegation modification is made at the request of the City of Sanford and shall not be construed to represent any required finding or action under Chapter 163, Florida Statutes (1991), (except as to Seminole County's consent that the City of Sanford may create a community redevelopment agency pursuant to the terms and conditions of Resolution Number 90-R-213 and hereof) relative to the creation of community redevelopment agencies or areas.

\_\_\_\_\_ **BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition, or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law; then this entire Resolution shall be of no force, effect, or meaning and, to that end, this Resolution is non-severable.

\_\_\_\_\_ **ADOPTED** this 8<sup>th</sup> day of June, 1993.

\*Note: Exhibit A is on record with the Clerk of the Circuit Court.



**SECTION 16.ECONOMIC DEVELOPMENT**

**16.15 SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**16.15.15**

**RESOLUTION NO. 95-R-246 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 24, 1995.**

~~WHEREAS~~, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

~~WHEREAS~~, pursuant to Section 163.410, Florida Statutes (1993), Seminole County may delegate to the governing bodies of municipalities within Seminole county; the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, as Seminole County may deem appropriate; and

~~WHEREAS~~, Section 163.410, Florida Statutes (1993), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

~~WHEREAS~~, the City of Sanford, a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County, has adopted Resolution Number 95-1704 and has requested that Seminole County delegate to the City of Sanford, pursuant to Section 163.410, Florida Statutes (1993), the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessarily appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency under Part III, Chapter 163, Florida Statutes (1993), as amended; and

~~WHEREAS~~, a prior delegation occurred by means of the adoption of Resolution Number 93-R-181 by the Board of County Commissioners of Seminole County on June 8, 1993 (which was a modification of the delegation which occurred on July 10, 1990 pursuant to the adoption of Resolution Number 90-R-213 by the Board of County Commissioners of Seminole County); and

~~WHEREAS~~, insomuch as the City of Sanford has previously been delegated the authority to create a Community Redevelopment District over a certain area of property and has now requested that the delegation be modified to include an additional area into the jurisdictional limits of the Community Redevelopment Agency and insomuch as Board of County Commissioners of Seminole County have found and determined that



## SEMINOLE COUNTY ADMINISTRATIVE CODE

the addition to the jurisdictional limits of the Community Redevelopment Agency would serve a public purpose and would be consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan,

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

\_\_\_\_ (1) \_\_\_\_ The delegation of authority set forth in Resolution Number 93-R-181 is modified consistent with the provisions of this Resolution.

\_\_\_\_ (2) \_\_\_\_ Pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby delegates to the City of Sanford such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended, in order that the City of Sanford may create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein.

\_\_\_\_ (3) \_\_\_\_ The above delegation is subject to the following conditions:

\_\_\_\_ (a) \_\_\_\_ The delegation shall relate solely and exclusively to that certain real property described in Exhibits "A" and "B" attached hereto and made a part hereof.

\_\_\_\_ (b) \_\_\_\_ In accordance with Section 163.410, Florida Statutes (1993), the this delegation " ... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution" and the City of Sanford shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a Community Redevelopment Agency and any and all actions taken subsequent to the creation of said Community Redevelopment Agency.

\_\_\_\_ (c) \_\_\_\_ The power delegated herein is the authority to create a Community Redevelopment Agency relating only to the property (the "Community Development Areas") described in : Exhibit "A" attached hereto, which subject properties relate to the area proximate to or a part of the Seminole Towne Center Mall in northwest Seminole County; and Exhibit "B" attached hereto, which description relates to a proposed City of Sanford Downtown Water front District containing numerous parcels of property and is located in an area lying essentially along the shore of Lake Monroe or proximate thereto within the existing municipal limits of the City of Sanford. As to the Community Redevelopment Area described in Exhibit "B", if unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the intent of Seminole County that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

\_\_\_\_ (d) \_\_\_\_ As to the Community Redevelopment Area described in Exhibit "A", the following provisions of Resolutions 93-R-181 and 90-R-213 shall specifically continue to govern: paragraph (b) of 93-R-181; and, paragraphs (c) through (f) of 90-R-213.



~~(e) As to the Community Redevelopment Area described in Exhibit "B", except for ninety five percent (95%) of the "increment revenues" which shall be appropriated by Seminole County and by the City of Sanford and deposited in the Redevelopment Trust Fund in accordance with Section 163.3187 (1994 Supplement), as amended, for a period not exceeding twenty (20) tax years, no Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Sanford nor any of said Agency's programs or projects. The City of Sanford may pledge its revenues to the Agency, but in no event shall pledge or assert any interest in any Seminole County revenues or funds.~~

~~(f) If the City of Sanford has not created an established the Community Redevelopment Agency as contemplated herein on or before December 31, 1995, including the enactment of an ordinance establishing a Redevelopment Trust Fund as to the Community Redevelopment Area described in Exhibit "B"; then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect; provided, however, that the delegation relative to the lands described in Exhibit "A" to which Resolution Number 93-R-181, relates as set forth in that Resolution shall remain in effect consistent with its terms.~~

~~(g) Any proposed additional Community Redevelopment Areas or any proposed expansion of the Community Redevelopment Areas shall require that the City of Sanford seek and request an additional delegating resolution from Seminole County and, to that end, this delegating Resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the City of Sanford, the Community Redevelopment Agency or within the Community Redevelopment Areas.~~

~~(h) Neither the City of Sanford nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution, Resolution Number 93-R-181 or Resolution Number 90-R-213.~~

~~(i) The members of the Community Redevelopment Agency's governing board shall be appointed by the Sanford City Commission in the following manner; Three (3) members nominated by and appointed by the Sanford City Commission and two (2) members nominated by the Board of County Commissioners of Seminole County and appointed by the Sanford City Commission; provided, however, that such County nominees shall not make Seminole County a co-venturer or partner in any of the activities of the City of Sanford or the Community Redevelopment Agency.~~

~~(j) Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or countywide Community Redevelopment Agency that may be established in the future by Seminole County. The potential consolidation of the Community Redevelopment Agency authorized herein with~~



~~other community redevelopment areas into a multi-jurisdictional community redevelopment agency shall be optional with regard to the City of Sanford. To address that potential, however, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations and liabilities to Seminole County and/or a multi-jurisdictional or countywide Community Redevelopment Agency established by Seminole County.~~

~~(k) The City of Sanford shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency.~~

~~(l) As to all activities of any type or nature of or by the Community Redevelopment Agency, the Community Redevelopment Agency shall hold harmless and indemnify the County from and against any losses or claims of any type or nature whatsoever. This condition shall not preclude the City of Sanford from obtaining indemnification from the Community Redevelopment Agency.~~

~~(4) Any action by the City of Sanford or the Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.~~

~~(5) This delegation is made at the request of the City of Sanford and shall not be construed to represent the taking on or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County under Chapter 163, Florida Statutes (1993), as amended, or any other law, rule or regulation (except only as to Seminole County's consent that the City of Sanford may create a Community Redevelopment Agency pursuant to the terms and conditions hereof, the provisions of Paragraph (3)(e) on page 4 hereof, and consistency with the provisions of the Seminole County Comprehensive Plan) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.~~

~~(6) If any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning.~~

~~(7) This resolution should not be construed to constitute County approval of the funding of an administrative building for any public body out of tax increment revenues.~~

~~**ADOPTED** this 24<sup>th</sup> day of October, 1995.~~

~~\*Note: Exhibit A and B are on record with the Clerk of the Circuit Court.~~



**SECTION 4630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**46.530.5 U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**46.5.530.5.5**

**RESOLUTION 97-R-120**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 27<sup>TH</sup> DAY OF MAY, 1997**

**WHEREAS**, the Board of County Commissioners, Seminole County, Florida finds the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Study Area (the "Study Area"), and determines that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and

**WHEREAS**, the Board of County Commissioners has commissioned a study that has confirmed the findings of blight within the Study Area; and

**WHEREAS**, conditions are present that are detrimental to the sound growth of the Study Area and that substantially impair or arrest the growth within the Study Area and adjacent territory, and present conditions and users are detrimental to the public health, safety, morals, and welfare; and

**WHEREAS**, unsafe and unsanitary conditions exist within the Study Area; and

**WHEREAS**, there is a predominance of inadequate or defective street layout within the Study Area; and

**WHEREAS**, there is faulty lot layout in the Study Area in relation to size, adequacy, accessibility, or usefulness; and

**WHEREAS**, there has been a deterioration of site or other improvements within the Study Area; and

**WHEREAS**, there are inadequate parking facilities within the Study Area; and

**WHEREAS**, these conditions endanger life and property and substantially impair or arrest the sound growth of the Study Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and



**WHEREAS**, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Study Area; and

**WHEREAS**, the County desires to proceed under Part III, Chapter 162, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Study Area; and

**WHEREAS**, the provisions of this Resolution are consistent with goals, policies, and objectives of the Seminole County Comprehensive Plan; and

**WHEREAS**, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared,

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

Section 1. (a) The Board of County Commissioners, based upon evidence presented to it and submitted in the public record does hereby expressly find that blighted areas as defined in Section 163.340(8), Florida Statutes, exist within the United States Highway 17-92 Corridor Redevelopment Study Area as defined in the Study.

(b) The recitals set forth in this Resolution are hereby adopted as legislative findings.

(c) The Board of County Commissioners does hereby expressly find that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area described in Exhibit A is necessary in the interest of the public health, safety, morals, or welfare of the residents and citizens of Seminole County.

Section 2.. For the purpose of this Resolution, the Community Redevelopment Area shall be that United States Highway 17-92 Corridor Redevelopment Area more particularly described in Exhibit A, attached hereto.

Section 3. The Board of County Commissioners does hereby expressly find that it is necessary, appropriate, proper, and timely that a Community Redevelopment Agency be created to carry out the community redevelopment purposes of the provisions of Part III, Chapter 163, Florida Statutes, and such other resolutions, ordinances, and laws that may be utilized to further redevelopment within the Community Redevelopment Area as described in Exhibit A.

Section 4. This Resolution shall take effect immediately upon its passage.

\*Note: Exhibit A is on record with the Clerk of the Circuit Court.



**SECTION 1630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**16.530.5 U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**16.5.1030.5.10**

**RESOLUTION 97-R-130**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 24<sup>TH</sup> DAY OF JUNE, 1997**

**WHEREAS**, the Board of County Commissioners, Seminole County, Florida based upon evidence submitted in the public records, adopted Resolution 97-R-120, finding the existence of one or more blighted areas, as defined in the "Community Redevelopment Act" of Part III of Chapter 163, Florida Statutes, within the boundary of the United States Highway 17-92 Corridor Redevelopment Area (the "Area"), and determines that the rehabilitation, conservation, or redevelopment, or a combination thereof, of the Area by a redevelopment agency is necessary and in the best interests of the public health, safety, morals, or welfare of the residents and citizens of Seminole County; and

**WHEREAS**, the Board of County Commissioners commissioned a study that confirmed the findings of blight within the Area; and

**WHEREAS**, these conditions endanger life and property and substantially impair or arrest the sound growth of the Area and are a menace to the public health, safety, morals, or welfare in its present condition and use; and

**WHEREAS**, action must be taken to prevent further blight and deterioration and to protect and enhance public expenditures in the Area; and

**WHEREAS**, the Board of County Commissioners desires to proceed under Part III, Chapter 163, Florida Statutes, to establish the necessary means by which redevelopment can be accomplished within the Area; and

**WHEREAS**, the provisions of this Resolution are consistent with goals, policies, and objectives of the Seminole County Comprehensive Plan; and

**WHEREAS**, all prerequisites having been accomplished, it is now appropriate and necessary in order to proceed further that a redevelopment plan be prepared,

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



Section 1. The Board of County Commissioners does hereby expressly create a Community Redevelopment Agency pursuant to Section 163.357, Florida Statutes, to be named the United States Highway 17-92 Corridor Redevelopment Agency, which shall be a public body, corporate and politic and constitute a public instrumentality.

Section 2. The Board of County Commissioners does hereby expressly authorize the Community Redevelopment Agency to exercise all powers conferred by Part III, Chapter 163, Florida Statutes, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the boundaries of the United States Highway 17-92 Corridor Community Redevelopment Area, more particularly described in Exhibit A, attached hereto.

Section 3. The Board of County Commissioners of Seminole County, Florida shall serve as the Board of Commissioners of the United States Highway 17-92 Corridor Redevelopment Agency.

Section 4. This Resolution shall take effect immediately upon its passage.

\*Note: Exhibit A is on record with the Clerk of the Circuit Court.



**SECTION 4630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**46.530.5 U. S. 17-92 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**46.5.1530.5.15**

**RESOLUTION 98-R-430180**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT THEIR REGULARLY SCHEDULED MEETING OF AUGUST 25, 1998.**

**WHEREAS**, the Board of County Commissioners, Seminole County, Florida (the "Board"), has determined that the United States Highway 17-92 Corridor Redevelopment Area (the "Area"), as created and defined in Ordinance Numbers 97-54 and 97-55 and Resolution Numbers 97-R-120 and 97-R-130 is a blighted area appropriate for community redevelopment projects pursuant to Chapter 163, Part III, Florida Statutes (the "Act"); and

**WHEREAS**, the Board adopted Resolution 97-R-130 creating the United States Highway 17-92 Corridor Redevelopment Agency to exercise all powers conferred by the Act, necessary or convenient to carry out and effectuate the purposes of community redevelopment within the Area; and

**WHEREAS**, the Board enacted Ordinance Number 97-54 adopting the U.S. Highway 17-92 Corridor Redevelopment Plan for the Area; and

**WHEREAS**, the United States Highway 17-92 Corridor Redevelopment Agency has determined that it is necessary and desirable to change the boundaries of the Area; and

**WHEREAS**, the United States Highway 17-92 Corridor Redevelopment Agency has identified certain parcels for inclusion within the Area and recognizes that these identified parcels have been recently studied in the reports titled "U.S. 17-92 Corridor, Seminole County Finding of a Necessity for a Community Redevelopment Area," dated May, 1997, "Fern Park Redevelopment Study Area Executive Summary" dated March, 1995; and

**WHEREAS**, the Board of County Commissioners has determined that these identified parcels meet the statutory definition of a blighted area and should properly be included within the U.S. Highway 17-92 Corridor Redevelopment Area.

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



The Board of County Commissioners of Seminole County does hereby expressly find that the area of Seminole County described in Exhibit 1, attached hereto and incorporated herein by reference, is a blighted area as defined in Section 163.240(8), Florida Statutes, and the rehabilitation and redevelopment of the area is necessary in the interest of the public health, safety, morals, and welfare of the residents of Seminole County, Florida.

\*Note: Exhibit 1 is on record with the Clerk of the Circuit Court.

**SECTION 1630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**16.1030.10 CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY**

**16.10.530.10.5**

**RESOLUTION NO. 95-R-255**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF NOVEMBER 14, 1995.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, the City of Casselberry is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and

**WHEREAS**, the City of Casselberry and Seminole County have engaged in positive dialogue and communications in an effort to encourage vibrant economic development within the incorporated area of the City of Casselberry and the unincorporated areas of Seminole County; and

**WHEREAS**, the City of Casselberry and Seminole County have for many years attempted to resolve issues relating to water and sewer utility service rate equity and parity with regard to the rates charged to utility customers of the City of Casselberry who are located in unincorporated Seminole County; and

**WHEREAS**, with a common and united commitment to the progressive and positive economic development for the benefit of the citizens of the City of Casselberry and unincorporated Seminole County, the City Commission of the City of Casselberry and the Board of County Commissioners of Seminole County have collaborated with regard to the development and implementation of a plan of economic development which includes the creation of a community redevelopment agency with economic redevelopment jurisdiction over certain areas and properties proximate to United States Highway 17/92; and

**WHEREAS**, in the spirit of intergovernmental coordination and cooperation the City Commission of the City of Casselberry and the Board of County Commissioners of Seminole County have developed a framework which can be pursued in order to establish rate equity and parity for residents of unincorporated Seminole County who are served by the City of Casselberry's utilities; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1993), Seminole County may delegate to the governing bodies of municipalities within Seminole County,

the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes (1993), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, the City of Casselberry has adopted Resolution Number 95-898 and has requested that Seminole County delegate to the City of Casselberry, pursuant to Section 163.410, Florida Statutes (1993), the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended.

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

That, pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, as limited by the provisions hereof and as conditioned upon the performance of the City of Casselberry relative to certain performance criteria set forth herein, hereby delegates to the City of Casselberry such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended, in order that the City of Casselberry may create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein.

**BE IT FURTHER RESOLVED**, that the above delegation is subject to the following conditions which, by accepting the delegation made herein, the City of Casselberry fully and completely agrees to perform, implement, abide by, act consistent with and adhere to:

(a) In accordance with Section 163.410, Florida Statutes (1993), this delegation " ... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution" and the City of Casselberry shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a Community Redevelopment Agency and any and all actions taken subsequent to the creation of said Community Redevelopment Agency.

(b) The power delegated herein is the authority to create a Community Redevelopment Agency for a period of fifteen (15) years relating only to the property (the "Community Redevelopment Area") described in Exhibit "A" hereto. Subject properties relate to a proposed City of Casselberry Central City District containing numerous parcels





of property and being located in an area lying both to the east and west of United States Highway 17/92 within the existing municipal limits of the City of Casselberry. If unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the intent of Seminole County to require that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

(c) None of the "increment revenues" derived by Seminole County shall be appropriated by Seminole County or deposited in the Redevelopment Trust Fund in accordance with Section 163.3187, Florida Statutes (1994 Supplement), as amended by Chapters 95-147, 95-310, 95-322 and 95-396, Laws of Florida. No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Casselberry nor any of said Agency's programs or projects. In no event may the City of Casselberry pledge or assert any interest in any Seminole County revenues or funds.

(d) In the event that a joint planning agreement, as contemplated in paragraph (e), below, has been entered by and between Seminole County and the City of Casselberry on or before December 31, 1996, and a utility surcharge reduction interlocal agreement as described in paragraph (f), below; the City of Casselberry may seek and request from Seminole County the dedication of County tax increment revenues to the Community Redevelopment District. In the event that the City of Casselberry has, to the satisfaction of Seminole County, entered into both the joint planning and utility surcharge reduction interlocal agreements contemplated herein; the tax increment revenues derived from Seminole County revenues may, by means of the due adoption of a resolution by the Board of County Commissioners of Seminole County, be dedicated to the Community Redevelopment Agency created herein and the term of the Community Redevelopment Agency may be extended from fifteen (15) years to a maximum of thirty (30) years.

(e) The aforementioned joint planning agreement shall address, at a minimum, annexation issues and policies, the coordination of the provision of public services, the possible Seminole County contribution of tax increment revenues and possible extensions of the term of existence pertaining to the Community Redevelopment Agency. The goal of the joint planning agreement shall be, among other things, to achieve service delivery and fiscal impact equities for the citizens of Seminole County who are affected by the policies and programs of the City of Casselberry. With the addition of utility rate equity issues as identified in paragraph (f) below, it is intended that the scope and context of the agreement shall otherwise be similar to that Agreement entered into by the City of Sanford and Seminole County titled "Seminole County/City of Sanford Joint Planning Interlocal Agreement", dated November 21, 1991.

(f) The aforementioned utility surcharge reduction interlocal agreement is intended to address a utility rate equity program entailing the equalization of utility rates/investments with regard to all customers served by the City of Casselberry's utility systems. The goal of this program shall be that the City of Casselberry implement rate equity throughout its utility systems in conjunction with preserving fiscal integrity of the

systems with utility related fees and charges including, but not limited to, surcharges charged to customers in the unincorporated area of Seminole County. Specifically, it is contemplated that such unincorporated area customers should have no increase over the current surcharge paid and, thus, any utility rate increase resulting from an economic necessity of the City of Casselberry should not incorporate the surcharge charged to customers in the unincorporated area of Seminole County. Additionally, it is intended that the City of Casselberry should implement a utility rate surcharge reduction for its customers located outside of the City Limits which totals, in terms of total reductions, no less than fifty percent (50%) of Seminole County's annual contribution of tax increment revenues.

(g) If the City of Casselberry has not created and established the Community Redevelopment Agency, the Central City Redevelopment Area and the Redevelopment Trust Fund on or before December 31, 1995, then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect.

(h) Any proposed additional Redevelopment Districts or any proposed expansion of the Central City Redevelopment Study Area shall require that the City of Casselberry seek and request an additional delegating resolution from Seminole County and, to that end, this delegating Resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the City of Casselberry, the Community Redevelopment Agency or within the Community Redevelopment District.

(i) Neither the City of Casselberry nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution.

(j) The Community Redevelopment Agency's governing board shall consist of five (5) members. The members of the Community Redevelopment Agency's governing board shall be appointed by the Casselberry City Commission, who shall not serve as the governing board.

(k) Should Seminole County create a Community Redevelopment Agency with jurisdiction over the City of Casselberry's Community Redevelopment Area as set forth herein, the delegation set forth herein shall automatically terminate and expire and the Community Redevelopment Agency created hereunder shall terminate and cease to exist in accordance with whatever schedule Seminole County may establish when creating the new Community Redevelopment Agency. The City of Casselberry shall structure and implement all actions relative to the creation and implementation of the Community Redevelopment Agency in order to facilitate and contemplate such contingent termination, expiration and dissolution.

(l) Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or countywide Community



Redevelopment Agency that may be established in the future by Seminole County. To that end, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations and liabilities to Seminole County and/or a multi-jurisdictional or countywide Community Redevelopment Agency established by Seminole County; provided, however, that any funds on account at the time of termination, expiration or dissolution of the City of Casselberry Community Redevelopment Agency that are not encumbered or pledged as security for any indebtedness shall be transferred to the City of Casselberry for use, as the City of Casselberry deems fit, within the proposed City of Casselberry Central City District; provided, further, however, that any real or personal property that has been purchased with Community Redevelopment Agency funds shall become the property of the City of Casselberry unless pledged or encumbered.

(m) The City of Casselberry shall, to the fullest extent authorized by law, hold harmless and indemnify Seminole County for and against any losses or claims of any and all types or natures whatsoever resulting in any way whatsoever from the creation of the Community Redevelopment Agency and any and all activities of any types or natures of or by the Community Redevelopment Agency or the City of Casselberry.

**BE IT FURTHER RESOLVED**, that any action by the City of Casselberry or the contemplated Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.

**BE IT FURTHER RESOLVED** that this delegation is made at the request of the City of Casselberry and shall not be construed to represent the taking on or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County pursuant to Chapter 163, Florida Statutes (1993), as amended, or any other law, rule or regulation (except only as to Seminole County's consent that the City of Casselberry may create a Community Redevelopment Agency pursuant to the terms and conditions hereof and consistency with the provisions of the Seminole County Comprehensive Plan) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.

**BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable. Moreover, this Resolution should not be construed to constitute Seminole County approval of the funding of an administrative building for any public body out of tax increment revenues.

**ADOPTED** this 14th day of November, 1995.

\*Note: Exhibit A is on record with the Clerk of the Circuit Court.



**SECTION 1630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**16.1030.10 CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY**

**16.10.1030.10.10**

**RESOLUTION NO. 98-R-181**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF AUGUST 25, 1998.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, the City of Casselberry is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and

**WHEREAS**, with a common and united commitment to progressive and positive economic development for the benefit of the citizens of the City of Casselberry and unincorporated Seminole County, the City of Casselberry and Seminole County has over the past several years engaged in positive dialogue and communications in an effort to encourage vibrant economic development within the incorporated area of the City of Casselberry and the unincorporated areas of Seminole County; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes, Seminole County may delegate to the governing bodies of municipalities within Seminole County the exercise of such powers conferred upon Seminole County in Part III, Chapter 163, Florida Statutes, as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes, permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, by Resolution 95-R-255, dated November 14, 1995, and adopted pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County delegated to the City of Casselberry the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter, 163, Florida Statutes (1993), as amended, such powers specifically including the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessary appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency pursuant to Part III, Chapter 163, Florida Statutes 91993), as amended; and

**WHEREAS**, the Board of County Commissioners of Seminole County in Resolution 95-R-255 set the following conditions upon the delegation of authority to the City of Casselberry in paragraph (c):



None of the "increment revenues" derived by Seminole County shall be appropriated by Seminole County or deposited in the Redevelopment Trust Fund in accordance with Section 163.3187, Florida Statutes (1994 Supplement), as amended by Chapters 95-147, 95-310, 95-322 and 95-396, Laws of Florida. No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Casselberry nor any of said Agency's programs or projects. In no event may the City of Casselberry pledge or assert any interest in any Seminole County revenues or funds.

and

**WHEREAS**, the City of Casselberry, acting in accordance with Resolution 95-R-255, established the Casselberry Community Redevelopment Agency which has been active in the rehabilitation of real property within its community redevelopment area; and

**WHEREAS**, in the time since the establishment of the Casselberry Community Redevelopment Agency, the Board of County Commissioners of Seminole County, acting in accordance with Part III, Chapter 163, Florida Statutes, has created the U.S. Highway 17-92 Corridor Community Redevelopment Agency for the purpose of rehabilitating blighted areas of the U.S. Highway 17-92 corridor throughout the unincorporated areas of Seminole County; and

**WHEREAS**, several cities within Seminole County, including the City of Casselberry by resolution, have concurred in Seminole County's U.S. Highway 17-92 Corridor Community Redevelopment Agency Redevelopment Plan; and

**WHEREAS**, the Board of County Commissioners of Seminole County now desires, in the spirit of continued cooperation in the redevelopment of the United States Highway ~~17-92~~ 17-92 area, to participate in the City of Casselberry Redevelopment Plan,

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

Pursuant to Section 163.410, Florida Statutes (1997), the Board of County Commissioners of Seminole County, Florida, acting for and on behalf of Seminole County, Florida, hereby modifies Resolution 95-R-255 of the Board of County Commissioners, the resolution which delegated to the City of Casselberry the authority to establish a community redevelopment agency, as follows:

1. The delegation of authority set forth in Resolution Number 95-R-255 is modified consistent with the provisions of this Resolution.



2. Notwithstanding any language to the contrary in Resolution 95-R-255, commencing in the tax year 1998, "increment revenues" derived by Seminole County for those properties located within the Casselberry Community Redevelopment Agency's redevelopment area shall be appropriated by Seminole County and deposited in the Casselberry Community Redevelopment Agency Trust Fund in accordance with Section 163.387, Florida Statutes (1997). Such increment revenues, when deposited into the Trust Fund, may be used by the Casselberry Community Redevelopment Agency in a manner consistent with its redevelopment plan and with general law. Any such funds may be pledged as collateral for the repayment of bond revenues, consistent with Part III, Chapter 163, Florida Statutes (1997) and general law. This funding shall continue through the existing term of the Casselberry Redevelopment Plan, and the level of funding shall be at the maximum level established by the funding of the Trust Fund consistent with the provisions of State law and this delegation.

3. The members of the Community Redevelopment Agency's governing board shall be appointed by the Casselberry City Commission in the following manner: Three (3) members nominated by and appointed by the Casselberry City Commission and two (2) members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission; provided, however, that such County nominees shall not make Seminole County a co-venturer or partner in any of the activities of the City of Casselberry or the Community Redevelopment Agency. In order to provide an efficient transition to County participation, this section shall be implemented by the filling of the next two (2) available positions on the Community Redevelopment Agency's governing board with members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission.

4. Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or Countywide Community Redevelopment Agency that may be established in the future by Seminole County. The potential consolidation of the Community Redevelopment Agency authorized herein with other community redevelopment areas into a multi-jurisdictional community redevelopment agency shall be optional with regard to the City of Casselberry. To address that potential, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations, and liabilities to Seminole County and/or a multi-jurisdictional or Countywide community redevelopment agency established by Seminole County; provided, however, that any funds on account at the time of termination, expiration, or dissolution of the City of Casselberry Community Redevelopment Agency, that are not encumbered or pledged as security for any indebtedness, shall be transferred to the City of Casselberry for use as the City of Casselberry deems fit, within the proposed City of Casselberry Central City District; provided, further, however, that any real or personal property that has been purchased



with Community Redevelopment Agency funds shall become the property of the City of Casselberry unless pledged or encumbered.

5. If unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the continued intent of Seminole County to require that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

6. The City of Casselberry shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency.

7. As to all activities of any type or nature of or by the Community Redevelopment Agency, the Community Redevelopment Agency shall hold harmless and indemnify the County from and against any losses or claims of any type or nature whatsoever. This condition shall not preclude the City of Casselberry from obtaining indemnification from the Community Redevelopment Agency.

8. This delegation is made at the request of the City of Casselberry and shall not be construed to represent the taking or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County under Chapter 163, Florida Statutes, or any other law, rule, or regulation (except only as to Seminole County's consent that the City of Casselberry may create a community redevelopment agency pursuant to the terms and conditions hereof) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.

9. Any action by the City of Casselberry or the Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.

10. Neither the City of Casselberry nor the Community Redevelopment Agency shall contest or challenge any provision, term, or condition of this Resolution or Resolution 95-R-255.

11. If any clause, paragraph, provision, sentence, term, condition, or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law; then this Resolution shall be of no force, effect, or meaning and, to that end, this Resolution is non-severable. Other than as stated herein, Resolution No. 95-R-255 shall remain in full force and effect as originally written.

**ADOPTED** this 25<sup>th</sup> day of August, 1998.



**SECTION ~~1630~~. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**~~16.1030.10~~ CASSELBERRY COMMUNITY REDEVELOPMENT AGENCY**

**~~16.10.1530.10.15~~**

**RESOLUTION NO. 2002-R-33**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE  
BOARD OF COUNTY COMMISSIONERS OF SEMINOLE  
COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED  
MEETING OF FEBRUARY 26, 2002.**

**WHEREAS**, amending Seminole County's Resolution Nos. 95-R-255 and 98-R-181 regarding the City of Casselberry's Community Redevelopment Agency ("CRA"); and

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, the City of Casselberry ("Casselberry") is a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County; and

**WHEREAS**, Seminole County and Casselberry have worked closely together to stimulate vibrant economic development in areas around and proximate to U.S. Highway 17/92, within the incorporated areas of Casselberry and the unincorporated area of Seminole County; and

**WHEREAS**, to stimulate said economic growth pursuant to Section 163.410, Florida Statutes (2001) and Seminole County Resolution No. 95-R-255, Seminole County delegated to Casselberry certain rights and authority to create a Community Redevelopment Agency with all necessary appurtenant responsibilities, rights and authority; and

**WHEREAS**, Casselberry did create this CRA on December 11, 1995 via Casselberry Ordinances Numbers 95-851 and 95-852; and

**WHEREAS**, the initial term of existence of this CRA was fifteen years; and

**WHEREAS**, pursuant to Seminole County Resolution No. 95-R-255, Casselberry has entered into both a Joint Planning Interlocal Agreement and a Utility Surcharge Reduction Interlocal Agreement satisfactory to Seminole County; and

**WHEREAS**, Casselberry desires and has requested of Seminole County to extend the term of existence of this CRA from fifteen (15) to twenty (20) years and to increase the CRA membership from five (5) to seven (7) members.





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

Pursuant to Section 163.410, Florida Statutes (2001), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby makes the following amendments to Seminole County Resolution No. 95-R-255

(a) Amendment of section (d) to extend of the term of the CRA from fifteen (15) to twenty (20) years; and

(b) Amendment of section (j) to increase to the membership of the CRA from five (5) to seven (7) members.

**BE IT FURTHER RESOLVED**, that Section (3) of Seminole County Resolution No. 98-R-181 is hereby amended to increase the number of members of the Community Redevelopment Agency's governing board nominated and appointed by the Casselberry City Commission from three (3) to four (4); and the number of members nominated by the Board of County Commissioners of Seminole County and appointed by the Casselberry City Commission from two (2) to three (3).

**BE IT FURTHER RESOLVED**, that except for the amendments specifically stated herein, this Resolution shall not be construed to limit or alter the provisions of Seminole County Resolutions No. 95-R-255 and 98-R-181 in any manner.

**BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law, then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable.

**ADOPTED** this 12th day of March, 2002.

**SECTION 4630. ECONOMIC DEVELOPMENT**

**46.1530.15 SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**46.15.530.15.5**

**RESOLUTION NO. 90-R-213**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF JULY 10TH, 1990.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1989), Seminole County may delegate to the governing bodies of municipalities within Seminole County, the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1989), as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes (1989), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, the City of Sanford, a Florida municipal corporation, has requested that Seminole County delegate to the City of Sanford, pursuant to Section 163.410, Florida Statutes (1989), the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1989), such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with all of the necessarily appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency under Part III, Chapter 163, Florida Statutes (1989).

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

That, pursuant to Section 163.410, Florida Statutes (1989), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby delegates to the City of Sanford such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1989), in order to create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein.

**BE IT FURTHER RESOLVED**, that the above delegation is subject to the following conditions:



(a) In accordance with Section 163.410, Florida Statutes (1989), this delegation " ... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution."

(b) The power delegated herein is the authority to create a Community Redevelopment Agency relating only to the property (the "Community Development Area") described in Exhibit "A" hereto (hereinafter referred to as "Seminole Properties") which properties relate to a proposed multi-use Development of Regional Impact shopping mall development ("Seminole Towne Center") on the 213.7 $\pm$  acres of property located in Northwestern Seminole County.

(c) No Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Sanford nor any of said Agency's programs or projects. The City of Sanford may pledge its revenues to the Agency, but in no event shall pledge or assert any interest in any Seminole County revenues or funds.

(d) If the City of Sanford has not created and established the Community Redevelopment Agency on or before June 30, 1994; then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect.

(e) If the development order for the aforementioned Development of Regional Impact is not final pursuant to Section 380.06, Florida Statutes (1989), on or before June 30, 1991, including, but not limited to, the required transportation improvements as set forth in Exhibit "B" hereto; then the delegation set forth in this Resolution shall be of no further force or effect.

(f) Any proposed additional projects or any proposed expansion of the Community Redevelopment Area shall require that the City of Sanford seek and request an additional delegating resolution from Seminole County and, to that end, this delegating resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the Community Redevelopment Agency or within the Community Redevelopment District.

(g) Neither the City of Sanford nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution.

(h) The City of Sanford shall hold harmless and indemnify the County for and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency and all activities of any type or nature of or by the Community Redevelopment Agency.

**BE IT FURTHER RESOLVED**, that any action by the City of Sanford or the contemplated Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.



**BE IT FURTHER RESOLVED**, that if a Community Redevelopment Agency is created by the City Commission of the City of Sanford and regardless of whether or not said City Commission acts as the governing body of the Community Redevelopment Agency, and thereafter such the Community Redevelopment Agency, on or before December 31, 1994, designates Seminole Properties as a Community Redevelopment Area, then the Community Redevelopment Agency may issue redevelopment revenue bonds with terms of up to 15 years on or before December 31, 1995, pursuant to Section 163.385, Florida Statutes (1989). Said bonds shall be issued to accomplish up to SIX MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$6,300,000.00) of improvements as set forth in Exhibit "C" hereto. This authorization and the delegation set forth in this Resolution shall expire on January 1, 1995, if at least 51% of the Seminole Properties has not been designated by the Community Redevelopment Agency as a Community Redevelopment Area prior to January 1, 1995, and further shall expire on January 1, 1996, if said Community Redevelopment Area has not issued redevelopment revenue bonds, as contemplated above, prior to January 1, 1996.

**BE IT FURTHER RESOLVED** that this delegation is made at the request of the City of Sanford and shall not be construed to represent any required finding or action under Chapter 163, Florida Statutes (1989), (except as to Seminole County's consent that the City of Sanford may create a Community Redevelopment Agency pursuant to the terms and conditions hereof) relative to the creation of community redevelopment agencies or areas.

**BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning and, to that end, this Resolution is non-severable.

**ADOPTED** this 10th day of July, 1990.

\*Note: Exhibit A, B and C are on record with the Clerk of the Circuit Court.

**SECTION ~~1630.~~     ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**~~16.1530.15~~     SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**~~16.15.1030.15.10~~**

**RESOLUTION NO. 93-R-181**

**SEMINOLE COUNTY, FLORIDA**

**THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF  
COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT  
THEIR REGULARLY SCHEDULED MEETING OF JUNE 8, 1993.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1991), Seminole County may delegate to the governing bodies of municipalities within Seminole County the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1991) as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes (1991), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, the City of Sanford, a Florida municipal corporation, previously requested that Seminole County delegate to the City of Sanford the right and authority to exercise certain powers conferred upon Seminole County such powers specifically including the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with all of the necessarily appurtenant responsibilities, rights, and authority as a governing body serving as a Community Redevelopment Agency; and

**WHEREAS**, such delegation occurred by means of the adoption of Resolution Number 90-R-213 by the Board of County Commissioners of Seminole County on July 10, 1990; and

**WHEREAS**, the City of Sanford has requested Seminole county to modify the delegation in certain limited ways which includes the expansion of the delegation to the City in order that the City may incorporate recently annexed lands into the jurisdictional boundaries of the Community Redevelopment Agency,

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

That, pursuant to Section 163.10, Florida Statutes (1991), the Board of County Commissioners of Seminole County, Florida, acting for and on behalf of Seminole



County, Florida, hereby modifies, to a limited extent, the delegation of power made to the City of Sanford delegating such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1991), in order for the City of Sanford to create and establish a community redevelopment agency within its municipal boundaries subject to the conditions and limitations set forth herein; provided, however, that all matters set forth in Resolution Number 90-R-213 shall continue in full force and effect except as specifically modified herein.

**BE IT FURTHER RESOLVED** that the delegation of authority set forth in Resolution Number 90-213 is modified only in the following ways:

(a) The delegation shall relate to that certain real property described in Exhibit "A" attached hereto and made a part hereof.

(b) The Redevelopment Agency established by the City of Sanford pursuant to the provisions of Resolution Number 90-R-213 may, on or before December 31, 1995, pursuant to Section 163.385, Florida Statutes (1991), issue redevelopment revenue bonds in an amount not to exceed \$10,000,000.00 in lieu of the \$6,285,157.00 figure set forth in Exhibit "C" to Resolution Number 90-R-213 and the \$6,300,000.00 figure set forth at Page 4 of said Resolution. Furthermore, said bonds may be issued with terms of up to twenty (20) years from date of issuance.

(c) The above modifications are subject to and conditional upon neither the City of Sanford nor the Community Redevelopment Agency contesting or challenging any provision, term, or condition of this Resolution and Resolution Number 90R-213.

**BE IT FURTHER RESOLVED**, that this delegation modification is made at the request of the City of Sanford and shall not be construed to represent any required finding or action under Chapter 163, Florida Statutes (1991), (except as to Seminole County's consent that the City of Sanford may create a community redevelopment agency pursuant to the terms and conditions of Resolution Number 90-R-213 and hereof) relative to the creation of community redevelopment agencies or areas.

**BE IT FURTHER RESOLVED** that if any clause, paragraph, provision, sentence, term, condition, or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable, or otherwise contrary to law; then this entire Resolution shall be of no force, effect, or meaning and, to that end, this Resolution is non-severable.

**ADOPTED** this 8<sup>th</sup> day of June, 1993.

\*Note: Exhibit A is on record with the Clerk of the Circuit Court.

**SECTION 4630. ECONOMIC DEVELOPMENT PLANNING AND DEVELOPMENT**

**46.4530.15 SANFORD COMMUNITY REDEVELOPMENT AGENCY**

**46.15.4530.15.15**

**RESOLUTION NO. 95-R-246**

**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 24, 1995.**

**WHEREAS**, Seminole County is a political subdivision of the State of Florida which has adopted a Home Rule Charter; and

**WHEREAS**, pursuant to Section 163.410, Florida Statutes (1993), Seminole County may delegate to the governing bodies of municipalities within Seminole county, the exercise of such powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, as Seminole County may deem appropriate; and

**WHEREAS**, Section 163.410, Florida Statutes (1993), permits such a delegation to be made subject to such conditions and limitations as Seminole County may impose; and

**WHEREAS**, the City of Sanford, a Florida municipal corporation which is wholly located within the jurisdictional boundaries of Seminole County, has adopted Resolution Number 95-1704 and has requested that Seminole County delegate to the City of Sanford, pursuant to Section 163.410, Florida Statutes (1993), the right and authority to exercise certain powers conferred upon Seminole County by Part III, Chapter 163, Florida Statutes (1993), as amended, such powers to specifically include the power to create a Community Redevelopment Agency as part of the municipal public body or taxing authority, together with necessarily appurtenant responsibilities, rights and authority as a governing body serving as a Community Redevelopment Agency under Part III, Chapter 163, Florida Statutes (1993), as amended; and

**WHEREAS**, a prior delegation occurred by means of the adoption of Resolution Number 93-R-181 by the Board of County Commissioners of Seminole County on June 8, 1993 (which was a modification of the delegation which occurred on July 10, 1990 pursuant to the adoption of Resolution Number 90-R-213 by the Board of County Commissioners of Seminole County); and

**WHEREAS**, insomuch as the City of Sanford has previously been delegated the authority to create a Community Redevelopment District over a certain area of property and has now requested that the delegation be modified to include an additional area into the jurisdictional limits of the Community Redevelopment Agency and insomuch as Board of County Commissioners of Seminole County have found and determined that



the addition to the jurisdictional limits of the Community Redevelopment Agency would serve a public purpose and would be consistent with the goals, policies and objectives of the Seminole County Comprehensive Plan,

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

(1) The delegation of authority set forth in Resolution Number 93-R-181 is modified consistent with the provisions of this Resolution.

(2) Pursuant to Section 163.410, Florida Statutes (1993), the Board of County Commissioners of Seminole County, Florida, acting for and on the behalf of Seminole County, Florida, hereby delegates to the City of Sanford such authority, rights, and responsibilities conferred upon Seminole County pursuant to Part III, Chapter 163, Florida Statutes (1993), as amended, in order that the City of Sanford may create and establish a Community Redevelopment Agency within its municipal boundaries subject to the conditions and limitations set forth herein.

(3) The above delegation is subject to the following conditions:

(a) The delegation shall relate solely and exclusively to that certain real property described in Exhibits "A" and "B" attached hereto and made a part hereof.

(b) In accordance with Section 163.410, Florida Statutes (1993), the this delegation "... shall confer only such powers ... as shall be specifically enumerated in [this] ... delegating resolution" and the City of Sanford shall be charged with and solely responsible for making any and all necessary findings relative to the actions taken with regard to the creation of a Community Redevelopment Agency and any and all actions taken subsequent to the creation of said Community Redevelopment Agency.

(c) The power delegated herein is the authority to create a Community Redevelopment Agency relating only to the property (the "Community Development Areas") described in : Exhibit "A" attached hereto, which subject properties relate to the area proximate to or a part of the Seminole Towne Center Mall in northwest Seminole County; and Exhibit "B" attached hereto, which description relates to a proposed City of Sanford Downtown Water-front District containing numerous parcels of property and is located in an area lying essentially along the shore of Lake Monroe or proximate thereto within the existing municipal limits of the City of Sanford. As to the Community Redevelopment Area described in Exhibit "B", if unincorporated properties within the Community Redevelopment Area Study Area voluntarily petition for annexation, it is the intent of Seminole County that all formal processes be accomplished relative to the inclusion of said properties into the Community Redevelopment Area.

(d) As to the Community Redevelopment Area described in Exhibit "A", the following provisions of Resolutions 93-R-181 and 90-R-213 shall specifically continue to govern: paragraph (b) of 93-R-181; and, paragraphs (c) through (f) of 90-R-213.





(e) As to the Community Redevelopment Area described in Exhibit "B", except for ninety-five percent (95%) of the "increment revenues" which shall be appropriated by Seminole County and by the City of Sanford and deposited in the Redevelopment Trust Fund in accordance with Section 163.3187 (1994 Supplement), as amended, for a period not exceeding twenty (20) tax years, no Seminole County tax revenues, equivalent revenues, or any other County funds of any kind shall be used in any way to fund the Community Redevelopment Agency created by the City of Sanford nor any of said Agency's programs or projects. The City of Sanford may pledge its revenues to the Agency, but in no event shall pledge or assert any interest in any Seminole County revenues or funds.

(f) If the City of Sanford has not created an established the Community Redevelopment Agency as contemplated herein on or before December 31, 1995, including the enactment of an ordinance establishing a Redevelopment Trust Fund as to the Community Redevelopment Area described in Exhibit "B"; then the delegation set forth in this Resolution shall be deemed terminated and shall be of no further force or effect; provided, however, that the delegation relative to the lands described in Exhibit "A" to which Resolution Number 93-R-181, relates as set forth in that Resolution shall remain in effect consistent with its terms.

(g) Any proposed additional Community Redevelopment Areas or any proposed expansion of the Community Redevelopment Areas shall require that the City of Sanford seek and request an additional delegating resolution from Seminole County and, to that end, this delegating Resolution shall not be deemed or construed, in any way, as a general delegation by Seminole County nor a pledge of any Seminole County funds or revenues to be used by the City of Sanford, the Community Redevelopment Agency or within the Community Redevelopment Areas.

(h) Neither the City of Sanford nor the Community Redevelopment Agency shall contest or challenge any provision, term or condition of this Resolution, Resolution Number 93-R-181 or Resolution Number 90-R-213.

(i) The members of the Community Redevelopment Agency's governing board shall be appointed by the Sanford City Commission in the following manner; Three (3) members nominated by and appointed by the Sanford City Commission and two (2) members nominated by the Board of County Commissioners of Seminole County and appointed by the Sanford City Commission; provided, however, that such County nominees shall not make Seminole County a co-venturer or partner in any of the activities of the City of Sanford or the Community Redevelopment Agency.

(j) Any and all actions relative to the creation and implementation of the Community Redevelopment Agency shall be structured and configured in such a way as to facilitate the consolidation of the Community Redevelopment Agency and all of its projects and programs into any multi-jurisdictional or countywide Community Redevelopment Agency that may be established in the future by Seminole County. The potential consolidation of the Community Redevelopment Agency authorized herein with



other community redevelopment areas into a multi-jurisdictional community redevelopment agency shall be optional with regard to the City of Sanford. To address that potential, however, all documents of creation and implementation of the Community Redevelopment Agency shall provide for the contingent future transfer of any and all projects, programs, assets, property, funds, obligations and liabilities to Seminole County and/or a multi-jurisdictional or countywide Community Redevelopment Agency established by Seminole County.

(k) The City of Sanford shall and hereby does hold harmless and indemnify Seminole County from and against any losses or claims of any type or nature whatsoever resulting in any way from the creation of the Community Redevelopment Agency.

(l) As to all activities of any type or nature of or by the Community Redevelopment Agency, the Community Redevelopment Agency shall hold harmless and indemnify the County from and against any losses or claims of any type or nature whatsoever. This condition shall not preclude the City of Sanford from obtaining indemnification from the Community Redevelopment Agency.

(4) Any action by the City of Sanford or the Community Redevelopment Agency in conflict with the limitations and requirements stated herein shall immediately revoke and rescind the authorization and delegation to the full extent made in this Resolution.

(5) This delegation is made at the request of the City of Sanford and shall not be construed to represent the taking on or acceptance of any obligation by Seminole County or the making of any required finding or action by Seminole County under Chapter 163, Florida Statutes (1993), as amended, or any other law, rule or regulation (except only as to Seminole County's consent that the City of Sanford may create a Community Redevelopment Agency pursuant to the terms and conditions hereof, the provisions of Paragraph (3)(e) on page 4 hereof, and consistency with the provisions of the Seminole County Comprehensive Plan) relative to the creation of community redevelopment agencies or areas and any actions relating thereto.

(6) If any clause, paragraph, provision, sentence, term, condition or part of this Resolution is found to be invalid, inoperable, unconstitutional, unenforceable or otherwise contrary to law; then this entire Resolution shall be of no force, effect or meaning.

(7) This resolution should not be construed to constitute County approval of the funding of an administrative building for any public body out of tax increment revenues.

**ADOPTED** this 24<sup>th</sup> day of October, 1995.

\*Note: Exhibit A and B are on record with the Clerk of the Circuit Court.



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Assignment of IFB-3092-04/JVP -Term Contract for EMS Supplies and Minor Equipment, from Tri-Anim Healthcare Services to Bound Tree Medical, LLC, Ohio

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Tammy Roberts

**EXT:** 7115

**MOTION/RECOMMENDATION:**

Assignment of IFB-3092-04/JVP - Term Contract for EMS Supplies and Minor Equipment, from Tri-Anim Healthcare Services to Bound Tree Medical, LLC, Ohio.

County-wide

Ray Hooper

**BACKGROUND:**

IFB-3092-04/JVP provides EMS supplies and equipment on an as needed basis. In June of 2008 Bound Tree Medical and Tri-Anim Health Services merged to create the nation's leading specialty healthcare distributor. As a result of the merger, Seminole County EMS will now be serviced by Bound Tree Medical. All pricing, terms and conditions of IFB-3092-04/JVP will remain the same.

Supporting documentation includes the Assignment as prepared by the County Attorney's Office and merger information provided by BoundTree Medical.

**STAFF RECOMMENDATION:**

Staff recommends that the Board to approve and authorize the chairman to execute the assignment of IFB-3092-04/JVP - Term Contract for EMS Supplies and Minor Equipment, from Tri-Anim Healthcare Services to Bound Tree Medical, LLC, Ohio.

**ATTACHMENTS:**

1. Agreement
2. Merger Information

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

**ASSIGNMENT OF TERM CONTRACT FOR EMS SUPPLIES AND MINOR EQUIPMENT  
(IFB-3092-04/JVP)**

**THIS ASSIGNMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **TRI-ANIM HEALTH SERVICES, INC.**, whose address is 13170 Telfair Avenue, Sulmar, California, 91342, hereinafter called "ASSIGNOR", **BOUND TREE MEDICAL, LLC**, whose address is 5200 Rings Road, Dublin, Ohio 43017, hereinafter called "ASSIGNEE," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY and ASSIGNOR entered into a Term Contract for EMS Supplies and Minor Equipment Agreement (IFB-3092-04/JVP) on August 20, 2004, whereby ASSIGNOR agreed to provide COUNTY with EMS supplies and minor equipment services on a continuing basis; and

**WHEREAS**, ASSIGNOR, as of June 5, 2008, has merged its business with the ASSIGNEE; and

**WHEREAS**, both majority shareholders and executives of ASSIGNOR and ASSIGNEE desire this assignment of the ASSIGNOR's rights and responsibilities under the August 20, 2004 Agreement to the ASSIGNEE; and

**WHEREAS**, Section 14 of the Term Contract entered into between COUNTY and ASSIGNOR on August 20, 2004, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

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

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

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated August 20, 2004, as amended on February 9, 2005, for EMS supplies and minor equipment (IFB-3092-04/JVP) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated August 20, 2004 to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.



(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated August 20, 2004.

**(Signature Page Follows)**

IN WITNESS WHEREOF, the parties hereto have made and executed this Assignment on the date below written.

ATTEST: TRI-ANIM HEALTH SERVICES, INC.

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST: BOUND TREE MEDICAL, LLC

By: \_\_\_\_\_

(CORPORATE SEAL)

Date: \_\_\_\_\_

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA



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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

County Attorney

AC:sjs  
9/25/08  
P:\Users\Legal Secretary CSB\Purchasing 2008\Agreements\IFB-3092-04 Assignment.doc

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MARYANNE MORSE  
CLERK OF DISTRICT COURT

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SEMINOLE CO. FLA.  
D.C.



FOR IMMEDIATE RELEASE

## **Bound Tree Medical and Tri-anim Health Services Merge to Better Serve Growing EMS, Acute Care and Surgical Markets**

*Combined companies to provide national sales representation, an enhanced product offering and customized tools & services*

**Dublin, OH & Sylmar, CA – June 5, 2008** – Bound Tree Medical, a leading supplier of emergency medical equipment and supplies, and Tri-anim Health Services, the largest specialty distributor of acute care, surgical and EMS products, announced today the signing of a merger agreement to create an industry-leading specialty healthcare distribution company. The merger is motivated by the complementary nature of the two specialty healthcare businesses and the opportunity to better serve the EMS, acute care and surgical markets.

The two companies will continue to operate under their existing names with Bound Tree focusing on serving EMS providers and Tri-anim serving multiple specialties within hospitals. Combined, the companies will offer more than 100,000 items to healthcare providers through 17 distributions centers strategically located throughout the United States.

With a team of knowledgeable sales and service people and products from leading-edge manufacturers, the new company can better leverage their knowledge and experience to satisfy a wide array of customer needs. Linden Joseph, President of Bound Tree, will continue in his role and will lead the integration of EMS businesses.

"This is a great opportunity for the combined companies to provide even more products and services to customers that are serving patients in life-threatening situations on a daily basis," said Joseph. "We take pride in assisting EMS and affiliated healthcare providers with critical supplies, equipment and training that make their jobs easier and more effective," he added.



"The ability to provide and introduce life sustaining technologies to EMS customers is what we originally envisioned in creating our EMS platform," said Bob Byers, President and CEO of Tri-anim. "Now more than ever, our combined EMS customers expect us to be the leaders in presenting them with new and innovative products, help them to make the best decisions possible and provide the most positive outcomes for their patients. Joining forces with Bound Tree will enable us to provide our EMS customers with an even broader range of products and higher level of support. We will integrate the best practices of both companies adding tremendous value to the EMS market"

Joseph concluded, "Both companies have been developing similar organizational structures, sales models and tools to help our customers better serve their patients. As a result, many synergies and new opportunities have already been identified. The combined companies will continue to provide the benefits of an established national supplier with superior customer service from local account managers."

#### **About the Transaction**

Water Street Healthcare Partners, a Chicago-based private equity firm focused exclusively on the health care industry, is supporting the multi-million dollar deal with operating expertise and an equity investment to further extend the combined entity's market-leadership position. Noting that Water Street's team is comprised of leaders who have managed some of the biggest health care distribution companies in the world, Chris Sweeney, the firm's lead principal on the proprietary deal, stated: "Our expertise and ideas helped bring together two market leaders that will deliver much greater value together than they would separately. This is a transformational combination that addresses a rising need in the health care industry for a knowledgeable national supplier. We see tremendous opportunity to further expand into complementary health care markets that will benefit from a specialized distributor with a national network."

#### **About Bound Tree Medical**

Bound Tree Medical is a specialty distributor of medical equipment, pharmaceuticals and supplies to the pre-hospital marketplace. The company markets its products through a national sales force to EMS providers, fire departments, hospitals, colleges and universities throughout the United States and Europe. The company employs approximately 240 people and has facilities in New Hampshire, Ohio, Tennessee, South

Carolina, Wisconsin, Arizona, California and the United Kingdom. To learn more, visit [www.boundtree.com](http://www.boundtree.com).

#### **About Tri-anim**

For more than 30 years, Tri-anim has met the needs and exceeded the expectations of providers throughout the healthcare continuum, including hospitals, emergency medical services (EMS), long-term care facilities, surgery centers and nursing homes. All in-stock orders received - until 5 pm - are shipped the same day from one of 13 distribution centers nationwide. Tri-anim is an industry leader providing e-commerce solutions enabling customers a faster and more efficient procurement method for purchasing medical products. The e-Quick® System, a proprietary patent-pending technology, allows customers to place a five-line order in less than 45 seconds. For more information, go to [www.Tri-anim.com](http://www.Tri-anim.com).

#### **About Water Street Healthcare Partners**

Water Street Healthcare Partners is a Chicago-based private equity firm focused exclusively on health care. One of the most active investors in health care today, Water Street has a strong track record of building market-leadership companies across the health care industry. The firm has particular expertise in corporate divestitures from the world's leading health care companies, including Johnson & Johnson, Medtronic, Smith & Nephew and Stryker Corporation. Water Street's team is comprised of highly experienced industry executives and private equity professionals who have worked together for more than 10 years and whose investments include: Access MediQuip, Alpine Biomed, Facet Technologies, Lakewood Pathology Associates, Physiotherapy Associates and Precision Dynamics Corporation. For more information about Water Street, visit [www.wsHP.com](http://www.wsHP.com).

###

#### **Bound Tree Media Contact:**

Andrew Love  
Bound Tree Medical  
5200 Rings Road  
Dublin, OH 43017  
614-760-5044  
[alove@boundtree.com](mailto:alove@boundtree.com)  
[www.boundtree.com](http://www.boundtree.com)

#### **Tri-anim Media Contact:**

Bill Vitez  
Tri-anim Health Services  
13170 Telfair Avenue  
Sylmar, CA 91342  
818-362-6882  
[B.Vitez@Tri-anim.com](mailto:B.Vitez@Tri-anim.com)  
[www.Tri-anim.com](http://www.Tri-anim.com)



Making Precious Minutes Count...™

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CLERK OF DISTRICT COURT

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SEMINOLE CO. FLA.  
D.C.

## **BOUND TREE MEDICAL, LLC**

### **OFFICERS**

**June 5, 2008**

Officers
Linden P. Joseph (President)
Mark J. Dougherty (Treasurer and Secretary)



Making Precious Minutes Count...™

September 19, 2008

SEMINOLE COUNTY  
FINANCE DEPT.  
P.O. BOX 8080  
SANFORD, FL 32772

FILED IN OFFICE  
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CLERK OF COURT  
SEMINOLE CO. FLA.  
D.C.

Dear Valued Customer,

In June of this year, Bound Tree Medical and Tri-anim Health Services announced a merger designed to create the nation's leading specialty healthcare distributor. As a result of the merger, all EMS customers will now be serviced by Bound Tree Medical.

In order to ensure a smooth transition for you, we would like to take this opportunity to share some important information which will assist you in placing future orders. Please save the information provided below:

**Your Account #:** 106223

**Bound Tree Account Manager:** JEFF PLUMB  
1-800-533-0523, ext. 5106

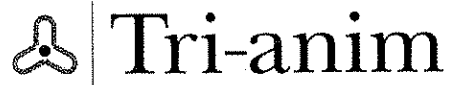
**Payment Terms:** NET 30

**Freight Terms:** FREE FREIGHT

Beginning on Monday, September 29th, Bound Tree will be supporting all EMS activity including order processing, product shipments, etc. To assist with the transition, we have included a list of frequently asked questions (FAQ's) that we believe will assist you. If you have additional questions, please contact your local Bound Tree Account Manager or call **Bound Tree Customer Service at 1-800-533-0523**. You can also reach me directly at 614-760-5012. We look forward to serving you. Thank you.

Sincerely,

Linden P. Joseph  
President



## **Bound Tree Medical/Tri-anim Health Services Merger Frequently Asked Questions (FAQ's)**

- Q:** Who will be my sales person?
- A:** Your salesperson has been designated on the cover letter that has been included in this packet. Please contact them directly with questions regarding the transition or if you would like to place an order.
- Q:** I currently buy online from Bound Tree or Tri-anim; should I continue to buy from the same website?
- A:** Yes, you may continue to order using the same website to place your orders. The Tri-anim e-Quick® System that you may have been using will continue to be available, and has been updated to include Bound Tree information and products.
- Q:** Where will my shipments come from?
- A:** Tri-anim EMS products have been added to the five existing Bound Tree warehouses and your shipments now will originate from those facilities. Locations include: Visalia, CA; Tempe, AZ; Memphis, TN; Hilton Head Island, SC and Henniker, NH.
- Q:** Will it take the same amount of time to receive my orders?
- A:** Bound Tree delivers to more than 95% of the population in the United States via UPS Ground in two days or less. Depending on your location, you should not see a material change in the timing of your shipments. Please contact your local Account Manager if you have questions.
- Q:** How do I reach Customer Service?
- A:** You may call Bound Tree Customer Service at 1-800-533-0523 any time between 7:30am and 8:00pm (EST) Monday through Friday. Fax orders or inquiries can be sent to 1-800-257-5713 and email orders can be sent to [CustomerService@BoundTree.com](mailto:CustomerService@BoundTree.com).
- Q:** Can I still get all of the same products that I normally buy?
- A:** Yes, we are continuing to offer the same products that you are currently purchasing. In some cases, we may offer the same or superior product from a different manufacturer. Please note that many part numbers will be changing. Bound Tree Customer Service will alert you to the new product numbers when you place your orders. You will also see the product number conversions when you order online.
- Q:** Do I have to fill out a new credit application?
- A:** All open accounts in good standing with Tri-anim will be honored by Bound Tree.
- Q:** Do I have to fill out a new prescription authorization form when ordering pharmaceuticals?
- A:** If you do not have a signed prescription authorization form on file at Bound Tree, you will be required to complete one prior to receiving shipments of pharmaceuticals.

The frequently asked questions listed above are just a sampling of the questions you may have. Please contact the Bound Tree Medical **Customer Service Department at 1-800-533-0523** if you have additional questions. We are committed to serving your needs and exceeding your expectations.

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STANFORD, FL



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BY SEMINOLE CO. FLA.  
D.C.

September 11, 2008

Tammy Roberts ✓  
Senior Procurement Analyst  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

Dear Ms. Roberts,

As a Tri-anim Healthcare Services customer, I would like to take this opportunity to welcome you to Bound Tree Medical, LLC. As announced on June 5th, Bound Tree merged with the emergency medical supplies division of Tri-anim. We are very excited to support your EMS supply needs and look forward to our new relationship with you.

If you are not familiar with our company, we are the leading source for EMS supplies and equipment in the nation with 30 years of experience offering the products you need for quality patient care. Headquartered in Dublin, Ohio, we operate distribution centers in Henniker, NH, Tempe, AZ, Visalia, CA and Southaven, MS, a suburb of Memphis, TN. We have over 60 Account Managers in the field to help our customers select the best products to meet their needs.

We are working diligently to make the transition as smooth as possible. In the mean time, you may continue to work with Patrick Sullivan, Inside Sales Representative for the state of Florida. He can help provide you with information regarding our products and services.

Additionally, to help ease the transition for you, we have included a copy of our merger press release, a listing of our officers, and a copy of our Federal Form W-9. If you have any questions, please do not hesitate to contact me directly at 614-760-5012. Thank you.

Sincerely,

Linden P. Joseph  
President

9/22/08 Tammy - Purchasing  
Manager - Dublin, So. Ohio

✓# 213034

Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific  
Instructions on page 2.

Name (as shown on your income tax return)

**Bound Tree Medical LLC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☒ Partnership  
☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..P...  
☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**P.O. Box 8023**

City, state, and ZIP code

**Dublin, OH 43016**

List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

Employer identification number

31

1739487

### Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign  
Here

Signature of  
U.S. person ▶

*Michael Root*

Date ▶

5/14/08

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,





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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Change Order #2 to CC-2945-07/VFT - Rising Sun Boulevard Water Main

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Diane Reed

**EXT:** 7120

**MOTION/RECOMMENDATION:**

Approve Change Order #2 to CC-2945-07/VFT with C & C Site Development, Inc of Osteen, Florida, in the amount of \$42,440.63, to provide for a second jack & bore which requires additional relocation of existing underground utilities including electric, telephone and a wastewater force main.

County-wide

Ray Hooper

---

**BACKGROUND:**

CC-2945-07/VFT provides for all labor, materials, equipment, tools, transportation, services and incidentals required for the relocation and retiring of Seminole County's existing potable water main, and construction of a new 12-inch diameter potable water main along the eastern side of Rising Sun Boulevard between Red Bug Lake Road and La Mesa Avenue.

Change Order #2 to CC-2945-07/VFT will provide for a second jack & bore, which requires additional relocation of existing underground utilities including electric, telephone and a wastewater force main. The original jack & bore could not be completed due to a conflict with the mast arm base at the South East corner of Rising Sun Boulevard and Red Bug Lake Road. Casing from the original jack & bore was abandoned in-place and filled with grout.

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

Original Agreement Sum	\$236,831.30
Change Order #1	(Time Only)
Change Order #2	<u>42,440.63</u>
Revised Agreement Total	\$279,271.93

This is a budgeted project and funds are available in in the account line for Construction in Progress - Rising Sun Blvd Water Main (087817.560650, CIP00214701).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Change Order #2 to CC-2945-07/VFT with C & C Site Development, Inc of Osteen, Florida, in the amount of \$42,440.63, to provide for a second jack & bore which requires additional relocation of existing underground utilities including electric, telephone and a wastewater force main.

**ATTACHMENTS:**

1. CC-2945-07\_VFT-Backup Documentation

**Additionally Reviewed By:**☐ County Attorney Review ( Ann Colby )

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

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

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

Contract Number: CC-2945-07 Initiation Date: 08/15/2008 Change Order No.: 2 Other Project No.: 10201068  
CIP Number: 214701 Contract Date: 06/02/2008 ☐ Work Order No.: \_\_\_\_\_ Vendor No.: \_\_\_\_\_

Contract Title:  
Rising Sun Bld Water Main

You are requested to make the following change(s) in this Contract/Work Order, and reason(s) are provided:  
See attached

Original Contract/Work Order Sum	\$236831.30
Contract/Work Order sum prior to this change order	\$236831.30
Change Order Sum ( <input checked="" type="checkbox"/> increase) ( <input type="checkbox"/> decrease) ( <input type="checkbox"/> unchanged)	\$42440.63
New Contract/Work Order sum including this change order will be	\$279271.93
Time will be ( <input checked="" type="checkbox"/> increased) ( <input type="checkbox"/> decreased) ( <input checked="" type="checkbox"/> unchanged) by	0 Days
Final Completion Date through this change order	10/16/2008

**Waiver:** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract/Work Order 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.

This Change Order ☒ does ☐ does not involve changes to the design of the project, which would require signature by the Architect/Engineer of Record. Project Manager (initials) \_\_\_\_\_

Jeannette Leviti  
Project Manager (Signature)  
500 W. Lake Mary Blvd.  
Sanford, Fla 32773  
Department/Division  
By: Jeannette Leviti  
(Print Name)  
Date: 9-5-08

[Signature]  
Architect/Engineer (Signature)  
315 E. Lake Mary St. Ste 400  
Orlando FL 32801  
Address (List Above)  
By: Steve Jones  
(Print Name)  
Date: 9-4-08

[Signature]  
Contractor (Seal & Signature)  
680 N.S. RD 415  
Osteen, FL 32764  
Address (List Above)  
By: Rae Juhl  
(Print Name)  
Date: 8-29-08

☐ Purchasing & Contracts Approval Pursuant to Administrative Code:

WITNESSES:

Robert L. Hunter, Procurement Supervisor Date \_\_\_\_\_  
As authorized by Section 8.153, Seminole  
County Administrative Code

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS** ☒ Board Approval:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

BRENDA CAREY, Chairman Date \_\_\_\_\_

Approved as to form & legal sufficiency:

As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_, 2008  
regular meeting.

County Attorney Date \_\_\_\_\_

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

**SEMINOLE COUNTY  
CHANGE ORDER ATTACHMENT**

Project Name: Rising Sun Blvd Water Main Change Order No. 002				Project/Agreement No. CC-2945-07/VFT CIP# 214701		
Item	Description	Qty	Unit	Unit Price	Qty Incr/Decr	Amount
1	Supply 1" water Line to existing lift station	1	LS	\$656.00		\$656.00
2	Remove existing trees	3	EA	\$700.00		\$2,100.00
3	Remove/replace sidewalk	50	SY	\$4.00		\$200.00
4	Grout 30" pipe	63	LF	\$51.64		\$3,253.32
5	Relocate electrical line	1	LS	\$1,000.00		\$1,000.00
6	Re-route force main	185	LF	\$23.63		\$4,371.55
7	Abandoned steel casing (Jack & Bore)	63	LF	\$429.52		\$27,059.76
8	Replaace 30" steering head (Jack & Bore)	1	EA	\$3,800.00		\$3,800.00
Total:						\$42,440.63

***Change Order #002 - Attachment 1***

**Rising Sun Blvd Water Main**

Contract No: CC-2945-07/VFT

CIP 214701

WBS 10201068

**Reason for change:** Original jack & bore could not be completed due to conflict with mast arm base at SE corner of Rising Sun Blvd. and Red Bug Lake Road. A second jack & bore was designed and installed which required additional relocation of existing underground utilities including electric, telephone and a wastewater force main. Casing from the original jack & bore was abandoned in-place and filled with grout.



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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Change Order #4 to CC-2167-07/BHJ - Bear Lake Road Drainage Improvement

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Jacqui Perry

**EXT:** 7114

**MOTION/RECOMMENDATION:**

Approve Change Order #4 to CC-2167-07/BHJ with Prime Construction Group, Inc. of Orlando, Florida, in the amount of \$92,846.18, to provide for conflict resolution with existing utilities, additional safety measures for the traveling public and a thirty-five (35) day increase to Final Completion.

County-wide

Ray Hooper

---

**BACKGROUND:**

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

Change Order #4 to CC-2167-07/BHJ will provide for conflict resolution with existing utilities and additional safety measures for the traveling public. In addition, the Change Order will provide for thirty-five (35) additional contract days, of which five (5) days were needed for Tropical Storm Fay and thirty (30) days were needed for additional work as identified in attachment A. The revised Final Completion date is October 20, 2008.

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

Original Agreement Sum:	\$2,577,022.00
Change Order#1:	31,831.65
Change Order#2:	22,325.99
Change Order #3:	1,397.20
Change Order #4:	<u>92,846.18</u>
Revised Agreement Total:	\$2,725,423.02

This is a budgeted project and funds are available in Engineering; Roads - Bear Lake Road (Account #077541.560670, CIP#00192014).

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve Change Order #4 to CC-2167-07/BHJ with Prime Construction Group, Inc. of Orlando, Florida, in the amount of \$92,846.18, to provide for conflict resolution with existing utilities, additional safety measures for the traveling public and a thirty-five (35) day increase to Final Completion.

**ATTACHMENTS:**

1. CC-2167-07\_BHJ Change Order 4 to Prime Construction.pdf

**Additionally Reviewed By:**☐ County Attorney Review ( Ann Colby )



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

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

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

Contract Number: CC-2167-07      Change Order No.: 4

Contract Title:  
Bear Lake Rd Drainage Improvements

Contract Date: 8/29/08

☐ Work Order No.: \_\_\_\_\_

Project Description/Title:  
Bear Lake Rd Drainage Improvements

You are requested to make the following change(s) in this Contract/Work Order: See Attached Justification

Original Contract/Work Order Sum	\$2,577,022.00
Contract/Work Order sum prior to this change order	\$2,632,576.84
Change Order Sum ( <input checked="" type="checkbox"/> increase) ( <input type="checkbox"/> decrease) ( <input type="checkbox"/> unchanged)	\$ 92,846.18
New Contract/Work Order sum including this change order will be	\$2,725,423.02
Time will be ( <input checked="" type="checkbox"/> increased) ( <input type="checkbox"/> decreased) ( <input type="checkbox"/> unchanged) by	35 Days
Final Completion Date through this change order	10/20/08

**Waiver:** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of Contract/Work Order 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 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.

This Change Order ☐ does involve changes to the design of the project, requiring signature by the Architect/Engineer of Record.

This Change Order ☒ does not involve changes to the design of the project. Project Manager (initials) *AK*

*M. Collock*  
Project Manager (Signature)  
Seminole County Engineering

Department/Division  
By: *M. Collock*  
(Print Name)  
Date: 9/9/08

HDR-CCC  
Architect/Engineer (Signature)  
9240 Bear Lake Rd  
Apopka, FL. 32703  
Address (List Above)  
By: *Donna*  
(Print Name)  
Date: 9/5/08

Prime Construction Group, LLC Inc.  
Contractor (Seal & Signature)  
1000 Jetstream Dr.  
Orlando, FL. 32824  
By: *Roy W. Smith Jr.*  
President/CEO  
(Print Name)  
Date: 09/04/08

☐ Purchasing & Contracts Approval Pursuant to Administrative Code:

WITNESSES:

Robert L. Hunter, Procurement Supervisor      Date \_\_\_\_\_  
As authorized by Section 8.153, Seminole  
County Administrative Code

**SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS**      ☐ Board Approval:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

BRENDA CAREY, Chairman      Date \_\_\_\_\_

Approved as to form & legal sufficiency:

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

County Attorney      Date \_\_\_\_\_

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

## Attachment A.

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

- A. Reconstruct in kind CMU masonry retaining wall at approx. Sta. 99+40 Lt. to Sta. 100+03 Lt. for a cost of \$8,296.21.
- B. Excavate, expose to the right of way, cap and remove the abandoned portion of the 8" pvc pipeline below the existing structure at Sta. 92+86 Lt. for a total cost of \$1,642.24 and 1 additional calendar day.
- C. Install additional structure S-405A at approx. Sta. 90+40 Rt. for a total additional cost of \$1,416.77.
- D. Redesign of the new storm drain at sta. 93+80 to avoid a conflict with a previously unidentified existing water main. This involved re-routing the new storm drain system while maintaining the existing system for an additional cost of \$3,804.19.
- E. Install 75 LF of temporary water filled barrier wall to maintain safe traffic control during construction of drainage structure S-112 and S-115 near Sta. 33+50, intersection of Bear Lake Road and Bear Lake Circle for the lump sum cost of \$4,540.00.
- F. Adjust 10" water main elevation at road crossing, Sta. 21+30, to provide minimum separation as required by the utility construction drawings, below the proposed 18" storm drain pipe in lieu of crossing over the 18" storm drain pipe as shown in the plans. Additional cost of \$7,335.00 and 5 additional calendar days.
- G. The Contractor was instructed to discontinue laying 10" water main between Sta. 22+65 Lt. to Sta. 27+20 Lt. pending resolution of the conflict between the right of way map and property surveys produced by adjacent resident. Additionally, the Contractor was directed to install 10" water main at approx. Sta. 27+20 by open cut method instead of the directional drill method called for in the plans. The Contractor sought costs and time for inefficiency during suspension of controlling items of work. Contractor sought payment of \$33,324.14 and 18 calendar days to be added to the contract. HDRCCC, County and Contractor negotiated settlement for additional cost of \$24,450.00 and 14 additional calendar days added to contract time.
- H. VMS boards to be provided by the Contractor in addition to that required by the TCP at various locations and times on the project for an additional cost of \$8,230.32.
- I. Contractor to add storm drain from structure S-105B to S-106 for an additional cost of \$7,445.90.
- J. Add 5 additional calendar days to the contract due to weather.
- K. Increase pay item 999-03 Field Office by 3 Months x \$3,536.85 for an additional cost of \$10,610.55.
- L. Contractor to add additional storm drain structure with sump and skimmer, to be located between structures S-115A and S-116 for an additional cost of \$15,075.00 and 10 additional calendar days.

### REASON FOR CHANGES:

- A. Construction of drainage improvements and resulting relocation of 10" water main required Contractor to remove a portion of a CMU wall in the right of way at private property line for adjacent church.
- B. 8" PVC pipe was discovered under an existing structure to be removed and replaced with a new larger structure. Pipe was in conflict with new construction. Field inspection and investigation resulted in determination pipe was non functional and could be abandoned and removed. The Contractor was directed to cap the pipe at the right of way and remove the abandoned portion.
- C. Additional structure needed to construct 18" storm drain pipe and avoid water main conflict. The work involved construction of a modified top.
- D. The original design required maintaining the existing storm drain through the new storm drain system, constructed in the same pipe trench excavation. The redesigned configuration required the

contractor to maintain the existing storm drain, construct the new storm drain in a separate trench, modify structure S-410 to accommodate the existing storm drainage as well as flow from the newly constructed storm drain.

- E. Due to constructability issues related to the conditions of the existing storm pipe and structures the storm drain configuration was redesigned to route the storm drain from an existing manhole to new structure S-115. The distance between the manhole and S-115 was not large enough to allow the use of a trench box and otherwise provide safe vehicle passage adjacent to the trench, necessitating the need for the barrier wall.
- F. It was noted that crossing the 10" water main over the proposed 18" storm drain as shown in the plans would not give adequate cover and still allow for the required separation between the storm and water lines. The Contractor was directed to install the water main beneath the proposed storm drain rather than over as shown in the plans. Cost is compensation for additional work.
- G. The Contractor was directed by the Engineer to cease water main installation at approximate station 26+00 Lt. to 27+00 Lt. pending resolution of conflict between the right of way maps and deeds provided by adjacent property owners. The cease work occurred from 12/3/2007 through 12/7/2007, at which time the Designer's survey crew field verified the right of way locations and the Contractor went back to work. Additionally there was a note in the plans calling for this line to be directionally drilled by the Contractor that was found to be in error. The Contractor was directed to install this line by the open cut method.
- H. The Contractor was directed to utilize additional VMS boards for the detours to ensure clear direction of the 2 detours to the traveling public.
- I. Structures S-105D and S-106 as shown in the plans were determined to be outside the available right of way if installed as shown. The plans were amended, deleting structure S-105D and connecting S-105B directly to S-106, which was relocated into the right of way. Portion of the pipe was under the roadway, changing the backfill, compaction and backfill material requirements. Cost is compensation for additional work.
- J. Contractor was unable to work on Controlling Items of Work due to Tropical Storm Fay from August 18, 2008 through August 23, 2008.
- K. Field Office duration extended in conjunction with the contract time.
- L. At the direction of the County a J-7 structure and type J-1 skimmer was added to the contract at sta. 1004+00 to improve the quality of the storm water discharging into Cub Lake. The added item is to be constructed in conformance with a design revision provided by the Designer of Record.

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



ITEM A.

SC\_PCG51R

May 5, 2008

HDR Construction Control Corporation, Inc.  
Attn: Mr. Thomas Kline, Project Administrator  
315 East Robinson Street, Suite 400  
Orlando, FL 32801-1979

RE: Seminole County Contract # CC-2167-07/BHJ  
Bear Lake Road Drainage Improvement  
**Block Wall REVISED**

Dear Mr. Kline:

Prime Construction Group, Inc. is pleased to provide a change order proposal for **\$9,859.33 and two calendar days** for the work involved in restoring and reconstructing the CMU retaining wall at approximate station 100+00 left. This price includes all labor, equipment, materials, and subcontractors for the construction of:

- 63 LF of 2' high above finish grade 8" CMU retaining wall with textured stucco on front side and top. Detail using Seminole Masonry, Inc. engineering.
- 65 LF of new textured stucco and paint over existing stucco on existing 2' high above finished grade 8" CMU retaining wall.

**PCG forces will demolish, remove, and dispose of the existing wall pieces and will coordinate and assist the Seminole Masonry crew(s).** Thank you in advance for your consideration in this matter. If you have any questions, please call me.

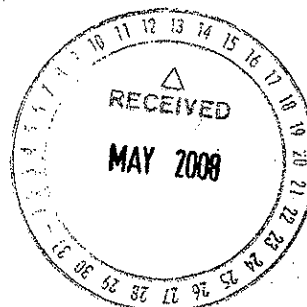
Sincerely,  
Prime Construction Group, Inc.

  
Elizabeth Ray  
Project Manager

ER/ms

Attachments: PCG Change Order Proposal Worksheet

Cc: 559 file



F:\Project\_Management\Jobs\559 Bear Lake Road\02Correspondence\To-from Owner\SC\_PCG51R Change Order Proposal\_Block Wall.doc

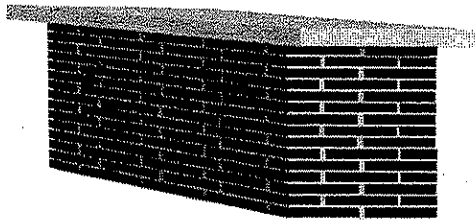
**Our People Make the Difference with Pride, Integrity and Quality**

1000 Jetstream Dr.  
Orlando, FL 32824

P.O. Box 590507  
Orlando, FL 32859-0507

Phone: 407.856.8180  
Fax: 407.856.8182

[www.pcginc.org](http://www.pcginc.org)



Seminole Masonry, Inc.  
Cris de Rojas  
1726 W. Broadway Street  
Oviedo, FL 32765

Office: 407-971-2464  
Sales: 407-467-3490  
Fax: 407-971-2519

## Proposal

Prime Construction Group  
Contact: Elizabeth Ray/Terry Kraper  
Phone: 321-202-4555/407-448-5560  
Email: eray@pcginc.org

May 5, 2008

---

### Project: #08-153 Bear Lake Road

This proposal is for construction of:

1. 63 L.F. of 2' high above finished grade 8" CMU retaining wall with textured stucco and paint on front side and top. Detail using our engineering.
2. 65 L.F. of new textured stucco and paint over existing stucco on existing 2' high above finished grade 8" CMU retaining wall.

**Includes:** labor, materials, engineering, footers, stucco, paint, concrete footer pump, and job related trash removal.

**Does not include:** survey, site preparation, permit, plans (site or hardscapes), compaction test (if needed), footing compaction (if needed), tile, stone, pre cast, signage, fencing or main entrance gates.

**Note:** Seminole Masonry will not be held responsible for damages to: landscaping, irrigation, curbing, concrete sidewalks/ driveways, or asphalt roadways incurred during the scope of our normal construction process.

**Note:** This proposal amount is based on estimated quantities of each line item. These quantities shall be field verified upon job completion, and will be equitably adjusted as needed.

**Notes:** This proposal was prepared from an on site meeting between Terry Kraper of Prime Construction and Cris de Rojas of Seminole Masonry on 4-25-08. If there is any

changes to the information provided, which affects our work this proposal will be equitably adjusted to reflect the changes.

**Total Proposed Amount: \$ 6,892.00**

Notice to owner: Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction defect in your home. Sixty (60) days before you file your lawsuit, you must deliver to the contractor, subcontractor, supplier, or design professional a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers, or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers, or design professionals. There are strict deadlines and procedures under Florida law.

According to Florida's construction lien law (Sections 713.001-713.37, Florida Statutes), those who work on your property or provide materials and are not paid in full have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor or subcontractor fails to pay subcontractors, or material suppliers, or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have paid your contractor in full. If you fail to pay your contractor, your contractor may also have a lien on your property. This means if a lien is filed, your property could be sold against your will to pay for labor, materials or other services that your contractor or subcontractor may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE ESTIMATE. CONTRACT AMOUNT MUST BE ACCEPTED WITHIN FORTY FIVE (45) DAYS OF THIS PROPOSAL. IF TIMELY ACCEPTED, THIS PROPOSAL BECOMES A CONTRACT. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. IN ANY ACTION BROUGHT TO CONSTRUCT OR ENFORCE THIS AGREEMENT THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ITS ATTORNEY'S FEES, COSTS, AND EXPENSES OF INVESTIGATION, DISCOVERY AND LITIGATION. VENUE OF ANY LAWSUITS WILL BE IN SEMINOLE COUNTY, FLORIDA. INVOICES ARE TO BE PAID IN FULL WITHIN THIRTY (30) DAYS OF INVOICE DATE AND ARE PAST DUE THEREAFTER. INTEREST ON PAST DUE INVOICES SHALL ACCRUE AT THE MAXIMUM RATE ALLOWED BY LAW.

AUTHORIZED SIGNATURE  
Seminole Masonry, Inc.

DATE

ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

SIGNATURE OF ACCEPTANCE

DATE

# Change Order Proposal

Change Request No.:

Owner Reference:

Description:

**Bear Lake Road Drainage Improvements  
Block Wall Reconstruction**

Date: 30-Jul-08

PCG Labor with Burden							
		Crew Size	Quantity	Unit	Unit Price	Extension	
1	PCG Pipe Crew						
	Foreman, Pipe	1	3	Hrs	\$46.00	\$138.00	
	Pipe Layer	1		Days	\$205.00		
	Pipe Tailman	1		Days	\$282.00		
	Operator, Track Excavator	1		Days	\$258.00		
	Operator, Loader	1	3	Hrs	\$28.00	\$84.00	
	Pipe Laborer	1	3	Hrs	\$13.00	\$39.00	
PCG Labor Subtotal							
		PCG Labor Markup		15.00%		\$261.00	
						\$39.15	
Materials							
Material Subtotal							
		Material Tax		6.50%			
		Material Markup		15.00%			
Equipment and Other Rentals							
1	Silverado 1500 X-Cab		Pickup Truck & Cell Phone	0.2	Day	\$88.62	\$17.72
	PC138 Excavator		Excavator, PC 138		Day	\$190.00	
	WA250 Wheel Loader		Loader, JD 544 - 2.5 CY	0.2	Day	\$216.84	\$43.37
	PC40 Mini Excavator		Excavator, PC 40		Day	\$80.00	
	Bomag Roller		Vibratory Roller - 54" Drum		Day	\$80.88	
Equipment and Rental							
		Rental Tax		6.50%		\$61.09	
		Rental Markup		15.00%		\$9.16	
Subcontracts							
	Wall Subcontractor - 64 LF Block Wall 2' high w/ Stucco			1	LS	\$6,892.00	\$6,892.00
Subcontractor Subtotal							
		Subcontractor Markup		15.00%		\$6,892.00	
						\$1,033.80	
		Change Order Subtotal				\$8,296.21	
		Daily Jobsite Overhead		Days	\$83.00		
		Small Tool Allowance			\$8,296.21		
						\$8,296.21	
		Bond Amount					
		Change Order Grandtotal				\$8,296.21	

Additional Contract Time requested

2 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\599 Bear Lake Road\Cost Management\Change Orders\Change Order #559-06 Block Wall Reconstruction(3).xls\Change Sheet

# Change Order Proposal

ITEM B

Change Request No.:

Owner Reference:

Description:

Bear Lake Road Drainage Improvements

Unknown Drain at S408

Date: 30-Jul-08

		Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>						
PCG Pipe Crew	Foreman, Pipe	1	4	Hrs	\$46.00	\$184.00
	Pipe Layer	1	3	Hrs	\$22.00	\$66.00
	Pipe Tailman	1	4.5	Hrs	\$18.00	\$81.00
	Operator, Track Excavator	1	4.5	Hrs	\$27.00	\$121.50
	Operator, Loader	1	4.5	Hrs	\$23.00	\$103.50
	Pipe Laborer	2	4.5	Hrs	\$34.00	\$153.00
<b>PCG Labor Subtotal</b>						\$709.00
<b>PCG Labor Markup</b>						15.00%
						\$106.35
<b>Materials</b>						
<b>Material Subtotal</b>						
<b>Material Tax</b>						6.50%
<b>Material Markup</b>						15.00%
<b>Equipment and Other Rentals</b>						
Silverado 1500 X-Cab PC45 Mini Excavator WA250 Wheel Loader PC40 Mini Excavator PC140 Rubber Tire Backhoe Equipment Container Mechanics Truck w/Welder	Pickup Truck & Cell Phone	0.5	Day	\$175.00		\$87.50
	Excavator, PC 40	0.5	Day	\$87.50		\$43.75
	Loader, JD 544 - 2.5 CY	0.5	Day	\$535.00		\$267.50
	Excavator, PC 300	0.5	Day	\$543.16		\$271.58
	Backhoe, Rubber Tire		Day	\$92.06		
	Saw, Cutoff / Demolition	0.5	Day	\$91.47		\$45.74
			Day	\$650.00		
<b>Equipment and Rental</b>						\$716.07
<b>Rental Tax</b>						6.50%
<b>Rental Markup</b>						15.00%
						\$2.97
						\$107.86
<b>Subcontracts</b>						
<b>Subcontractor Subtotal</b>						
<b>Subcontractor Markup</b>						15.00%
Change Order Subtotal						\$1,642.24
Daily Jobsite Overhead						10.00 Days \$83.00
Small Tool Allowance						\$1,642.24
						\$1,642.24
Bond Amount						
Change Order Grandtotal						\$1,642.24

Additional Contract Time requested

1 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\559 Bear Lake Road\Cost Management\Change Orders\Change Order #12 - S-408 Unknown Drain\Change Order #559-12 Unknown Drain at S408a(2).xls\Print Data



# Change Order Proposal

ITEM C.

Change Request No.:

Date: 30-Jul-08

Owner Reference:

Bear Lake Road Drainage Improvements

Description:

Design Revision - S-405A Structure Reuse

	Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>					
PCG Pipe Crew					
Foreman, Pipe	1	2	Hrs	\$46.00	\$92.00
Pipe Layer	1	2	Hrs	\$22.00	\$44.00
Pipe Tailman	1	2	Hrs	\$18.00	\$36.00
Operator, Track Excavator	1	2	Hrs	\$27.00	\$54.00
Operator, Loader	1	2	Hrs	\$23.00	\$46.00
Pipe Laborer	1	2	Hrs	\$17.00	\$34.00
<b>PCG Labor Subtotal</b>					\$306.00
<b>PCG Labor Markup</b>					15.00%
					\$45.90
<b>Materials</b>					
Mud & Bricks		1	ea	\$250.00	\$250.00
Inlet Top		1	ea	\$299.00	\$299.00
<b>Material Subtotal</b>					\$549.00
<b>Material Tax</b>					6.50%
<b>Material Markup</b>					15.00%
					\$35.69
					\$87.70
<b>Equipment and Other Rentals</b>					
Silverado 1500 X-Cab		0.25	Day	\$101.12	\$25.28
PC228 Excavator		0.25	Day	\$730.00	\$182.50
WA250 Wheel Loader		0.25	Day	\$238.09	\$59.52
PC40 Mini Excavator		0.25	Day	\$87.50	\$21.88
Equipment Container		0.25	Day	\$70.00	\$17.50
Plate Compactor		0.25	Day	\$95.00	\$23.75
Cutoff Saw		0.25	Day	\$35.00	\$8.75
<b>Equipment and Rental</b>					\$339.18
<b>Rental Tax</b>					6.50%
<b>Rental Markup</b>					15.00%
					\$2.11
					\$51.19
<b>Subcontracts</b>					
<b>Subcontractor Subtotal</b>					
<b>Subcontractor Markup</b>					15.00%
Change Order Subtotal					\$1,416.77
Daily Jobsite Overhead					Days \$83.00
Small Tool Allowance					\$1,416.77
Bond Amount					\$1,416.77
Change Order Grandtotal					\$1,416.77

Additional Contract Time requested

1 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\559 Bear Lake Road\06 Cost Management\Change Orders\Change Order #559-08 S-405A(2).xls Labor

# Change Order Proposal

ITEM D

Change Request No.:

Owner Reference:

Description:

Date: 28-Apr-08

Bear Lake Road Drainage Improvements

Design Revision - S-410, S-411, and S-412

		Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>						
PCG Pipe Crew						
	Foreman, Pipe	1	9.6	Hrs	\$53.00	\$508.80
	Pipe Layer	1	9.6	Hrs	\$25.00	\$240.00
	Pipe Tailman	1	9.6	Hrs	\$21.00	\$201.60
	Operator, Track Excavator	1	9.6	Hrs	\$31.00	\$297.60
	Operator, Loader	1	9.6	Hrs	\$26.00	\$249.60
	Pipe Laborer	1	9.6	Hrs	\$19.00	\$182.40
<b>PCG Labor Subtotal</b>						\$1,680.00
			<b>PCG Labor Markup</b>		15.00%	\$252.00
<b>Materials</b>						
Mud & Bricks			1	ea	\$250.00	\$250.00
<b>Material Subtotal</b>						\$250.00
			<b>Material Tax</b>		6.50%	\$16.25
			<b>Material Markup</b>		15.00%	\$39.94
<b>Equipment and Other Rentals</b>						
Silverado 1500 X-Cab		Pickup Truck & Cell Phone	1	Day	\$101.12	\$101.12
PC220 Excavator		Excavator, PC 220	1	Day	\$730.00	\$730.00
WA250 Wheel Loader		Loader, JD 544 - 2.5 CY	1	Day	\$238.09	\$238.09
PC40 Mini Excavator		Excavator, PC 40	1	Day	\$87.50	\$87.50
Bomag Roller		Vibratory Roller - 54" Drum	1	Day	\$90.88	\$90.88
Equipment Container			1	Day	\$72.00	\$72.00
Plate Compactor			1	Day	\$39.58	\$39.58
Cutoff Saw			1	Day		
<b>Equipment and Rental</b>						\$1,359.17
			<b>Rental Tax</b>		6.50%	\$2.57
			<b>Rental Markup</b>		15.00%	\$204.26
<b>Subcontracts</b>						
<b>Subcontractor Subtotal</b>						\$3,804.19
			<b>Subcontractor Markup</b>		15.00%	
Change Order Subtotal						\$3,804.19
Daily Jobsite Overhead				Days	\$83.00	
Small Tool Allowance			2.00%		\$3,804.19	
Bond Amount			1.25%			
Change Order Grandtotal						\$3,926.78

10111213141516171819202122232425262728293031

RECEIVED

MAY 2008

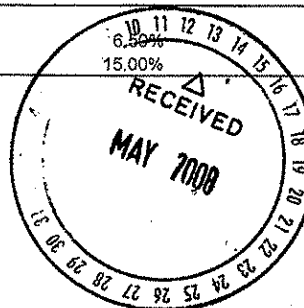
3,804.19

83.00

3,804.19

83.00

3,926.78



The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.



ITEM E

SC\_PCG56R

May 12, 2008

HDR Construction Control Corporation, Inc.  
Attn: Mr. Thomas Kline, Project Administrator  
315 East Robinson Street, Suite 400  
Orlando, FL 32801-1979

RE: Seminole County Contract # CC-2167-07/BHJ  
Bear Lake Road Drainage Improvement  
Change Order Proposal - Barrier Wall S-113A Design Revision

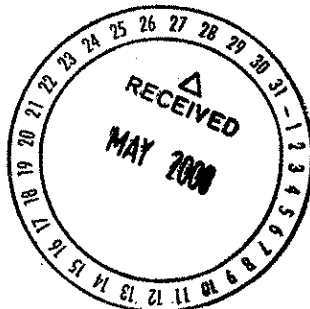
Dear Mr. Kline:

Prime Construction Group, Inc. is pleased to provide a change order proposal for **\$10,707.61 and one calendar day** for the work involved to furnish, install, and remove water-filled barrier wall at approximate station 33+00 to protect a drop-off condition created by *the additional pavement and curb removal resulting from the design revision that included utilizing the existing manhole in the northbound lane to re-route the flow to S-115. As you are aware, this design revision was necessary because the 30" and 24" pipe runs conflicted at structure S-114. The 24" pipe run between S-113 and S-114 was eliminated, and the flow was redirected through the manhole. The proximity of the manhole to S-115 made use of a trench box impossible, necessitating the excavation to be larger than could be backfilled and compacted in one work shift. This drop-off condition was eliminated by use of a barrier wall so that the work could be completed safely, in multiple shifts and contained to one lane at a time. The barrier wall was installed on May 3, 2008 in advance of the line stop, water line connection, and storm drain installation, and will be removed as soon as the drop-off condition is eliminated.*

Please develop a change order to compensate PCG for the work required to mitigate this **Design Revision**. Thank you in advance for your consideration in this matter. If you have any questions, please call me.

Sincerely,  
Prime Construction Group, Inc.

  
Elizabeth Ray  
Project Manager



PRICE  
NEGOTIATED  
TO  
\$4,540.00



ER/ms

Attachments: None  
Cc: 559 file 012170

F:\Project\_Management\Jobs\559 Bear Lake Road\02Correspondence\To-from Owner\SC\_PCG56R Change Order Proposal\_Barrier Wall for Drop Off\_Revised.doc

**Our People Make the Difference with Pride, Integrity and Quality**

1000 Jetstream Dr.  
Orlando, FL 32824

P.O. Box 590507  
Orlando, FL 32859-0507

Phone: 407.856.8180  
Fax: 407.856.8182

www.pcginc.org

# Change Order Proposal

Change Request No.:

Owner Reference:

Description:

Date: 12-May-08

**Bear Lake Road Drainage Improvements  
Water-Filled Barrier Wall for Drop-Off  
Due to Extraordinary Asphalt Thickness**

## PCG Labor with Burden

PCG Pipe Crew - Install/Remove Barrier Wall

	Crew Size	Quantity	Unit	Unit Price	Extension
Foreman, Pipe	1	6	Hrs	\$53.00	\$318.00
Pipe Layer	1	6	Hrs	\$25.00	\$150.00
Pipe Tailman	1		Hrs	\$21.00	
Operator, Track Excavator	1	6	Hrs	\$31.00	\$186.00
Operator, Loader	1	6	Hrs	\$26.00	\$156.00
Pipe Laborer	1		Hrs	\$19.00	

## PCG Labor Subtotal

PCG Labor Markup

15.00%

\$810.00

\$121.50

## Materials

## Material Subtotal

Material Tax  
Material Markup

6.50%  
15.00%

## Equipment and Other Rentals

Silverado 1500 X-Cab	Pickup Truck & Cell Phone	0.67	Day	\$175.00	\$117.25
PC45 Mini Excavator	Excavator, PC 40		Day	\$87.50	
WA250 Wheel Loader	Loader, JD 544 - 2.5 CY	0.67	Day	\$535.00	\$358.45
PC40 Mini Excavator	Excavator, PC 40		Day	\$87.50	
PC140 Rubber Tire Backhoe	Backhoe, Rubber Tire		Day	\$92.06	
Equipment Container		0.67	Day		
PCG Transport		2	Trips	\$250.00	\$500.00
Water-Filled Barrier Wall - 75 LF (5/2/08 - 5/21/08)		20	Day	\$361.50	\$7,230.00

## Equipment and Rental

Rental Tax  
Rental Markup

6.50%  
15.00%

\$8,205.70

\$1,230.86

## Subcontracts

\$150.00

## Subcontractor Subtotal

Subcontractor Markup

15.00%

Change Order Subtotal				\$10,368.06
Daily Jobsite Overhead	10.00	Days	\$83.00	
Small Tool Allowance	2.00%		\$10,368.06	\$207.36
				\$10,575.42
Bond Amount	1.25%			\$132.19
Change Order Grandtotal				\$10,707.61

Additional Contract Time requested

1 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\559 Bear Lake Road\Cost Management\Change Orders\Change Order #559-15 Barrier Wall.xls\Change Sheet

# Change Order Proposal

Item F

Date: 27-Mar-08

Change Request No.:

Owner Reference:

Description:

Bear Lake Road Drainage Improvements

Redesign Delay Water Main 21+36

Type "B" Crossing - Inadequate Cover

	Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>					
PCG Pipe Crew					
Foreman, Pipe	1	28.8	Hrs	\$53.00	\$1,526.40
Pipe Layer	1	28.8	Hrs	\$25.00	\$720.00
Pipe Tailman	1	28.8	Hrs	\$21.00	\$604.80
Operator, Track Excavator	1	28.8	Hrs	\$31.00	\$892.80
Operator, Loader	1	28.8	Hrs	\$26.00	\$748.80
Pipe Laborer	1	28.8	Hrs	\$19.00	\$547.20
<b>PCG Labor Subtotal</b>					\$5,040.00
<b>PCG Labor Markup</b>					15.00%
					\$756.00
<b>Materials</b>					
10" PVC C-900 Pipe (5 sticks for 80'+)		100	LF	\$9.50	\$950.00
10" Sleeve + Restraints		1	EA	\$186.00	\$186.00
10" 45-degree Bend		6	EA	\$99.50	\$597.00
<b>Material Subtotal</b>					\$1,733.00
<b>Material Tax</b>					6.50%
<b>Material Markup</b>					15.00%
					\$112.65
					\$276.85
<b>Equipment and Other Rentals</b>					
Silverado 1500 X-Cab	Pickup Truck & Cell Phone	3	Day	\$101.12	\$303.36
PC138 Excavator	Excavator, PC 138		Day	\$206.25	
WA250 Wheel Loader	Loader, JD 544 - 2.5 CY	3	Day	\$238.09	\$714.27
PC40 Mini Excavator	Excavator, PC 40	3	Day	\$87.50	\$262.50
Bomag Roller	Vibratory Roller - 54" Drum	1	Day	\$90.88	\$90.88
Equipment Container		3	Day	\$72.00	\$216.00
Plate Compactor		3	Day	\$39.58	\$118.74
<b>Equipment and Rental</b>					\$1,705.75
<b>Rental Tax</b>					6.50%
<b>Rental Markup</b>					15.00%
					\$7.72
					\$257.02
<b>Subcontracts</b>					
Southeast Staffing - Flaggers		58	MH	\$13.00	\$754.00
<b>Subcontractor Subtotal</b>					\$754.00
<b>Subcontractor Markup</b>					15.00%
					\$113.10
<b>Change Order Subtotal</b>					\$10,756.08
<b>Daily Jobsite Overhead</b>					Days \$83.00
<b>Small Tool Allowance</b>					2.00% \$10,756.08
					\$215.12
					\$10,971.20
<b>Bond Amount</b>					1.25%
					\$137.14
<b>Change Order Grandtotal</b>					\$11,108.34

Additional Contract Time requested

3 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

P:\Project\_Management\Jobs\559 Bear Lake Road\Cost Management\Change Orders\Change Order #559-06 Redesign Delay WM 21+36 B Crossing.xls\Change Sheet

PRICE NEGOTIATED TO  
\$7,335.00 *Alvina*



ITEM 6

SC\_PCG40

March 28, 2008

HDR Construction Control Corporation, Inc.  
Attn: Mr. Thomas Kline, Project Administrator  
315 East Robinson Street, Suite 400  
Orlando, FL 32801-1979

PRICE  
NEGOTIATED  
TO \$24,450.00  
*Kline*

RE: Seminole County Contract # CC-2167-07/BHJ  
Bear Lake Road Drainage Improvement  
**Request for Equitable Contract Adjustment – Utility Redesign Delays 10/08/07 – 01/08/08**

Dear Mr. Kline:

In accordance with General Condition Sections 4.4 *Resolution of Report of Differing Physical Conditions*, 11.2 *Change Requests or Contract Claims Substantiating Adjustments*, and 11.9 *Criteria for Determining Adjustments in Contract Time*, Prime Construction Group, Inc. (PCG) respectfully requests **\$72,086.13** and **37 calendar days** be added to the Contract as compensation for delays due to utility redesign issues between November 16, 2007 and January 8, 2008. The following provides explanation for each delay of activities on the Critical Path and Controlling Work Items:

Extraordinary Utility Exploration – 5 days; \$14,162.64

PCG performed extensive utility explorations on numerous occasions, many of which resulted in determining that the Seminole County utility, located and marked in the field by SC personnel, was not in conflict with the planned storm system, corresponding to a reduced scope of utility relocation work, and an inability to recuperate those utility exploration costs.

Redesign Delay – Water Main 21+36 – 22+65; Power Pole Conflict – 1 day; \$2,879.54

On November 16, 2007, PCG notified HDR and Seminole County Environmental Services of a water main conflict with an existing electrical pole, the planned storm pipe, and the right-of-way line. SCES directed PCG to construct the water main crossing of Bear Lake Road at approximate station 21+36 to avoid the power pole conflict in lieu of station 22+65.

Specific Purpose Survey Delay – Water Main 22+75 – 27+06 – 2 days; \$6,726.69

A written Stop-Work Order issued in the field by HDR on November 20, 2007 resulted in suspended production until the conflicting details of the Specific Purpose Survey and the contract drawings were understood.

Redesign Delay - Water Main 26+07 – 27+22; Additional Open-Cut Installation – 11 days; \$26,597.45

On November 30, 2007 HDR issued a Stop-Work to resolve issues related to a pine tree and directional drill locations. The issue was finally resolved with the removal of the pine tree, but resulted in additional open-cut installation of the water main, and requiring a Type "B" deep-crossing, in lieu of directional drill installation across Bear Lake Road.

F:\Project\_Management\Jobs\559 Bear Lake Road\02Correspondence\To-from Owner\SC\_PCG40 Request for Equitable Adjustment.doc

**Our People Make the Difference with Pride, Integrity and Quality**

1000 Jetstream Dr.  
Orlando, FL 32824

P.O. Box 590507  
Orlando, FL 32859-0507

Phone: 407.856.8180  
Fax: 407.856.8182

www.pcginc.org

Redesign Delay Water Main 33+65 – 34+83 – 3 days; \$10,611.47

The water main at approximate station 33+81 was located more than six feet away from the planned location, in the middle of the northbound lane of Bear Lake Road, approximately 16" below the pavement surface. Consequently, the water main connection could not be performed as planned and required redesign of that connection.

Redesign Delay Water Main 21+36; Type "B" Crossing – Inadequate Cover – 3 days; \$11,108.34


It was determined that, in order to provide adequate clearance between the water main and planned storm drain, a Type "B" deep crossing would be required to cross Bear Lake Road..

The corresponding cost worksheets are attached for your review and use. Also attached are two schedules, one showing progress through November 15, 2007, the day before the delay impacts began. On that day there were nine days of total float on the critical path. The next schedule update shows progress through January 8, 2008 and includes additional activities corresponding to the titles above and their relative impact to the critical path.

If you have any questions, please do not hesitate to contact me at (407) 856-8180 ext. 245 or my cell phone at (321) 202-4555.

Sincerely,

**Prime Construction Group, Inc.**

  
Elizabeth Ray  
Project Manager

ER/ms

Attachments: CPM Update 01/Rev1; CPM Update 02/Rev1; PCG Change Order Proposal Worksheets

Cc: 559 file

# Change Order Proposal

Change Request No.:

Owner Reference:

Description:

Date: 25-Mar-08

Bear Lake Road Drainage Improvements

Specific Purpose Survey Delay

Water Main 22+75 - 27+06

## PCG Labor with Burden

		Crew Size	Quantity	Unit	Unit Price	Extension
1	PCG Pipe Crew					
	Foreman, Pipe	1	19.2	Hrs	\$53.00	\$1,017.60
	Pipe Layer	1	19.2	Hrs	\$25.00	\$480.00
	Pipe Tailman	1	19.2	Hrs	\$21.00	\$403.20
	Operator, Track Excavator	1	19.2	Hrs	\$31.00	\$595.20
	Operator, Loader	1	19.2	Hrs	\$26.00	\$499.20
	Pipe Laborer	1	19.2	Hrs	\$19.00	\$364.80
<b>PCG Labor Subtotal</b>						\$3,360.00
<b>PCG Labor Markup</b>						15.00%
						\$504.00

## Materials

10" PVC C-900 Pipe	40	LF	\$9.50	\$380.00
10" Sleeve + Restraints	1	EA	\$186.00	\$186.00
10" 45-degree Bend	2	EA	\$99.50	\$199.00
<hr/>				
Material Subtotal				\$765.00
		Material Tax	6.50%	\$49.73
		Material Markup	15.00%	\$122.21

## Equipment and Other Rentals

1 Silverado 1500 X-Cab	Pickup Truck & Cell Phone	2	Day	\$101.12	\$202.24
PC138 Excavator	Excavator, PC 138	2	Day	\$206.25	\$412.50
WA250 Wheel Loader	Loader, JD 544 - 2.5 CY	2	Day	\$238.09	\$476.18
PC40 Mini Excavator	Excavator, PC 40	2	Day	\$87.50	\$175.00
Equipment Container		2	Day	\$72.00	\$144.00
Plate Compactor		2	Day	\$39.58	\$79.16
<b>Equipment and Rental</b>					\$1,489.08
<b>Rental Tax</b>					6.50%
<b>Rental Markup</b>					15.00%
					\$223.36

## Subcontracts

<b>Subcontractor Subtotal</b>						
<b>Subcontractor Markup</b>						15.00%
Change Order Subtotal						\$6,513.38
Daily Jobsite Overhead						Days \$83.00
Small Tool Allowance						2.00% \$6,513.38
						\$130.27
						\$6,643.64
Bond Amount						1.25%
Change Order Grandtotal						\$83.05
						\$6,726.69

Additional Contract Time requested

2 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\569 Bear Lake Road\06 Cost Management\Change Orders\Change Order #569-00 SPS Delay WM 22+75 - 27+06.xls\Change Sheet



# Change Order Proposal

Change Request No.:

Owner Reference:

Description:

Date: 25-Mar-08

**Bear Lake Road Drainage Improvements  
Redesign Delay Water Main 26+07 - 27+22  
Additional Open-Cut Installation**

## PCG Labor with Burden

	Crew Size	Quantity	Unit	Unit Price	Extension
1 PCG Pipe Crew					
Foreman, Pipe	1	105.6	Hrs	\$53.00	\$5,596.80
Pipe Layer	1	105.6	Hrs	\$25.00	\$2,640.00
Pipe Tailman	1	105.6	Hrs	\$21.00	\$2,217.60
Operator, Track Excavator	1	105.6	Hrs	\$31.00	\$3,273.60
Operator, Loader	1	105.6	Hrs	\$26.00	\$2,745.60
Pipe Laborer	1		Hrs	\$19.00	
<b>PCG Labor Subtotal</b>					\$16,473.60
<b>PCG Labor Markup</b>					15.00%
					\$2,471.04

## Materials

1					
<b>Material Subtotal</b>					
<b>Material Tax</b>					6.50%
<b>Material Markup</b>					15.00%

## Equipment and Other Rentals

1 Silverado 1500 X-Cab	Pickup Truck & Cell Phone	11	Day	\$101.12	\$1,112.32
WA250 Wheel Loader	Loader, JD 544 - 2.5 CY	11	Day	\$238.09	\$2,618.99
PC40 Mini Excavator	Excavator, PC 40	11	Day	\$87.50	\$962.50
Equipment Container		11	Day	\$72.00	\$792.00
Plate Compactor		11	Day	\$39.58	\$435.38
<b>Equipment and Rental</b>					\$5,921.19
<b>Rental Tax</b>					6.50%
<b>Rental Markup</b>					15.00%
					\$888.18

## Subcontracts

<b>Subcontractor Subtotal</b>					
<b>Subcontractor Markup</b>					15.00%
Change Order Subtotal					\$25,754.01
Daily Jobsite Overhead			Days	\$83.00	
Small Tool Allowance			2.00%	\$25,754.01	\$515.08
					\$26,269.09
Bond Amount			1.25%		\$328.36
Change Order Grandtotal					\$26,597.45

Additional Contract Time requested

11 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\559 Bear Lake Road\06 Cost Management\Change Orders\Change Order #559-06 Redesign Delay 26+07 - 27+22 Add'l Open Cut.xls\Change Sheet

# Change Order Proposal

ITEM H

Change Request No.:

Owner Reference:

Description:

Bear Lake Road Drainage Improvements  
Message Board Overrun

Date: 30-Jul-08

	Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>					
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p> APR 1 - 21 DAYS  APR 1 - 6 DAYS  MAY 3 - 30 DAY 90  MAY 3 - 31 DAY 93  <hr/> 210 </p> </div>					
<b>PCG Labor Subtotal</b>					
<b>Materials</b>					
<b>Material Subtotal</b>					
		<b>Material Tax</b>		6.50%	
		<b>Material Markup</b>		15.00%	
<b>Equipment and Other Rentals</b>					
Acme Barricades		210 245	Days	\$32.00	6720.00 <del>\$7,776.00</del>
<b>Equipment and Rental</b>					
		<b>Rental Tax</b>		6.50%	6720.00 <del>\$7,776.00</del>
		<b>Rental Markup</b>		15.00%	436.80 <del>\$605.44</del>
					1073.52 <del>\$1,242.22</del>
<b>Subcontracts</b>					
<b>Subcontractor Subtotal</b>					
		<b>Subcontractor Markup</b>		15.00%	
		Change Order Subtotal			<del>\$9,523.66</del>
		Daily Jobsite Overhead		Days \$83.00	8230.52
		Small Tool Allowance		\$9,523.66	<del>\$9,523.66</del>
		Bond Amount			
		Change Order Grandtotal			<del>\$9,523.66</del>
Additional Contract Time requested				Days	8230.52
The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.					



Send Payments To:  
Acme Barricades LC  
Attn: Accounts Receivable  
9800 Normandy Blvd., Jacksonville, FL  
32221-2036  
Federal Tax ID #59-3541899

# INVOICE

Invoice Number 2012774  
Date 5/31/2008  
Page 1

**Orlando Division**  
3600 Silver Star Road, Orlando, FL 32808  
Tel: (407) 253-4337 Fax: (407) 253-1342

**Corporate Office**  
9800 Normandy Blvd., Jacksonville, FL 32221  
Tel: (904) 781-1950 Fax: (904) 781-1921

**Tampa Division**  
8207 Causeway Blvd, Tampa, FL 33619  
Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
P.O. Box 590507  
Orlando, FL 32859

RECEIVED

JUN 05 2008

Prime Construction Group, Inc.  
RECEPTION

Customer Phone: 407-856-8180  
Customer Fax: 407-856-8182

Job No

P.O. #

Acme Job# 5503

PRIME CONSTRUCTION  
GROUP, INC.

JUN 05 2008

RECEIVED  
Accounts Payable

REF: Bearlake Rd & CR 414

Terms: NET 30

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
Type II w/flasher		5/1/2008	5/31/2008	31	25	\$0.00	\$0.00
Drum w/SB		5/1/2008	5/31/2008	31	400	\$0.00	\$0.00
Type III w/flasher		5/1/2008	5/31/2008	31	22	\$0.00	\$0.00
B-Light 6V		5/1/2008	5/31/2008	31	1	\$0.00	\$0.00
Message Board		5/1/2008	5/31/2008	31	7	\$0.00	\$0.00
Large Sign Portable		5/1/2008	5/31/2008	31	103	\$0.00	\$0.00
Large Sign Post Mounted		5/1/2008	5/31/2008	31	18	\$0.00	\$0.00
Rentals:						Subtotal	\$0.00
						Tax	
Services:							
Lump Sum (by Month)		5/1/2008	5/31/2008	0	1		
Services:						Subtotal	
						Tax	

JOB# 539  
CODE# 016000-06  
MANAGERS MEMO  
APPROVAL ASST  
APPROVAL MGR.

NO BACKUP! Request  
Contract Price By Month.

Progress Billing

Total Amount  
Total Taxes  
Invoice Total



Send Payments To:  
Acme Barricades LC  
Attn: Accounts Receivable  
9800 Normandy Blvd., Jacksonville, FL  
32221-2036  
Federal Tax ID #59-3541899

# INVOICE

Invoice Number 2012567  
Date 4/30/2008  
Page 1

Orlando Division  
3600 Silver Star Road, Orlando, FL 32808  
Tel: (407) 253-4337 Fax: (407) 253-1342

Corporate Office  
9800 Normandy Blvd., Jacksonville, FL 32221  
Tel: (904) 781-1950 Fax: (904) 781-1921

Tampa Division  
8207 Causeway Blvd, Tampa, FL 33619  
Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
P.O. Box 590507  
Orlando, FL 32859

Job No

P.O. #

Acme Job# 5503

Prime Construction  
Group, Inc.

MAY 08 2008

RECEIVED  
Accounts Payable

Customer Phone: 407-856-8180  
Customer Fax: 407-856-8182

RECEIVED

MAY 08 2008

Prime Construction Group, Inc.  
RECEPTION

Terms: NET 30

REF: Bearlake Rd & CR 414

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
pe II w/flasher		4/8/2008	4/30/2008	23	25	\$0.00	\$0.00
rum w/SB		4/1/2008	4/30/2008	30	400	\$0.00	\$0.00
Type III w/flasher		4/1/2008	4/30/2008	30	22	\$0.00	\$0.00
B-Light 6V		4/1/2008	4/30/2008	30	1	\$0.00	\$0.00
Message Board		4/1/2008	4/30/2008	30	7	\$0.00	\$0.00
Large Sign Portable		4/1/2008	4/30/2008	30	94	\$0.00	\$0.00
Large Sign Portable		4/2/2008	4/30/2008	29	7	\$0.00	\$0.00
Large Sign Portable		4/7/2008	4/30/2008	24	2	\$0.00	\$0.00
Large Sign Post Mounted		4/1/2008	4/30/2008	30	18	\$0.00	\$0.00
Rentals:						Subtotal	\$0.00
						Tax	
Services:							
Delivery (No Charge)		4/1/2008		1	1	\$0.00	\$0.00
Lump Sum (by Month)		4/1/2008	4/30/2008	0	1		
Delivery (No Charge)		4/2/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)		4/7/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)		4/8/2008		1	1	\$0.00	\$0.00
Services:						Subtotal	
						Tax	

Progress Billing

JOB# 559  
CODE# 015800-01  
MANAGERS MEMO APRIL 2008  
APPROVALS: [Signature]  
APPROVAL MGR. [Signature]

Total Amount

Total Taxes

Invoice Total



Send Payments To:  
 Acme Barricades LC  
 Attn: Accounts Receivable  
 9800 Normandy Blvd., Jacksonville, FL  
 32221-2036  
 Federal Tax ID #59-3541899

INVOICE

Invoice Number 2012356  
 Date 3/31/2008  
 Page 1

**Orlando Division**  
 3600 Silver Star Road, Orlando, FL 32808  
 Tel: (407) 253-4337 Fax: (407) 253-1342

**Corporate Office**  
 9800 Normandy Blvd., Jacksonville, FL 32221  
 Tel: (904) 781-1950 Fax: (904) 781-1921

**Tampa Division**  
 8207 Causeway Blvd, Tampa, FL 33619  
 Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
 P.O. Box 590507  
 Orlando, FL 32859

Job No  
 P.O. #  
 Acme Job# 5503

**RECEIVED**  
**APR 03 2008**

Prime Construction Group, Inc.  
 RECEPTION

Customer Phone: 407-856-8180  
 Customer Fax: 407-856-8182

**Prime Construction Group, Inc.**

**APR 03 2008**

**RECEIVED**  
**Accounts Payable**

REF: Bearlake Rd & CR 414

Terms: NET 30

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
<b>Rentals:</b>							
Drum w/SB		3/17/2008	3/31/2008	15	100	\$0.00	\$0.00
Type III w/flasher		3/1/2008	3/31/2008	31	2	\$0.00	\$0.00
Type III w/flasher		3/17/2008	3/31/2008	15	6	\$0.00	\$0.00
B-Light 6V		3/17/2008	3/31/2008	15	1	\$0.00	\$0.00
Message Board		3/1/2008	3/31/2008	31	2	\$0.00	\$0.00
Message Board		3/10/2008	3/31/2008	22	1	\$0.00	\$0.00
Message Board		3/24/2008	3/31/2008	8	3	\$0.00	\$0.00
Large Sign Portable		3/1/2008	3/31/2008	31	34	\$0.00	\$0.00
Large Sign Portable		3/17/2008	3/31/2008	15	28	\$0.00	\$0.00
Large Sign Post Mounted		3/17/2008	3/31/2008	15	12	\$0.00	\$0.00
Rentals:						<b>Subtotal</b>	<b>\$0.00</b>
						<b>Tax</b>	
<b>Services:</b>							
Lump Sum (by Month)		3/1/2008	3/31/2008	0	1		
Delivery (No Charge)		3/10/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)		3/17/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)		3/17/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)		3/24/2008		1	1	\$0.00	\$0.00
Services:						<b>Subtotal</b>	
						<b>Tax</b>	

Progress Billing

JOB# 559  
 CODE# 015800-07  
 MANAGERS MEMO 3/11 - 3/31  
 APPROVAL ASST CMF  
 APPROVAL MGR. 4/6/08

**Total Amount**  
**Total Taxes**  
**Invoice Total**

Lump Sum (by Month)	2/1/2008	2/29/2008	0	1		
Pickup	2/5/2008		1	1	\$0.00	\$0.00
Pickup	2/6/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	2/15/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	2/22/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	2/25/2008		1	1	\$0.00	\$0.00
Pickup	2/28/2008		1	1	\$0.00	\$0.00
			Services:		Subtotal	
					Tax	



Send Payments To:  
 Acme Barricades LC  
 Attn: Accounts Receivable  
 9800 Normandy Blvd., Jacksonville, FL  
 32221-2036  
 Federal Tax ID #59-3541899

# INVOICE

Invoice Number 2011958  
 Date 1/31/2008  
 Page 1

**Orlando Division**  
 3600 Silver Star Road, Orlando, FL 32808  
 Tel: (407) 253-4337 Fax: (407) 253-1342

**Corporate Office**  
 9800 Normandy Blvd., Jacksonville, FL 32221  
 Tel: (904) 781-1950 Fax: (904) 781-1921

**Tampa Division**  
 8207 Causeway Blvd, Tampa, FL 33619  
 Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
 P.O. Box 590507  
 Orlando, FL 32859

Customer Phone: 407-856-8180  
 Customer Fax: 407-856-8182

Job No  
 P.O. #  
 Acme Job# 5503  
 FEB 11 6 2008  
 PRIME CONSTRUCTION GROUP INC.  
 RECEIPT

REF: Bearlake Rd & CR 414

Terms: NET 30

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
1m w/SB		1/10/2008	1/31/2008	22	180	\$0.00	\$0.00
Drum w/SB		1/11/2008	1/31/2008	21	60	\$0.00	\$0.00
Type III w/flasher		1/10/2008	1/31/2008	22	14	\$0.00	\$0.00
Type III w/flasher		1/25/2008	1/31/2008	7	2	\$0.00	\$0.00
Cones		1/1/2008	1/9/2008	9	50	\$0.00	\$0.00
Message Board		1/1/2008	1/31/2008	31	4	\$0.00	\$0.00
Message Board		1/11/2008	1/31/2008	21	1	\$0.00	\$0.00
Large Sign Portable		1/1/2008	1/31/2008	31	17	\$0.00	\$0.00
Large Sign Portable		1/10/2008	1/31/2008	22	24	\$0.00	\$0.00
Large Sign Portable		1/11/2008	1/31/2008	21	2	\$0.00	\$0.00
Large Sign Portable		1/12/2008	1/31/2008	20	1	\$0.00	\$0.00
Large Sign Portable		1/17/2008	1/31/2008	15	2	\$0.00	\$0.00
Large Sign Portable		1/25/2008	1/31/2008	7	32	\$0.00	\$0.00
Large Sign Post Mounted		1/10/2008	1/31/2008	22	7	\$0.00	\$0.00
Large Sign Post Mounted		1/11/2008	1/11/2008	1	2	\$0.00	\$0.00
Large Sign Post Mounted		1/12/2008	1/31/2008	20	1	\$0.00	\$0.00
Rentals:						Subtotal	\$0.00

Tax

## Services:

Lump Sum (by Month)	1/1/2008	1/31/2008	0	1		
Pickup	1/9/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/10/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/11/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/11/2008		1	1	\$0.00	\$0.00
Pickup	1/11/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/12/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/17/2008		1	1	\$0.00	\$0.00
Delivery (No Charge)	1/25/2008		1	1	\$0.00	\$0.00



Send Payments To:  
Acme Barricades LC  
Attn: Accounts Receivable  
9800 Normandy Blvd., Jacksonville, FL  
32221-2036  
Federal Tax ID #59-3541899

# INVOICE

Invoice Number 2011547  
Date 11/30/2007  
Page 1

Orlando Division  
3600 Silver Star Road, Orlando, FL 32808  
Tel: (407) 253-4337 Fax: (407) 253-1342

Corporate Office  
9800 Normandy Blvd., Jacksonville, FL 32221  
Tel: (904) 781-1950 Fax: (904) 781-1921

Tampa Division  
8207 Causeway Blvd, Tampa, FL 33619  
Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
P.O. Box 590507  
Orlando, FL 32859

Job No 559  
P.O. #  
Acme Job# 5503

Customer Phone: 407-856-8180  
Customer Fax: 407-856-8182

Terms: NET 30

REF: Bearlake Rd & CR 414

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
nes		11/1/2007	11/30/2007	30	50	\$0.00	\$0.00
Message Board		11/5/2007	11/30/2007	26	3	\$0.00	\$0.00
Message Board		11/9/2007	11/30/2007	22	1	\$0.00	\$0.00
Large Sign Portable		11/1/2007	11/30/2007	30	6	\$0.00	\$0.00
Large Sign Portable		11/6/2007	11/30/2007	25	7	\$0.00	\$0.00
Large Sign Portable		11/9/2007	11/30/2007	22	4	\$0.00	\$0.00
Rentals:						Subtotal	\$0.00
						Tax	
Services:							
Lump Sum (by Month)		11/1/2007	11/30/2007	0	1		
Delivery (No Charge)		11/5/2007		1	1	\$0.00	\$0.00
Delivery (No Charge)		11/6/2007		1	1	\$0.00	\$0.00
Delivery (No Charge)		11/9/2007		1	1	\$0.00	\$0.00
Services:						Subtotal	
						Tax	

JOB# 559  
CODE# 015600 - 0607  
MANAGER'S MEMO 11/1 - 11/30  
APPROVAL ASST [Signature]  
APPROVAL MGR. [Signature]

Progress Billing

Total Amount  
Total Taxes  
Invoice Total





Send Payments To:  
Acme Barricades LC  
Attn: Accounts Receivable  
9800 Normandy Blvd., Jacksonville, FL  
32221-2036  
Federal Tax ID #59-3541899

# INVOICE

Invoice Number 2011323  
Date 10/31/2007  
Page 1

**Orlando Division**  
3600 Silver Star Road, Orlando, FL 32808  
Tel: (407) 253-4337 Fax: (407) 253-1342

**Corporate Office**  
9800 Normandy Blvd., Jacksonville, FL 32221  
Tel: (904) 781-1950 Fax: (904) 781-1921

**Tampa Division**  
8207 Causeway Blvd, Tampa, FL 33619  
Tel: (813) 623-ACME Fax: (813) 623-2045

Prime Construction Group  
P.O. Box 590507  
Orlando, FL 32859

Job No  
P.O. #  
Acme Job# 5503

Customer Phone: 407-856-8180  
Customer Fax: 407-856-8182

RECEIVED  
NOV 06 2007

Terms: NET 30

REF: Bearlake Rd & CR 414

Item	Equipment and Labor	From	To	Hrs/Days	Qty	Price	Amount
Rentals:							
nes		10/25/2007	10/31/2007	7	50	\$0.00	\$0.00
Large Sign Portable		10/25/2007	10/31/2007	7	6	\$0.00	\$0.00
				Rentals:		Subtotal	\$0.00
						Tax	
Services:							
Delivery (No Charge)		10/25/2007		1	1	\$0.00	\$0.00
Lump Sum (by Month)		10/25/2007	10/31/2007	0	1		
				Services:		Subtotal	
						Tax	

JOB# 559  
CODE# 015600-06  
MANAGERS MEMO  
APPROVAL ASST. *caf*  
APPROVAL MGR. *11/12/07*

RECEIVED

NOV 06 2007

Progress Billing

Total Amount  
Total Taxes  
Invoice Total

# Change Order Proposal

ITEM I

Date: 25-Jul-08

Change Request No.:

Owner Reference:

Description:

Bear Lake Road Drainage Improvements

Design Revision S-105B to S-106

012140

	Crew Size	Quantity	Unit	Unit Price	Extension
<b>PCG Labor with Burden</b>					
PCG Pipe Crew					
Foreman, Pipe	1	9.6	Hrs	\$46.00	\$441.60
Pipe Layer	1	9.6	Hrs	\$22.00	\$211.20
Pipe Tailman	1	9.6	Hrs	\$18.00	\$172.80
Operator, Track Excavator	1	9.6	Hrs	\$27.00	\$259.20
Operator, Loader	1	9.6	Hrs	\$23.00	\$220.80
Pipe Laborer	2	9.6	Hrs	\$34.00	\$326.40
<b>PCG Labor Subtotal</b>					\$1,632.00
<b>PCG Labor Markup</b>					15.00%
					\$244.80
<b>Materials</b>					
Limerock Base 16" Depth 31.11 sy x (117#/sy/in x 16 in) (Includes trucking)		29.12	TN	\$16.00	\$465.92
Asphalt 2.5" 31.11 sy x (120#/sy/in x 2.5 in)		4.67	TN	\$90.00	\$420.30
Bricks & Mortar		1	LS	\$100.00	\$100.00
<b>Material Subtotal</b>					\$986.22
<b>Material Tax</b>					6.50%
<b>Material Markup</b>					15.00%
					\$64.10
					\$157.55
<b>Equipment and Other Rentals</b>					
Trench Box		1	Day	\$175.00	\$175.00
PC 140 Backhoe, Rubber Tire		1	Day	\$92.06	\$92.06
Excavator PC 228		1	Day	\$730.00	\$730.00
Wellpoint Pump & Hoses		1	Day	\$438.60	\$438.60
Saw, Cutoff		1	Day	\$91.47	\$91.47
Wacker, Rammer		1	Day	\$72.00	\$72.00
Foreman Pickup Truck		1	Day	\$175.00	\$175.00
Roll Off (With Driver)		0.5	Day	\$1,229.00	\$614.50
Roller for Asphalt		0.5	Day	\$110.22	\$55.11
Equipment Container		1	Day	\$43.00	\$43.00
<b>Equipment and Rental</b>					\$2,466.74
<b>Rental Tax</b>					6.50%
<b>Rental Markup</b>					15.00%
					\$39.13
					\$378.88
<b>Subcontracts</b>					
Concrete Cutting & Breaking		1	LS	\$346.50	\$346.50
Southeast Staffing - Flaggers		1	LS	\$300.00	\$300.00
Dump Fees		1	LD	\$120.00	\$120.00
MOT		1	LS	\$500.00	\$500.00
<b>Subcontractor Subtotal</b>					\$1,266.50
<b>Subcontractor Markup</b>					15.00%
					\$189.98
Change Order Subtotal					\$7,445.90
Daily Jobsite Overhead		10.00	Days	\$83.00	
Small Tool Allowance				\$7,445.90	
					\$7,445.90
Bond Amount					
Change Order Grandtotal					\$7,445.90

Additional Contract Time requested

3 Days

The items listed above are for classification only, this is a Lump Sum proposal. This estimate is valid for 30 days.

F:\Project\_Management\Jobs\559 Bear Lake Road\06Cost Management\Change Orders\Change Order #559-10 Design Revision S-105D to S-106(revised.xls)\Input Data

Item K

November 13, 2007

Prime Construction Group, Inc.  
Attn.: Mrs. Elizabeth Ray, Project Manager  
1000 Jetstream Dr.  
Orlando, FL 32824

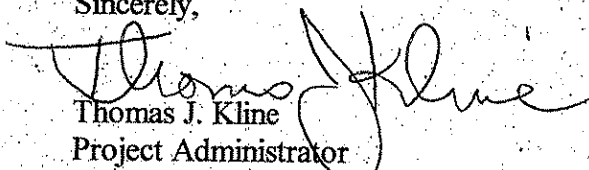
Re: Bear Lake Road Drainage Improvements Project  
CC-2167-07/BHJ  
**Change Proposal – Field Office Trailer**

Dear Mrs. Ray,

The proposed price that you submitted on November 8, 2007 for the Pac-Van 12 x 60 Mobile Office with ADA Restroom for the referenced project in accordance with the requirements detailed in the Seminole County General Conditions, Section 00800 of \$3,536.85 per month has been reviewed and is found to be acceptable.

Please feel free to call me if you have any other questions on this issue at (407) 947-5920.

Sincerely,

  
Thomas J. Kline  
Project Administrator  
HDR-CCC

cc: William Glennon, P. E., Seminole County  
Al Collock, Seminole County



SC\_PCG09

November 8, 2007

HDR Construction Control Corporation, Inc.  
Attn: Mr. Thomas Kline, Project Administrator  
315 East Robinson Street, Suite 400  
Orlando, FL 32801-1979

RE: Seminole County Contract # CC-2167-07/BHJ  
Bear Lake Road Drainage Improvement  
Change Proposal – Field Office Trailer

Dear Mr. Kline:

Prime Construction Group, Inc. is please to provide the following proposals for furnishing a field office trailer for the referenced project in accordance with the requirements detailed in the General Conditions, Section 00800. We anticipate that the field trailer will remain on site for 9 months.

- |   |                      |
|---|----------------------|
| • Pac-Van 12 x 60 Mobile Office with ADA Restroom | \$3,536.85 per month |
| • Pac-Van 12 x 48 Mobile Office with ADA Restroom | \$3,478.64 per month |

If either of these options are acceptable, please develop a change order for this work and we will begin the acquisition process. Thank you for your help in this matter. If you have any questions, please call me.

Sincerely,  
Prime Construction Group, Inc.

  
Elizabeth Ray  
Project Manager

ER/ms

Attachments: Pac-Van Mobile Office Specifications

Cc: 559 file

F:\Project\_Management\Jobs\559 Bear Lake Road\02Correspondence\To-from Owner\SC\_PCG09 Change Proposal\_Office Trailer.doc

**Our People Make the Difference with Pride, Integrity and Quality**

1000 Jetstream Dr.  
Orlando, FL 32824

P.O. Box 590507  
Orlando, FL 32859-0507

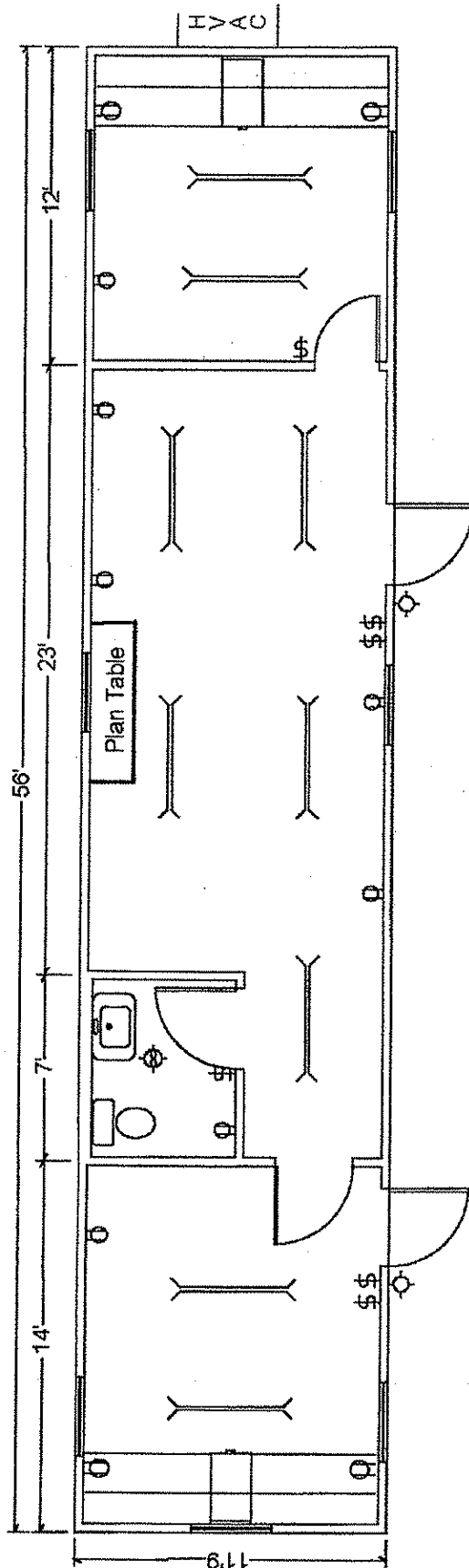
Phone: 407.856.8180  
Fax: 407.856.8182

[www.pcginc.org](http://www.pcginc.org)



www.pacvan.com

## 12x60 Mobile Office with ADA Restroom 2 Private Offices & 1 Main Office



### Building Specifications:

1260 Mobile Office- Florida  
100 Amp Electrical Service, 120/240 Volt,  
Single Phase, 3-wire, 60 HZ  
Central Heating and Air Conditioning  
Aluminum Exterior Siding and Trim  
Dead-Bolt and Security Latch Guards on all Exterior  
Doors

### Additional Pac-Van Features:

Commercial Block Tile Flooring  
1/4" Birch Hardwood Paneling  
ADA Compliant Restroom  
High Pressure Laminate Desktops  
(2) 2-Drawer Locking File Cabinets  
Overhead Shelf above the Desktops  
Plan Table (fold down or with storage)  
Central Area for meetings  
Horizontal Sliding Windows with Insect Screens

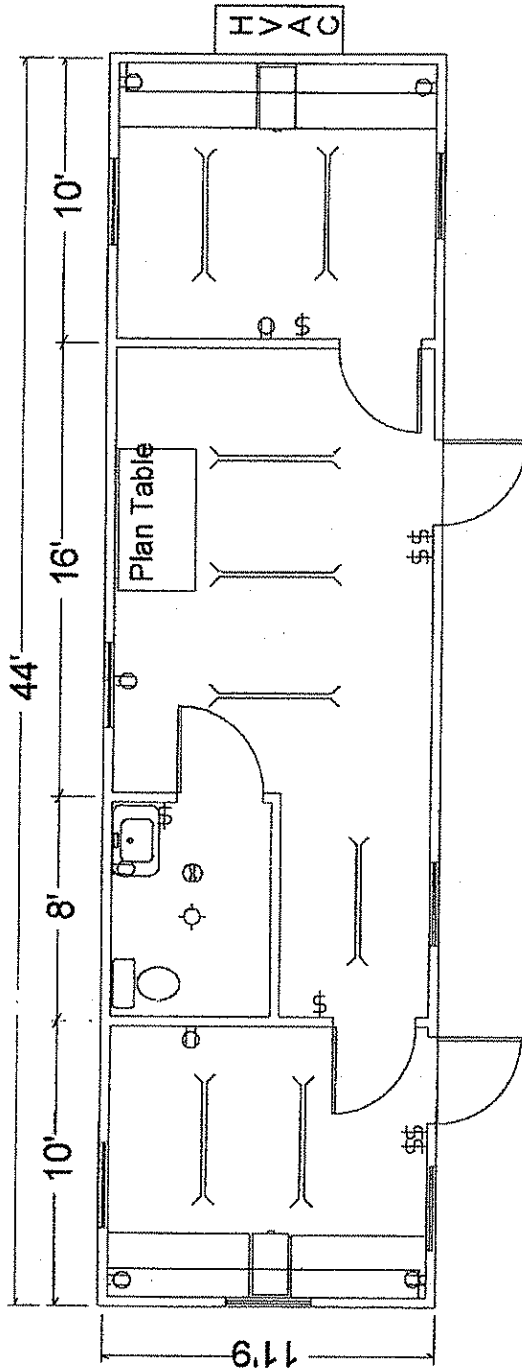
Experience the Pac-Van Difference ~ Quality, Service, and Value all from one supplier.

Call us today at 1-800-546-1050 and learn first hand why Pac-Van, Inc. has twice been named "one of the fastest growing, privately held companies in the United States" by Inc. Magazine.



www.pacvan.com

## 12x48 Mobile Office with ADA Restroom 2 Private Offices & 1 Main Office



### Building Specifications:

1248 Mobile Office—Florida  
100 Amp Electrical Service, 120/240 Volt,  
Single Phase, 3-wire, 60 HZ  
Central Heating and Air Conditioning  
Aluminum Exterior Siding and Trim  
Dead-Bolt and Security Latch Guard on Rear Door

### Additional Pac-Van Features:

Commercial Block Tile Flooring  
¼" Birch Hardwood Paneling  
ADA Compliant Restroom  
High Pressure Laminate Desktops  
(2) 2-Drawer Locking File Cabinets  
Overhead Shelf above the Desktops  
Plan Table (fold down or with storage)  
Horizontal Sliding Windows with Insect Screens

Experience the Pac-Van Difference ~ Quality, Service, and Value all from one supplier.

Call us today at 1-800-546-1050 and learn first hand why Pac-Van, Inc. has twice been named "one of the fastest growing, privately held companies in the United States" by Inc. Magazine.

Item L



SC\_PCG-67

August 27, 2008

HDR Construction Control Corporation, Inc.  
Attn: Mr. Thomas Kline, Project Administrator  
315 East Robinson Street, Suite 400  
Orlando, FL 32801-1979

RE: Seminole County Contract # CC-2167-07/BHJ  
Bear Lake Road Drainage Improvement  
**Request for Pricing: Additional Storm Drainage Manhole @ Sta 1004+00**

Dear Mr. Kline:

Prime Construction Group, Inc. requests an additional **\$15,301.12** to furnish and install the additional manhole per the revised Sheet No. 71A attached to your August 11<sup>th</sup>, 2008 e-mail to Elizabeth Ray. Details of this pricing are as follows.

Pay Item No. 104-11	Turbidity Barrier Floating	25 LF	\$ 500.00
Pay Item No. 425-2-71	Manholes (J-7) (<10')	1 EA	\$ 5000.00
Additional Mobilization/Demobilization		1 LS	\$ 2600.00
Additional work assoc. with Plugging/Dewatering existing storm system		1 LS	\$ 4700.00
Additional work assoc. with Furnish/Install Sump/Skimmer		1 LS	\$ 2275.00
<b>Sub-Total</b>			<b>\$15,075.00</b>
Bond @ 1.5%		1 LS	\$ 226.12
<b>Total</b>			<b>\$15,301.12</b>

Please note that we are providing this pricing, but are still awaiting procurement duration information from our storm structure vendor for the requested structure/skimmer. Upon notification of this information we will request an extension to the contract duration reflective of this.

The above pricing will remain valid for 30 days. Please inform us of your desire to proceed or not with this additional work at your earliest convenience.

Sincerely,

Jack Leider  
Project Manager  
Prime Construction Group Inc.

JL/jl

C:\Documents and Settings\durufuro\Local Settings\Temporary Internet Files\OLK1\SC\_PCGXX Request for Pricing Addnl Manhole @ Sta 1004+00.doc

**Our People Make the Difference with Pride, Integrity and Quality**

1000 Jetstream Dr.  
Orlando, FL 32824

P.O. Box 590507  
Orlando, FL 32859-0507

Phone: 407.856.8180  
Fax: 407.856.8182

[www.pcginc.org](http://www.pcginc.org)





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Professional Services: PS-3556-08/JVP - Engineering Study and Design Services for CR 419 - Snow Hill Road to the Orange County Line

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Jacqui Perry

**EXT:** 7114

**MOTION/RECOMMENDATION:**

Approve ranking list and authorize staff to negotiate rates for PS-3556-08/JVP - Engineering Study and Design Services for CR 419 - Snow Hill Road to the Orange County Line with Professional Engineering Consultants, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement).

County-wide

Ray Hooper

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**BACKGROUND:**

PS-3556-08/JVP - Engineering Study and Design Services for CR 419 - Snow Hill Road to the Orange County Line will provide for engineering and design services as described in the detailed Scope of Services.

The project was publicly advertised and the County received twenty-six (26) submittals (listed alphabetically:

- Bowyer Singleton & Associates
- C3TS, P.A.
- Comprehensive Engineering Services
- CH2M HILL
- Consul-Tech Transportation, Inc.
- CPH Engineers, Inc
- Denham Summitt Engineering LLC
- DRMP, Inc
- Engineering & Environmental Design, Inc
- Envisors, LLC
- Franklin, Hart & Reid/KZF
- Ghyabi & Associates, Inc
- HDR Engineering, Inc.
- Horizon Engineering Group, Inc.
- Inwood Consulting Engineers, Inc.
- Jacobs Engineering Group, Inc.
- Kimley-Horn & Assoc. Inc
- Lochrane Engineering, Inc
- LPA Group Inc.
- PEC (Professional Engineering Consultants)
- Metric Engineering, Inc.

- Miller Legg
- Moffatt & Nichol
- URS
- Vanasse Hangen Brustlin, Inc.
- Wilbur Smith Associates, Inc.

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer, Public Works - Engineering; Jerry McCollum, County Engineer, Public Works; Shad Smith, Principal Engineer, Public Works - Traffic Engineering; and Gary Johnson, Public Works Director (Excused), evaluated the submittals and agreed to shortlist three (3) firms. The Evaluation Committee (minus Mr. Johnson) interviewed these firms giving consideration to the following criteria:

- Project Approach
- Qualifications of Proposed Team
- Innovation

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

- PEC (Professional Engineering Consultants)
- Metric Engineering
- URS

Staff will return to present the final negotiated rates and the Award Agreement for approval and execution by the Board. Authorization for the performance of services by the Consultant under this Agreement shall be in the form of written Work Orders issued and executed by the County, and signed by the Consultant. The work and dollar amount for each Work Order shall be negotiated on an as-needed basis for this project, within approved budget amounts. Funds are identified in Engineering; Roads - CR 419 (Account #077541.560670, CIP #00198102).

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-3556-08/JVP - Engineering Study and Design Services for CR 419 - Snow Hill Road to the Orange County Line with Professional Engineering Consultants, Orlando, Florida (Estimated Usage Amount of \$1,400,000.00 over the term of the Agreement).

#### **ATTACHMENTS:**

1. PS-3556-08\_JVP - Backup Documentation

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )

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

PS NUMBER: PS-3556-08/JVP

PS TITLE : Engineering and Design  
Services for CR 419 from Snowhill Rd  
To the Orange County Line

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

DATE: July 24, 2008 TIME: 2:00 P.M.

<b>RESPONSE -1-</b>	<b>RESPONSE -2-</b>	<b>RESPONSE -3-</b>	<b>RESPONSE -4-</b>
Bowyer Singleton & Associates 520 S. Magnolia Avenue Orlando, FL 32801	C3TS, P.A. 11315 Corporate Blvd. STE 105 Orlando, FL 32817	Comprehensive Engineering Services 201 S. Orange Ave, Ste 100 Orlando, FL 32801	CH2M HILL 225 E. Robinson, Suite 505 Orlando, FL 32801-4321
Kevin Knudsen, P.E. (407) 843-5120 – Phone (407) 649-8664 - Fax	Walfrido Pevida, P.E. (407) 823-8966 – Phone (407) 823-8826 – Fax	Christopher A. Simoneaux, P.E. (407) 432-1600 – Phone (407) 423-9614 - Fax	Mark S. Callahan (407) 423-0300 – Phone (407) 839-5901 – Fax
<b>RESPONSE -5-</b>	<b>RESPONSE -6-</b>	<b>RESPONSE -7-</b>	<b>RESPONSE -8-</b>
Consul-Tech Transportation, Inc. 2828 Edgewater Drive Orlando, FL 32804	CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771	Denham Summitt Engineering LLC 3667 Simonton Place Lake Mary, FL 32746	DRMP, Inc 941 Lake Baldwin Ln Orlando, FL 32814
Ralph Byrd, P.E. (407) 649-8334 – Phone (407) 649-8190 – Fax	David A. Gierach, P.E. (407) 322-6841 – Phone (407) 330-0639 – Fax	Geoff Summitt (407) 323-0705 – Phone (407) 264-6901 – Fax	Mark D. Prochak, P.E. (407) 896-0594 – Phone (407) 896-4836 – Fax
<b>RESPONSE -9-</b>	<b>RESPONSE -10-</b>	<b>RESPONSE -11-</b>	<b>RESPONSE -12-</b>
Engineering & Environmental Design, Inc 940 North Ferncreek Avenue Orlando, FL 32803	Envisors, LLC 2466 W SR 426, Ste 1010 Oviedo, FL 32765	Franklin, Hart & Reid/KZF 1368 E. Vine Street Kissimmee, FL 34744	Ghyabi & Associates, Inc 1660 Prudential Dr. Suite 202 Jacksonville, FL 32207
Larry T. Ray, PE (407) 650-0006 – Phone (407) 648-8338 - Fax	Steven C. Shealey, P.E. (407) 706-1782 – Phone (407) 671-0072 – Fax	David A. Reid, PE (407) 846-1216 – Phone (407) 343-0324 - Fax	Ralph Byrd III 904-396-5727 – Phone 904-396-5737 - Fax

<b>RESPONSE -13-</b>	<b>RESPONSE -14-</b>	<b>RESPONSE -15-</b>	<b>RESPONSE -16-</b>
HDR Engineering, Inc. 315 E. Robinson St. Ste 400 Orlando, FL 32801	Horizon Engineering Group, Inc. 2500 Maitland Center Pkwy, Ste 300 Maitland, FL 32751	Inwood Consulting Engineers, Inc. 870 Clark Street Oviedo, FL 32765	Jacobs Engineering Group, Inc. 1000 Legion Place, Suite 1400 Orlando, FL 32801
Steven Ferrell, P.E. (407) 420-4200 – Phone (407) 420-4242 – Fax	Jerry C. Warren (407) 644-7755 – Phone (407) 644-7855 - Fax	Andrew DeWitt, P.E., (407) 971-8850 – Phone (407) 971-8955 - Fax	Bob Cortelyou, PE (407) 514-1400 – Phone (407) 514-1499 - Fax
<b>RESPONSE -17-</b>	<b>RESPONSE -18-</b>	<b>RESPONSE -19-</b>	<b>RESPONSE -20-</b>
Kimley-Horn & Assoc. Inc 3660 Maguire Blvd., Ste 200 Orlando, FL 32803	Lochrane Engineering, Inc 201 South Bumby Avenue Orlando, FL 32803	LPA Group Inc. 615 Crescent Executive Court, Ste 200 Lake Mary, FL 32746-2146	PEC 200 E. Robinson St. Ste 1560 Orlando, FL 32801
Kim Elmer, P.E. (407) 898-1511 – Phone (407) 894-4791 – Fax	Donald Graham, P.E. (407) 896-3317 – Phone (407) 896-9167 – Fax	Manuch Amir, P.E. (407) 306-0200 – Phone (407) 306-0460 – Fax	Michael Mohler, P.E. (407) 422-8062 – Phone (407) 849-9401 – Fax
<b>RESPONSE -21-</b>	<b>RESPONSE -22-</b>	<b>RESPONSE -23-</b>	<b>RESPONSE -24-</b>
Metric Engineering, Inc. 615 Crescent Executive Court, Ste 524 Lake Mary, FL 32746	Miller Legg 631 S. Orlando Ave. #200 Winter Park, FL 32789	Moffatt & Nichol 1025 Greenwood Blvd, Ste 371 Lake Mary, FL 32746	URS 315 E. Robinson St. Ste 245 Orlando, FL 32801
C. Brian Fuller, P.E. (407) 644-1898 – Phone (407) 644-1921 – Fax	Jon Walls, RLA (407) 629-8880 – Phone (407) 629-7883 – Fax	Rhet L. Schmidt, P.E. (407) 562-2030 – Phone (407) 562-2031 – Fax	Stephen Noppinger, P.E. (407) 422-0353 – Phone (407) 423-2695 – Fax
<b>RESPONSE -25-</b>	<b>RESPONSE -26-</b>	<b>RESPONSE --</b>	<b>RESPONSE --</b>
Vanasse Hangen Brustlin, Inc. 225 E. Robinson St., Ste 300 Orlando, FL 32801	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803		
Mark Bertoncini, P.E. (407) 839-4006 – Phone (407) 839-4008 – Fax	Adrian B. Share, P.E. (407) 896-5851 – Phone (407) 896-9165 – Fax	<b>“BLANK”</b>	<b>“BLANK”</b>

Tabulated by Jacqui Perry, CPPB – Posted July 24, 2008 (2 pm)

Short-listing Evaluation Committee Meeting:

August 27, 2008 at 9:30am.  
Wekiva Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773.

Evaluation Criteria:

Project Approach/Understanding of Project (40%)  
Similar recent project experience (20%)  
Project Team Qualifications (20%)  
Innovative cost saving ideas (15%)  
Location of Firm (5%)

### Page 3 of 3

Short listed Firms: Metric Engineering; URS, PEC (Re-posted on August 27, 2008 @ 11:45am)

Presentations: September 30, 2008 -1:30-4:30 PM

Presentation Results: **1. PEC 2. Metric Engineering 3. URS**

Board of County Commissioners Agenda Date – Phase 1 Ranking and Negotiation: October 28, 2008


Board of County Commissioners Agenda Date – Award: TBD

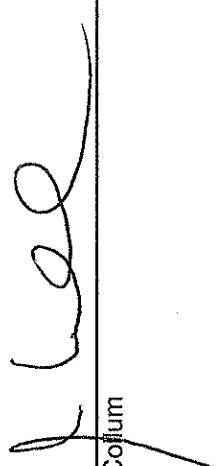
**PRESENTATION RANKINGS - PS-3556-08/JVP**  
**Engineering and Design Services for CR 419-Snow Hill Rd to the Orange County Line**

	B. Blackadar	J. McCollum	S. Smith	TOTAL POINTS	RANKING
PEC	1	1	1	3	1
METRIC ENGINEERING	2	2	2	6	2
URS	3	3	3	9	3

The Evaluation Committee agrees to the following ranking:

- 1 PEC
- 2 Metric Engineering
- 3 URS

  
 Brett Blackadar

  
 Jerry McCollum

  
 Shad Smith

**PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill  
Road to the Orange County Line**

**SUBMITTAL COMPANY NAME:** PEC

**QUALIFICATION COMMITTEE MEMBER:** Shad Smith

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** (60)

30% Plans + 30% MAPS Brought, LOTS OF COORDINATION  
Met w/ DC Traffic Interconnect. DED And TIFT Easement  
Snow Hill accidents mentioned. Detail Row surch of Last Dept of Record.  
Excellent Flood Plain Map. Traffic Analysis with Projections, Proposed signals  
Typical 60' lanes Good, Excellent land use Map.  
Urban 5 Lane section - Urban Boundary - Some wall.  
Excellent Drainage Detail, R  
Chulvota Design Standards, Excellent understanding of Locals

Score 58  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** (20)

PEC, HHI, GMB,  
46A Phase II & III, Red Bug Sand Lake Rd.  
No one from Traffic team at Presentation.  
Team did a lot of work, Southeastern not mentioned.  
Excellent PM

Score 17  
(0-20)

**Innovation/Cost Savings Ideas:** (20)

Do Row + Control up Front. Split phase st LA mills  
River Run Church St use Pdi County Prop. Pond. All wet.  
Landscaping, Retention Pond as a Park  
Re use Exist Rvt. Rdside Landscape Buffer in xch of Row

Score 17  
(0-20)

**Ranking** 1

**Total Score (0-100)** 92

PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill  
Road to the Orange County Line

SUBMITTAL COMPANY NAME: Metric Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: Shad Smith

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** (60)

Schedule 6 mo. 2 Segments. Already collected Data Provided Proj. Info Bucket  
Detailed Traffic Analysis. Excellent Cost Breakout.  
Typicals Standard approach. South seg. 24' set aside for Trail  
Access Mgmt - List Locations.  
Covered TCP, Public Inv. Good. Excellent QA/QC.  
Mention of sensitive nature of Aquatic Life S.  
Drainage Approach Good. 4 Basins, Preliminary Pond Sizing Good  
w/ Ed B. + Ems, limited detail of Responder answers.

Score 54  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** (20)

JMT + Metric, GMB. Brian Keller PM. John Flora Pcl. org. Leader  
Southeastern, Ed Bartolo, GEC. Excellent Team.  
Global S. Local. Excellent similar project experience  
and strong team.

Score 18  
(0-20)

**Innovation/Cost Savings Ideas:** (20)

Analyze Phases for timing. 3 R/W parcels, utilize exist part.  
Project Team web site. Suggested increase LOS @ Snowhill  
Donation of easement versus Gravel Wall. Pond 2A Co. Property  
R/W Appraiser on team. Listed cost savings. 4.7 million  
No mention of Ut use Pond.

Score 16  
(0-20)

Ranking 2

Total Score (0-100) 88



PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill  
Road to the Orange County Line

SUBMITTAL COMPANY NAME: URS

QUALIFICATION COMMITTEE MEMBER: Shad Smith

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** (60)

Excellent approach and use of Details. 2 sections. Excellent typical details  
Show how exist Port can be used. Schedule supplied, 26 month total.  
Excellent Detail of access and ideas. Met w/ OC but not widening  
ECON River Discharge. 3 POND sites proposed.  
Looked at two issues in regard to traffic Intersection. Detail of transition  
of Rd to OC. Mention of utilities. List of 7 HOA & a Comm. Assoc.  
Detail of Design not as complete. Lack detail in ROW research.  
Missing some signal traffic analysis

Score 52  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** (20)

Excellent similar project Experience and excellent project Team.  
Jon and Ashraf experienced with Red Bug Project.  
Exactly same team as Red Bug. Also, did Alamo in Oxnard.

Score 20  
(0-20)

**Innovation/Cost Savings Ideas:** (20)

Defer 4 lanes S. of 4th Mills. Do Survey Data early to refine Design.  
Create Web Site. Use exist ROW. Max use of exist Port.

Score 15  
(0-20)

Ranking 3

Total Score (0-100) 87

**PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill Road to the Orange County Line**

**SUBMITTAL COMPANY NAME:** PEC

**QUALIFICATION COMMITTEE MEMBER:** Brett Blackadar

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** \_\_\_\_\_ (60)

*Have 30% plans + R/W maps. Did lots of R/W research. Very good intersection analysis. Very good typical sections. Very thorough drainage analysis. Great graphics and very well rehearsed presentation which was well paced. Very good discussion of public information. Good answers to questions. The provided 30% plans + R/W maps looked great for a presentation. Very good landscaping discussion.*

Score 55  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** \_\_\_\_\_ (20)

*Proposed PM has recent experience w/ New Oxford Rd. Very good drainage staff. Did adjacent CR 419 project. Completed subdivision retrofits + many other Seminole County projects.*

Score 19  
(0-20)

**Innovation/Cost Savings Ideas:** \_\_\_\_\_ (20)

*Do R/W Savings by front w/P.E. Use County gravel for pond. Joint use pond w/church. Landscaping buffer in exchange for R/W. Re-use existing pavement. Several other ideas listed.*

Score 18  
(0-20)

**Ranking** 1

**Total Score (0-100)** 92

**PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill Road to the Orange County Line**

**SUBMITTAL COMPANY NAME:** Metric Engineering, Inc

**QUALIFICATION COMMITTEE MEMBER:** Brett Blackadar

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** \_\_\_\_\_ (60)

Analyzed as two different segments. Good traffic analysis. Very good operation analysis at Snow Hill intersection. Paved easement on line via Ed Barfield in lieu of gravity walk. Good drainage analysis. Show several good alternatives. Provide public information package. Very good cost analysis. Good answers to questions.

Score 50  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** \_\_\_\_\_ (20)

Global S proposed for public implement. Ed Barfield is sub. to P.W. Int is a good drainage sub. They have done several other Snow Hill County projects.

Score 19  
(0-20)

**Innovation/Cost Savings Ideas:** \_\_\_\_\_ (20)

Only 3 R/W acquisitions for 4 ponds. Re-use existing pavement. Webster County + Metric. Joint-use ponds phase construction. Project information manual. Use San City property for pond. Other ideas also listed.

Score 17  
(0-20)

**Ranking** 2

**Total Score (0-100)** 86

**PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill  
Road to the Orange County Line**

**SUBMITTAL COMPANY NAME:** URS

**QUALIFICATION COMMITTEE MEMBER:** Brett Blackadar

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** \_\_\_\_\_ (60)

*Good presentation graphics. Very good tunnel section graphics + analysis.  
Good step by step proposal. Good discussion of how SRP and  
requirements. Good intersection discussion. Good transition  
discussion. Provided very detailed schedule. Did not show  
detailed proposed panel locations*

Score 48  
(0-60)

**Qualifications of Proposed Team/Similar Work Experience:** \_\_\_\_\_ (20)

*Same team as 436 / Mt. Bug which has done a great  
job. PM is very strong w/ public involvement.  
Clinton, Rapp is sub for Rapp analysis. They also have  
a lot of PDOT DS experience.*

Score 19  
(0-20)

**Innovation/Cost Savings Ideas:** \_\_\_\_\_ (20)

*Do a project website. Reduce overall schedule by 24 months  
Maximize use of existing existing pavement. Early survey.  
Some ideas listed are fairly general.*

Score 17  
(0-20)

**Ranking** 3

**Total Score (0-100)** 84

PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill  
Road to the Orange County Line

SUBMITTAL COMPANY NAME: PEC

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Need Public Buy-in : Very detailed all  
covered issues  
Project Approach: (60)

Extensive research on studies as well as  
det. det. survey. Stress rural character  
Connect signall (Orange Co) - 20 cross (Snow Hill meet)  
Most Road work already by PEC. No major  
utility cuts needed / no flood plain. Very  
detailed on when need future improvement  
Numerous typical developed & Urban Section (Paved  
median) to Very good drainage permits  
Detailed Public involvement Very good  
Score 49.2  
(0-60)

82

Qualifications of Proposed Team/Similar Work Experience: (20)

Expe. staff - Numerous State / local  
Projects - HHI part of team. The  
d.d. Exhibit design standards  
Score 79

Good (+4)

Score 15.8  
(0-20)

Innovation/Cost Savings Ideas: (20)

Numerous ideas covering  
Rt. lane width - maybe raise some pavement  
Others

Good (+4)

Score 15.8  
(0-20)

Ranking

Total Score (0-100) 80.8

PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill Road to the Orange County Line

SUBMITTAL COMPANY NAME: Metric Engineering, Inc

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

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

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

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

Project Approach: (60)

Define when project needed. 2 Public Meetings, 2 phases. Have done some early contact and provide well study information. No impact on power lines. Only ROW parcels. Identified all utilities. No impact on 4 Business. No env. issues. Prefer raised median at north end. 80

Detailed in my answer Very good Score 48.0 (0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Exp. Staff. Numerous jobs. JMT does drainage. 78

Good C+3 Score 15.6 (0-20)

Innovation/Cost Savings Ideas: (20)

Re-use existing pavement. 3 ROW parcels (land). Project from website. Row approach. 78

Good (C+3) Score 15.6 (0-20)

Ranking 2

Total Score (0-100) 79.2

PS-3556-08/JVP – Engineering and Design Services for CR419 from Snow Hill Road to the Orange County Line

SUBMITTAL COMPANY NAME: URS

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

**EVALUATION CONSIDERATIONS**

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

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

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

**Project Approach:** (60)

Trail & Landscape also. Questions

15 Key issues. 3 Step process to resolve. Traffic shows complete package. Various typicals. Detail process plan at north end. Need 3 Road. Identify 5th Rd holders. Can do Public Inv. Website. Covered most areas. Survey Typicals. Key not entered in detail. For ROW

Good (+4) Score 47.4  
(0-60)

79

**Qualifications of Proposed Team/Similar Work Experience:** (20)

Exp. Staff. Numerous State / Local projects

Good (+3) Score 15.6  
(0-20)

78

**Innovation/Cost Savings Ideas:** (20)

Can reuse some pavement they got. Some savings in price. Several ideas.

Good (+2) Score 15.4  
(0-20)

77

Ranking 3

Total Score (0-100) 78.4





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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Land Acquisition for the Anchor Road Drainage Improvement Project (CIP # 00209102), Stevens Property

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Stan Hunsinger

**EXT:** 5253

**MOTION/RECOMMENDATION:**

Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-503-0D00-0020, a vacant lot consisting of a total of .41 acre for a purchase price of \$88,000.00, owned by Willie and Burney Stevens, 714 West 109th Place, Los Angeles, CA 90044. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 00209102).

District 4 Carlton D. Henley

Meloney Lung

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**BACKGROUND:**

In May 2006, Public Works staff and their engineering consultant for the Anchor Road Drainage Improvement Project (CIP # 00209102) identified three (3) properties as possible sites for the construction of the pond project. Staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with two (2) of the three (3) property owners. Public Works and their engineering consultant have confirmed that the size of the negotiated pond sites meet the permitting requirements and will be suitable for construction of the pond. This work is part of the City of Casselberry and the County's joint project that includes multiple funding sources from the City, Seminole County and a Community Development Block Grant (CDBG).

On July 18, 2008, Public Works performed an internal appraisal of the property, Parcel # 18-21-30-503-0D00-0020, identified as one (1) of the (2) parcels suitable for the construction of the pond project. An appraised value of \$74,740 was determined.

Parcel # 18-21-30-503-0D00-0020 is owned by Willie and Burney Stevens who have indicated that they agree to the negotiated selling price of \$88,000.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-503-0D00-0020, a vacant lot consisting of a total of .41 acre for a purchase price of \$88,000.00, owned by Willie and Burney Stevens, 714 West 109th Place, Los Angeles, CA 90044. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 00209102).

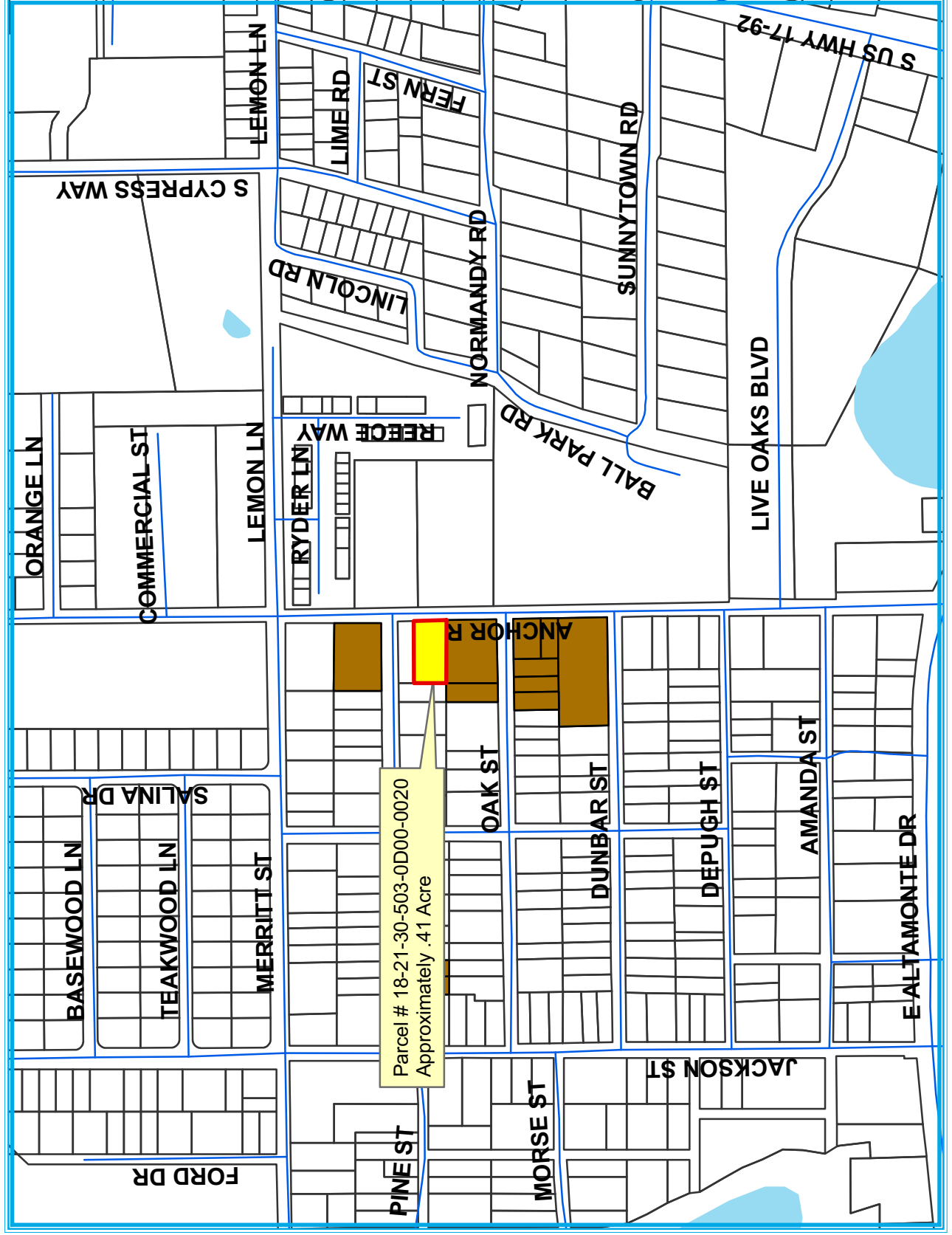
**ATTACHMENTS:**

1. Maps and Aerials
2. Agreement

**Additionally Reviewed By:**

☐ Budget Review ( Fredrik Coulter, Lisa Spriggs )

# GIS Map of Property Owned By Willie and Burney Stevens



**CONTRACT FOR SALE AND PURCHASE OF LAND**

**THIS AGREEMENT** is made and entered into this 25<sup>th</sup> day of September, 2028, by and between **WILLIE STEVENS and BURNEY STEVENS**, a married couple, whose address is 714 West 109<sup>th</sup> Place, Los Angeles, California 90044, hereinafter referred to as "SELLERS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "PURCHASER".

**SECTION 1. SALE.** SELLERS agree to sell and PURCHASER agrees to purchase the following described real estate located at 180 Anchor Road, Altamonte Springs, Florida, along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

LOTS 2 AND 3, BLOCK D, FIRST ADDITION TO GROVE TERRACE,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7,  
PAGE 48, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel I.D. #18-21-30-503-0D00-0020

**SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00), payable to SELLERS in cash or by certified funds at closing.

**SECTION 3. TITLE INSURANCE.** PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLERS in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

**SECTION 4. DEED.** SELLERS agree, on full payment of the purchase price of EIGHTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$88,000.00), to

make, execute and deliver to PURCHASER a Warranty Deed to the premises.

**SECTION 5. CLOSING/COSTS.** This Contract shall be considered by the Seminole County Board of County Commissioners (BCC) for approval within thirty (30) days of the PURCHASER's receipt of the Contract executed by the SELLERS. Closing will take place in the office of the PURCHASER's Closing Agent no later than sixty (60) days after approval of the Contract by the BCC. All closing costs shall be paid by the SELLERS, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees and the PURCHASER's share of pro-rata property taxes, if any, outstanding up to and including the date of closing. The aforementioned costs and pro-rata real estate taxes shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLERS. The SELLERS covenant that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the SELLERS. At the closing, SELLERS will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLERS with payment of the full purchase price.

**SECTION 6. SELLERS' INDEMNIFICATION.** The SELLERS agree to indemnify and hold harmless the PURCHASER, its officers, employees and agents from any and all claims, losses, damages, or lawsuits for damages arising out of the SELLERS' occupation and/or use of the property, whenever said claim may arise.

**SECTION 7. ASSIGNMENTS.** This Contract shall not be assignable.

SECTION 8. SELLERS' WARRANTY. SELLERS warrant that there are no facts known to SELLERS materially affecting the value of the property which have not been disclosed to PURCHASER.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument on the date above stated.

Cassandra S. Stevens  
Witness  
CASSANDRA S. STEVENS

Cynthia D. Stevens  
Print Name  
Witness  
Cynthia D. Stevens  
Print Name

By: Willie C. Stevens  
WILLIE STEVENS

Date: 9/25/08

Cassandra S. Stevens  
Witness  
CASSANDRA S. STEVENS

Cynthia D. Stevens  
Print Name  
Witness  
Cynthia D. Stevens  
Print Name

By: Burney Stevens  
BURN EY STEVENS

Date: 9/25/08

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

County Attorney

AEC/lpk  
5/6/08

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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Land Acquisition for the Anchor Road Drainage Improvement Project (CIP # 2091-02), House Property

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Stan Hunsinger

**EXT:** 5253

**MOTION/RECOMMENDATION:**

Approve and Authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-504-0B00-0010, a vacant lot consisting of a total of .65 acre for the purchase price of \$153,500.00, owned by Kathleen E. House, Personal Representative for the Estate of Margaret Solomon, 4190 Lake Harney Circle, Geneva, FL 32732. This property is to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02).

District 4 Carlton D. Henley

Meloney Lung

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**BACKGROUND:**

In May of 2006, Public Works staff and their engineering consultant for the Anchor Road Drainage Improvement Project (CIP # 2091-02) identified three (3) properties as possible sites for the construction of the pond project. Staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with two (2) of the three (3) property owners. Public Works and their engineering consultant have confirmed that the size of the negotiated pond sites meet the permitting requirements and will be suitable for construction of the pond. This work is part of the City of Casselberry and the County's joint project that includes multiple funding sources from the City, Seminole County and a Community Development Block Grant (CDBG).

On July 18, 2008, Public Works performed an internal appraisal of Parcel # 18-21-30-504-0B00-0010, identified as one (1) of the two (2) parcels suitable for the construction of the pond project. An appraised value of \$146,500 was determined for Parcel # 18-21-30-504-0B00-0010. This property is represented by Kathleen E. House and both the representative and the estate agree to the negotiated selling price of \$153,500.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for Parcel # 18-21-30-504-0B00-0010, a vacant lot consisting of a total of .65 acre for a purchase price of \$153,500.00, owned by Kathleen E. House, Personal Representative for the Estate of Margaret Solomon, 4190 Lake Harney Circle, Geneva, FL 32732, to be used as part of the Anchor Road Drainage Improvement Project (CIP # 2091-02).



**ATTACHMENTS:**

1. Maps and Aerials
2. Agreement

<b>Additionally Reviewed By:</b> No additional reviews
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Parcel # 18-21-30-504-0B00-0010  
Approximately .65 Acre

Streets shown include: LEMON LN, COMMERCIAL ST, RYDER LN, REECE WAY, LINCOLN RD, NORMANDY RD, BALL PARK RD, SUNNYTOWN RD, LIVE OAKS BLVD, S US HWY 17-92, ORANGE LN, S CYPRESS WAY, BASEWOOD LN, TEAKWOOD LN, SALINA DR, MERRITT ST, FORD DR, PINE ST, MORSE ST, JACKSON ST, OAK ST, DUNBAR ST, DEPUUGH ST, AMANDA ST, E ALTAMONTE DR.

**CONTRACT FOR SALE AND PURCHASE OF LAND**

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of SEPTEMBER, 2008, by and between **KATHLEEN E. HOUSE, AS PERSONAL REPRESENTATIVE FOR THE ESTATE OF MARGARET SOLOMAN, DECEASED**, whose address is 4190 Lake Harney Circle, Geneva, Florida 32732, hereinafter referred to as "SELLER", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "PURCHASER".

**SECTION 1. SALE.** SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

Parcel #18-21-30-504-0B00-0010  
LOTS 1, 2, AND 3, BLOCK B, GROVE TERRACE, PLAT BOOK 7,  
PAGE 42, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is ONE HUNDRED FIFTY ~~THREE~~ <sup>TWENTY</sup> THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (153,500.00 ~~\$152,500.00~~), payable to SELLER in cash or by certified funds at closing.

**SECTION 3. TITLE INSURANCE.** SELLER shall purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLER in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

**SECTION 4. DEED.** SELLER agrees, on full payment of the purchase price of ONE HUNDRED FIFTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$152,500.00), to make, execute and deliver to PURCHASER a Warranty Deed to the premises.

**SECTION 5. CLOSING/COSTS.** Closing will take place in the office of the SELLER's Closing Agent no later than thirty (30) days after approval of the Contract by the Seminole County Board of County Commissioners (BCC). All closing costs shall be paid by the SELLER, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs shall be withheld by the SELLER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLER. The SELLER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the SELLER. At the closing, SELLER will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLER with payment of the full purchase price.

**SECTION 6. ENVIRONMENTAL AUDIT.** Prior to closing, the PURCHASER shall obtain a Phase 1 environmental site assessment of the premises. In the event that assessment indicates that a Phase 2 environmental assessment is required, the PURCHASER may, at its sole option, terminate this Agreement without penalty or delay closing until such time as the environmental assessments are acceptable to PURCHASER.

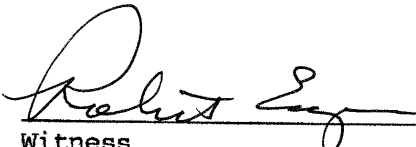
**SECTION 7. SELLER'S INDEMNIFICATION.** The SELLER agrees to indemnify and hold harmless the PURCHASER, its officers, employees and

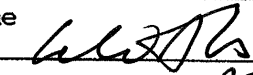
agents from any and all claims, losses, damages, or lawsuits for damages arising out of the SELLER's occupation and/or use of the property, whenever said claim may arise.

**SECTION 8. ASSIGNATION.** This Contract shall not be assignable.


**SECTION 9. SELLER'S WARRANTY.** SELLER warrants that there are no facts known to SELLER materially affecting the value of the property which have not been disclosed to PURCHASER.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this instrument on the date above stated.

  
Witness  
ROBERT EAGAN  
Print Name

  
Witness  
Leanne E. House  
Print Name

SELLER

By:   
KATHLEEN E. HOUSE  
as Personal Representative of  
the Estate of Margaret Soloman,  
Deceased

Date: Sept. 10, 2008

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AEC/sjs  
8/7/08, 8/15/08

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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Land Acquisition for the Markham Water Treatment Plant Expansion Project (CIP # 216701)

**DEPARTMENT:** Administrative Services

**DIVISION:** Support Services

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Stan Hunsinger

**EXT:** 5253

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for vacant lots 83 and 84 of Parcel # 31-19-30-502-0000-0770, owned by Torben and Rebecca Abbott, 118 Crown Oaks Way, Longwood, FL 32779 for a purchase price of \$94,000.00, to be used as part of the Markham Water Treatment Plant Expansion Project (CIP # 216701).

District 5 Brenda Carey

Meloney Lung

**BACKGROUND:**

Environmental Services and their engineering consultant have identified several adjacent properties as potential acquisition properties for the Markham Water Treatment Plant Expansion Project (CIP # 216701). During the negotiations with the adjacent property owners, staff and the County's Acquisition Consultant (PBS&J) have successfully negotiated with Torben and Rebecca Abbott to acquire lots 83 and 84 of Parcel # 31-19-30-502-0000-0770 in the amount of \$94,000.

Lots 83 and 84 of Parcel # 31-19-30-502-0000-0770 were appraised by Clayton, Roper and Marshall, Inc. on September 15, 2008, with an appraised value of \$85,000

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Contract for Sale and Purchase of Land for vacant lots 83 and 84 of Parcel # 31-19-30-502-0000-0770, owned by Torben and Rebecca Abbott, 118 Crown Oaks Way, Longwood, FL 32779, for a purchase price of \$94,000.00, to be used as part of the Markham Water Treatment Plant Expansion Project (CIP # 216701).

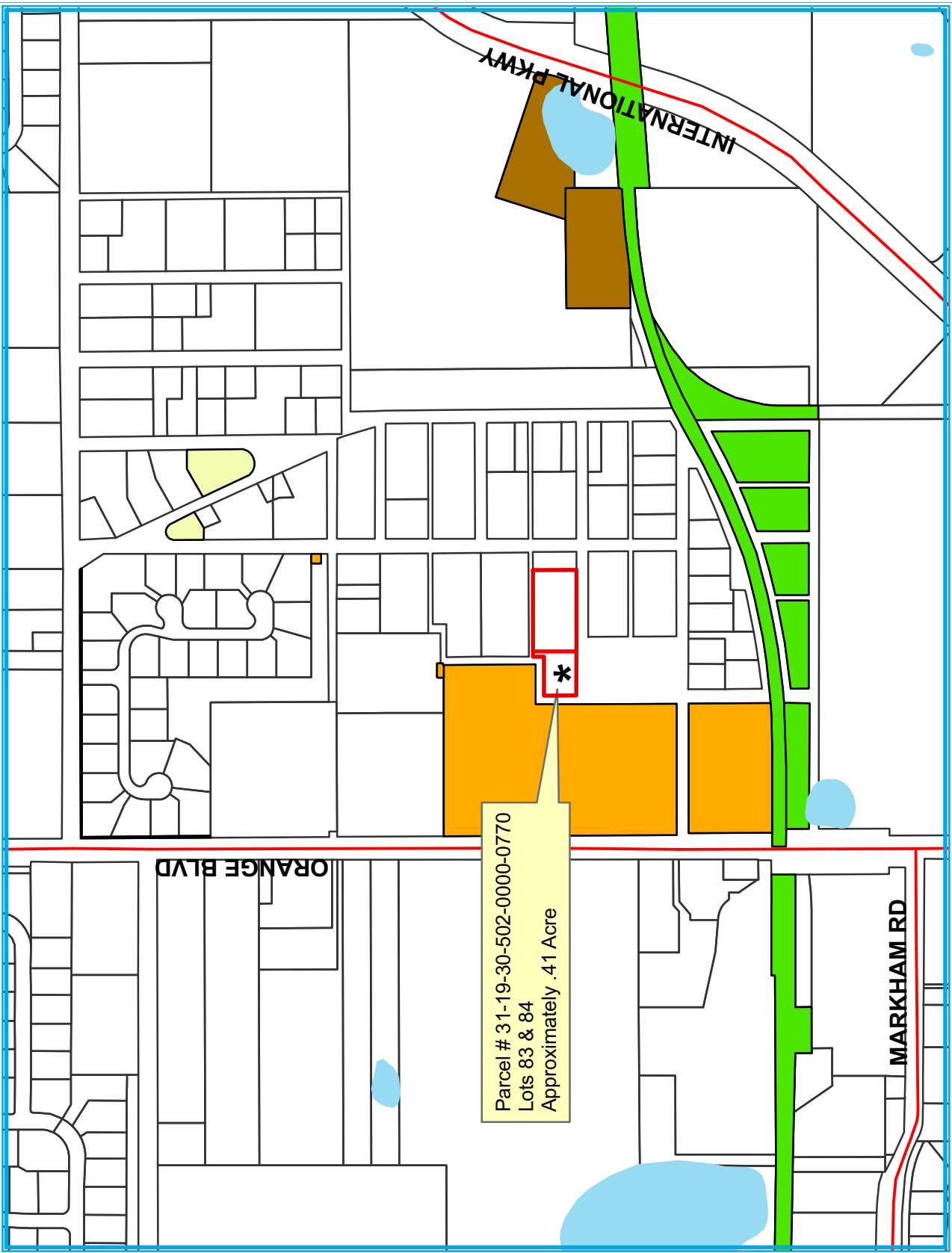
**ATTACHMENTS:**

1. Maps and Aerials
2. Agreement

**Additionally Reviewed By:**

- ☐ Budget Review ( Karen Huffman, Lisa Spriggs )
- ☐ County Attorney Review ( Matthew Minter )

**GIS Map of Property Owned By  
Torben and Rebecca Abbott**





**CONTRACT FOR SALE AND PURCHASE OF LAND**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **TORBEN ABBOTT** and **REBECCA ABBOTT**, husband and wife, whose address is 118 Crown Oaks Way, Longwood, Florida 32779, hereinafter referred to as "SELLERS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "PURCHASER".

**SECTION 1. SALE.** SELLERS agree to sell and PURCHASER agrees to purchase the following described real estate along with its appurtenances, located in the County of Seminole, State of Florida, the legal description and parcel identification number for which is as follows:

Lots 83 and 84 of Parcel #31-19-30-502-0000-0770  
LOTS 83 AND 84, TOWN OF SYLVAN LAKE, PLAT BOOK 2, PAGE  
69, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

**SECTION 2. PURCHASE PRICE AND METHOD OF PAYMENT.** The purchase price is NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000.00), payable to SELLERS in cash or by certified funds at closing.

**SECTION 3. TITLE INSURANCE.** PURCHASER may purchase an owner's title insurance policy insuring PURCHASER to the full amount of the purchase price against loss or damage by reason of defect in the title of SELLERS in the above described premises or by reason of prior liens not assumed by PURCHASER under this Contract.

**SECTION 4. DEED.** SELLERS agree, on full payment of the purchase price of NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$94,000.00), to

Ta Re  
Sellers Initials

make, execute and deliver to PURCHASER a Warranty Deed to the premises.

**SECTION 5. CLOSING/COSTS.** Closing will take place in the office of the PURCHASER's Closing Agent no later than thirty (30) days after approval of the Contract by the Board of County Commissioners (BCC). All closing costs shall be paid by the SELLERS, except that the PURCHASER shall be responsible for PURCHASER's own attorney's fees. The aforementioned costs shall be withheld by the PURCHASER's Closing Agent from the proceeds of this sale and paid to the proper authority on behalf of the SELLERS. The SELLERS covenant that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the SELLERS. At the closing, SELLERS will provide PURCHASER with the Warranty Deed to the premises and PURCHASER shall provide the SELLERS with payment of the full purchase price.

**SECTION 6. ENVIRONMENTAL AUDIT.** Prior to closing, the PURCHASER shall obtain a Phase 1 environmental site assessment of the premises. In the event that assessment indicates that a Phase 2 environmental assessment is required, the PURCHASER may, at its sole option, terminate this Agreement without penalty or delay closing until such time as the environmental assessments are acceptable to PURCHASER.

**SECTION 7. SELLERS' INDEMNIFICATION.** The SELLERS agree to indemnify and hold harmless the PURCHASER, its officers, employees and agents from any and all claims, losses, damages, or lawsuits for

Ta      RL  
Sellers Initials

damages arising out of the SELLERS' occupation and/or use of the property, whenever said claim may arise.

**SECTION 8. ASSIGNATION.** This Contract shall not be assignable.

**SECTION 9. SELLERS' WARRANTY.** SELLERS warrant that there are no facts known to SELLERS materially affecting the value of the property which have not been disclosed to PURCHASER.

SECTION 10. APPROVAL DATE. In the event that approval of the contract by the Board of County Commissioners (BCC) does not take place within 60 days of SELLER'S signing of agreement, the SELLER may at its sole option, terminate this agreement without penalty. *RA*



*20*

*Ta*      *RA*  
Sellers Initials

IN WITNESS WHEREOF, the parties hereto have made and executed  
this instrument on the date above stated.

SELLERS

[Signature]  
Witness JOSHUA COOK

Print Name Russell Matthews

Witness Russell Matthews

Print Name

By: Torben Abbott  
TORBEN ABBOTT

Date: 8/29/08

Chris J. Franz  
Witness

Print Name CHRIS J. FRANZ

Witness Simone Franz

Print Name Simone Franz

By: Rebecca Abbott  
REBECCA ABBOTT

Date: 9/1/08



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

County Attorney

AEC/sjs  
8/11/08

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Sellers Initials



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Affordable Housing Advisory Committee (AHAC) Public Hearing

**DEPARTMENT:** Community Services

**DIVISION:** Community Assistance

**AUTHORIZED BY:** Joe Forte

**CONTACT:** Buddy Balagia

**EXT:** 2389

**MOTION/RECOMMENDATION:**

Authorize Community Assistance Division and the Affordable Housing Advisory Committee (AHAC) staff to advertise and conduct a public hearing on Monday, November 10, 2008 to solicit and obtain public comment on the recommendations of the AHAC.

County-wide

Buddy Balagia

**BACKGROUND:**

On June 24, 2008 the Board of County Commissioners appointed eleven (11) members to the Seminole County Affordable Housing Advisory Committee (AHAC), in accordance with the requirements of the State Housing Initiatives Partnership (SHIP) Program. The AHAC is charged with making recommendations to the Board regarding monetary and non-monetary incentives for affordable housing for very low, low, and moderate income households within Seminole County.

At the AHAC's October 3, 2008 meeting it conducted an all-day workshop to develop draft recommendations for the Board's consideration. Before final recommendations are issued, the AHAC must hold a public hearing to solicit public comment prior to making a presentation to the Board of County Commissioners. The AHAC plans to present its recommendations to the Board at its December 9, 2008 regular meeting.

The AHAC and Community Assistance Division staff are requesting Board authorization to conduct the public hearing on Monday, November 10, 2008.

**STAFF RECOMMENDATION:**

Staff recommends that the Board authorize Community Assistance Division and the Affordable Housing Advisory Committee (AHAC) staff to advertise and conduct a public hearing on Monday, November 10, 2008 to solicit and obtain public comment on the recommendations of the AHAC.

**Additionally Reviewed By:**

☐ County Attorney Review ( Arnold Schneider )



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Satisfactions of Second Mortgage**DEPARTMENT:** Community Services**DIVISION:** Community Assistance**AUTHORIZED BY:** Joe Forte**CONTACT:** Josie Delgado**EXT:** 2381**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the County's Home Ownership Assistance Program or the Emergency Repair Housing Program.

County-wide

Shirley Davis-Boyce

**BACKGROUND:**

The clients identified below 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 either met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations or otherwise qualify for satisfaction of these mortgage liens under current department policies. The clients and their respective properties qualifying for satisfaction are:

<u>Name</u>	<u>Parcel I.D. Number</u>
Angela L. Caro	35-19-30-521-0G00-0080
Edna L. Matipano	20-19-30-501-0000-3010
Mary E. McMillan	32-19-31-510-0000-0050
Allison Mitchell and Louthenia Mitchell	31-19-31-504-1300-0060
Anna Miller	34-20-30-507-2000-0050
Sally Mims	29-21-31-501-0000-0310
Elnora M. Peterson	11-21-31-511-0000-0020
Irene Posley	32-19-31-506-0B00-0230
Collie Redden and Ida Bell Redden	32-19-31-506-0B00-0200
Ernest Scott and Frances Scott	20-19-30-501-0000-0480
Amanda Stokes	20-19-30-501-0000-2570
Fannie Mae Watkins	32-19-31-507-0G00-0020
Carrie Wicks and Billy R. Lock	33-19-31-507-0000-0850
Aaron Williams and Inez Williams	20-19-30-501-0000-2930
Henry Williams	20-19-30-501-0000-1150
Juanita Williams	31-19-31-505-0000-0370
Mauddie Mae Williams	35-19-30-513-2000-0030
Evelyn Woods	31-19-31-501-0B00-0010
Annie Wright	25-19-30-5AG-090D-0050
Betty Jean Upson	07-21-30-503-0000-0540

Total Forgiven \$ 166,185.57**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the attached Satisfactions of Second Mortgage for households assisted under the County's 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 June 12, 1998 and recorded in Official Records Book 3446, Pages 0667 through and including 0671, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) (the "Note"), dated June 12, 1998 and recorded in the Official Records Book 3446, Pages 0672 through and including 0675, Public Records of Seminole County, Florida and that certain Seminole County Home Program Assistance Agreement dated May 9, 1998, recorded in Official Records Book 3446, Pages 0676 through and including 0678, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 111 Mayfair Circle, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 8, BLOCK G, COUNTRY CLUB MANOR UNIT NUMBER TWO,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
11, PAGE 100, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.

Parcel Identification Number: 35-19-30-521-0G00-0080

(the "Property,") were made by **ANGELA L. CARO**, a single person the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owner transfer title, sell, or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Mortgage, Note and Agreement; and

**WHEREAS**, the Owner did maintain the Property as her residence for at least ten (10) years from the date of the Mortgage, Note and Agreement thus qualifying for forgiveness of the Mortgage, the Note and the Agreement under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Mortgage, Note, and Agreement.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of the Mortgage, Note and Agreement and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/08

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated November 6, 2001 and recorded in Official Records Book 4214, Page 1761, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 6, 2001, (hereinafter the "Agreements"), which encumbered the property located at 4720 Chestnut Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 301 AND 302, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-3010

(the "Property,") was made by **EDNA L. MATIPANO**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE,** in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF,** Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated December 7, 2001 and recorded in Official Records Book 4234, Page 1952, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated December 7, 2001, (hereinafter the "Agreements"), which encumbered the property located at 3011 East 20<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, REEVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 10, PAGE 36 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-510-0000-0050

(the "Property,") was made by **MARY E. McMILLAN**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated December 17, 2001 and recorded in Official Records Book 4240, Page 1508, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated December 17, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2011 Summerlin Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 6 AND THE SOUTH 13 FEET OF LOT 5 AND THE NORTH 6 FEET OF LOT 7, BLOCK 13, BELAIR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 79 AND 79A OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-504-1300-0060

(the "Property,") was made by **ALISON MITCHELL** and **LOUTHENIA MITCHELL**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/22/2008



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 31, 2001 and recorded in Official Records Book 4138, Page 1481, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 31, 2001, (hereinafter the "Agreements"), which encumbered the property located at 180 Devon Avenue, Winter Springs, Florida 32708, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK 20, NORTH ORLANDO, ACCORDING TO THE PLAT  
THEREOF AS RECORDED IN PLAT BOOK 12, PAGES 10 AND 11, OF  
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 34-20-30-507-2000-0050

(the "Property,") was made by **ANNA MILLER**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated October 8, 2001 and recorded in Official Records Book 4187, Page 1790, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 8, 2001, (hereinafter the "Agreements"), which encumbered the property located at 3137 East Street, Oviedo, Florida 32765, the legal description and parcel identification for which are as follows:

LOT 31 OF JAMESTOWN, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 9, PAGES 71 AND 72 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 29-21-31-501-0000-0310

(the "Property,") was made by **SALLY MIMS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE,** in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF,** Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated October 25, 2001 and recorded in Official Records Book 4205, Page 0544, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 25, 2001, (hereinafter the "Agreements"), which encumbered the property located at 146 Stephen Avenue, Oviedo, Florida 32762, the legal description and parcel identification for which are as follows:

LOT 2, STEPHENS HEIGHTS, ACCORDING TO THE PLAT THEREOF  
AS RECORDED IN PLAT BOOK 17, PAGE 43 OF THE PUBLIC  
RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 11-21-31-511-0000-0020

(the "Property,") was made by **ELNORA M. PETERSON**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 31, 2001 and recorded in Official Records Book 4138, Page 1479, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 31, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2120 Dixie Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 23, BLOCK B, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-506-0B00-0230

(the "Property,") was made by **IRENE POSLEY**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE,** in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF,** Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated August 20, 2001 and recorded in Official Records Book 4150, Page 1040, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated August 20, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2130 Dixie Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 20 AND 21, BLOCK B, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-506-0B00-0200

But described in the Agreements as:

LOT 21, BLOCK B, DIXIE TERRACE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 53, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") was made by **COLLIE REDDEN** and **IDA BELL REDDEN**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners maintained the Property as their 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 Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
9/3/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated November 12, 2001 and recorded in Official Records Book 4219, Page 1380, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 12, 2001, (hereinafter the "Agreements"), which encumbered the property located at 4531 McKay Street, Lake Monroe, Florida 32746, the legal description and parcel identification for which are as follows:

LOT 48, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS  
OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-0480

(the "Property,") was made by **ERNEST SCOTT** and **FRANCES SCOTT**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners maintained the Property as their 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 Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated November 6, 2001 and recorded in Official Records Book 4214 Page 1763, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 6, 2001, (hereinafter the "Agreements"), which encumbered the property located at 4781 Richard Allen Street, Lake Monroe, Florida 32747, the legal description and parcel identification for which are as follows:

LOTS 257 AND 258, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-2570

and mistakenly described in the Agreements as:

LOTS 256 AND 257, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

(the "Property,") was made by **AMANDA STOKES**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/sjs  
9/4/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 24, 2001 and recorded in Official Records Book 4134, Page 1743, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Grant Agreement dated July 25, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2451 East 20<sup>th</sup> Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 3, AND THE EAST 25 FEET OF LOT 2, AND THE NORTH 25 FEET OF THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 21, BLOCK G, DIXIE TERRACE, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 29, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

And also sometimes described as:

EAST 1/2 OF LOT 2, ALL OF LOT 3, AND NORTH 25 FEET OF THE EAST 75 FEET OF THE WEST 150 FEET OF LOT 21, BLOCK G, DIXIE TERRACE, FIRST ADDITION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 29, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 32-19-31-507-0G00-0020

(the "Property,") was made by **FANNIE MAE WATKINS**, 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**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

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

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 31, 2001 and recorded in Official Records Book 4139, Page 0910, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 31, 2001, (hereinafter the "Agreements"), which encumbered the property located at 2341 Broadway Street, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 85 AND 86, J.O. PACKARD'S FIRST ADDITION TO MIDWAY,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
2, PAGE 104 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.

Parcel Identification Number: 33-19-31-507-0000-0850

(the "Property,") was made by **CARRIE WICKS** and **BILLY R. LOCK**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners maintained the Property as their 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 Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated October 5, 2001 and recorded in Official Records Book 4186, Page 1462, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 5, 2001, (hereinafter the "Agreements"), which encumbered the property located at 811 Halsey Avenue, Lake Monroe, Florida 32747, the legal description and parcel identification for which are as follows:

LOT 293, BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-2930

(the "Property,") was made by **AARON WILLIAMS** and **INEZ WILLIAMS**, the "Owners" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within 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 Owners maintained the Property as their 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 Owners have requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owners and their heirs and assigns are forever freed, exonerated, discharged and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 2, 2001 and recorded in Official Records Book 4122, Page 0895, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 2, 2001, (hereinafter the "Agreements"), which encumbered the property located at 4700 Gilbert Street, Lake Monroe, Florida 32747, the legal description and parcel identification for which are as follows:

LOT 115 AND 1/2 OF THE VACATED ALLEY ON NORTH,  
BOOKERTOWN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 4, PAGES 97 AND 98, OF THE PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 20-19-30-501-0000-1150

(the "Property,") was made by **HENRY WILLIAMS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as his primary residence or dispose of the Property within 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 his 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 his heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION  
PROGRAM ASSISTANCE AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated November 28, 2001 and recorded in Official Records Book 4227, Page 1433, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated November 28, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1600 Mellonville Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 37, SAN LANTA, THIRD SECTION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 75, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-505-0000-0370

(the "Property,") was made by **JUANITA WILLIAMS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/20/2008



This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated July 31, 2001 and recorded in Official Records Book 4138, Page 1477, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated July 31, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1605 Pear Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

SOUTH 1/2 OF LOT 3, AND ALL OF LOTS 4 AND 5, BLOCK 20,  
PINE LEVEL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 6, PAGES 36 AND 37, OF THE PUBLIC RECORDS OF  
SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 35-19-30-513-2000-0030

(the "Property,") was made by **MAUDDIE MAE WILLIAMS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated October 8, 2001 and recorded in Official Records Book 4187, Page 1788, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 8, 2001, (hereinafter the "Agreements"), which encumbered the property located at 1401 Celery Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOTS 1, 2, AND 3, BLOCK B, BUENA VISTA ESTATES,  
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK  
3, PAGE 1 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,  
FLORIDA.

Parcel Identification Number: 31-19-31-501-0B00-0010

(the "Property,") was made by **EVELYN WOODS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated October 30, 2001 and recorded in Official Records Book 4209, Page 0557, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated October 30, 2001, (hereinafter the "Agreements"), which encumbered the property located at 718 Locust Avenue, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 5, BLOCK 9, TRACT D, TOWN OF SANFORD, ACCORDING TO  
THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 56 OF  
THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 25-19-30-5AG-090D-0050

(the "Property,") was made by **ANNIE WRIGHT**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

AWS/sjs  
8/29/2008

This Instrument prepared by:  
Arnold W. Schneider, Esq.  
County Attorney's Office  
1101 East First Street  
Sanford, Florida 32771

Please return it to:  
Community Development Office  
534 W. Lake Mary Blvd.  
Sanford, FL 32773

**SATISFACTION OF MEMORANDUM OF AGREEMENT AND  
SEMINOLE COUNTY EMERGENCY REPAIR HOUSING  
PROGRAM GRANT AGREEMENT**

**Know All Persons By These Presents:**

**WHEREAS**, a Memorandum of Agreement dated December 7, 2001 and recorded in Official Records Book 4234, Page 1950, Public Records of Seminole County, Florida, and a Seminole County Emergency Repair Housing Program Grant Agreement dated December 7, 2001, (hereinafter the "Agreements"), which encumbered the property located at 513 Peachtree Lane, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

LOT 54, GRANADA SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGE 100 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 07-21-30-503-0000-0540

(the "Property,") was made by **BETTY JEAN UPSON**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

**WHEREAS**, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within five (5) years from the date of the Agreements; and

**WHEREAS**, Seminole County did not transfer, assign, pledge or otherwise encumber any interest it obtained pursuant to the Agreements; and

**WHEREAS**, the Owner maintained the Property as her residence for at least five (5) years from the date of the Agreements thus qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

**WHEREAS**, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

**NOW THEREFORE**, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

**IN WITNESS WHEREOF**, Seminole County has caused these presents to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By:\_\_\_\_\_  
BRENDA CAREY, Chairman

Date:\_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney  
AWS/sjs  
9/3/2008





**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Roman Catholic Charities, Diocese of Orlando, Tax-Exempt Bond Financing**DEPARTMENT:** Economic Development**DIVISION:** Operations**AUTHORIZED BY:** William McDermott**CONTACT:** Shani Beach**EXT:** 7135**MOTION/RECOMMENDATION:**

Adopt a Resolution approving the issuance of industrial development revenue bonds not to exceed \$65,000,000.00 for the purpose of financing the acquisition, construction, renovation, improvement and equipping of social service and education centers. Approve and authorize the Chairman to execute an Interlocal Agreement between Seminole County and the Orange County Industrial Development Authority.

County-wide

William McDermott

**BACKGROUND:**

On September 16, 2008, the Orange County Industrial Development Authority (OCIDA) held a public hearing at its regular meeting and approved the issuance of industrial revenue bonds not to exceed \$65,000,000 for The Roman Catholic Diocese of Orlando, Florida Projects, a not-for-profit Florida corporation. The bond proceeds will be used for the purpose of financing the acquisition, construction, renovation, improvement and equipping of social service and education centers in the Central Florida Region. One or more of the educational and/or social service facilities will be located at 541 E. Mitchell Hammock Road, Oviedo; an educational facility will be located at 810 S. Oak Street in Sanford.

The Seminole County Industrial Development Authority will hold a public meeting on October 21 to consider adoption of the IDA Resolution.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the issuance of industrial development revenue bonds not to exceed \$65,000,000.00.

**ATTACHMENTS:**

1. Resolution
2. Agreement
3. Notice of Public Hearing
4. Resolution

**Additionally Reviewed By:**

- ☐ Budget Review ( Lisa Spriggs, Ryan Switzer )
- ☐ County Attorney Review ( Ann Colby )

**RESOLUTION NO. 2008-\_\_\_\_\_**

**A RESOLUTION OF THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING FOR THE PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE OF ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE BONDS (ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA PROJECTS), SERIES 2008, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000; AND APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, FLORIDA AND THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.**

**BE IT RESOLVED BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AS FOLLOWS:**

**WHEREAS,** The Seminole County Industrial Development Authority (the "Seminole Authority") is an Industrial Development Authority duly created under Chapter 159, Part III, Florida Statutes, (the "Act") and constitutes a public body corporate and politic within the meaning of the Act and is authorized by the Act to make and execute financing agreements, contracts, deeds and other instruments necessary or convenient for the purpose of facilitating the financing of the acquisition, construction and equipping of projects as defined in the Act, including machinery, equipment, land, rights in land and other appurtenances and facilities related thereto, to the end that the Authority may be able to promote the economic growth of Seminole County ("Seminole County") and the State of Florida (the "State"), increase opportunities for gainful employment and otherwise contribute to the welfare of the County and the State of Florida and its inhabitants, and to finance or refinance the cost of such projects by the issuance of its revenue bonds; and

**WHEREAS,** the Orange County Industrial Development Authority (the "Orange Authority"), pursuant to a Resolution of the Orange Authority adopted on September 16, 2008 (the "Orange Authority Resolution"), a copy of which with exhibits is attached hereto as Exhibit A and incorporated herein by reference, authorized the issuance of its not to exceed \$65,000,000 Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Charities of Diocese of Orlando, Florida Projects), Series 2008 (the "Bonds") in one or more series for the benefit of Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole., a Florida not-for-profit corporation existing under the common law of the State of Florida (the "Diocese") for the purpose of (i) paying all or any part of the cost of issuance of the Bonds (within applicable limits), (ii) financing the acquisition, construction, renovation, improvement and/or equipping of: (A) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (B) an educational facility located at 801 N. Hastings Street, Orlando, Orange County,



Florida; (C) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (D) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (E) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (F) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (G) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (H) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (I) an educational facility located at 2600 S.W. 42<sup>nd</sup> Street, Ocala, Marion County, Florida; (J) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (K) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (L) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (M) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"), and (iii) paying any other costs associated with the issuance of the Bonds; and

**WHEREAS**, the Orange Authority and the Diocese have executed that certain Memorandum of Agreement, dated September 16, 2008, pursuant to terms of the Orange Authority Resolution; and

**WHEREAS**, the Board of County Commissioners of Orange County, Florida have approved the issuance of the Bonds pursuant to its Resolution, dated October 7, 2008; and

**WHEREAS**, the Seminole Authority has been furnished with a copy of the notice of public hearing (the "Notice of Public Hearing") for the public hearing held by the Seminole Authority on the date hereof (the "Public Hearing") with respect to the issuance of the Bonds, as such Notice of Public Hearing was published in the *Orlando Sentinel* on October 7, 2008, as evidenced by the attached Exhibit B, and the Seminole Authority has been advised that: (a) the Notice of Public Hearing apprised residents of Seminole County of the proposed issuance of the Bonds not less than 14 days before the Public Hearing; (b) the Public Hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard; and (c) no members of the public (other than those present on behalf of the Diocese and members of the Seminole Authority and its staff) appeared at the public hearing or otherwise expressly objected to the issuance of the Bonds for the Project; and

**NOW, THEREFORE, BE IT RESOLVED** by the Seminole County Industrial Development Authority as follows:

**SECTION 1.** Issuance by the Orange County Authority of its Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida Projects), Series 2008 in an aggregate principal amount of not to exceed \$65,000,000 as contemplated by the Notice of Public Hearing and the Orange Authority Resolution shall be and hereby is approved.

The Seminole Authority finds that Seminole County is able to cope satisfactorily with the impact of the portion of the Project in its jurisdiction, and that it is able to provide, or will cause

to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of such portions of the Project, and on account of any increase in population or other circumstances resulting by reason of the location of the portions of the Project within Seminole County.

**SECTION 2.** This approval is solely for the purpose of Section 147(f) of the Code. The issuance of the Bonds and the use of the proceeds thereof to finance the costs of the Project as contemplated by the Orange Authority Resolution shall be and hereby are approved.

**SECTION 3.** The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Seminole Authority shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation or to have waived any right of the Seminole Authority or to have estopped the Seminole Authority from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Seminole Authority of the issuance of the Bonds by the Orange Authority shall not be construed to obligate Seminole County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Orange Authority shall so provide in the financing documents setting forth the details of the Bonds.

**SECTION 4.** Nothing contained in this approval shall be deemed to create any obligation or obligations of Seminole County or the Seminole Authority.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

*[NO FURTHER TEXT THIS PAGE]*

**PASSED AND ADOPTED IN PUBLIC SESSION** of the Seminole County Industrial Development Authority this 21<sup>st</sup> day of October, 2008.

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Attest:

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, Clerk

**EXHIBIT A**

**COPY OF ORANGE AUTHORITY RESOLUTION**

[Attached]



**EXHIBIT B**

**COPY OF NOTICE OF PUBLIC HEARING**

[Attached]

**RESOLUTION NO. 2008-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA APPROVING THE ISSUANCE OF ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE BONDS (ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA PROJECTS), SERIES 2008, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000; AND APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.**

**WHEREAS**, the Orange County Industrial Development Authority (the "Orange Authority"), pursuant to a Resolution of the Orange Authority adopted on September 16, 2008 (the "Orange Authority Resolution"), a copy of which with exhibits is attached hereto as Exhibit A and incorporated herein by reference, authorized the issuance of its not to exceed \$65,000,000 Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Charities of Diocese of Orlando, Florida Projects), Series 2008 (the "Bonds") in one or more series for the benefit of Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole., a Florida not-for-profit corporation existing under the common law of the State of Florida (the "Diocese") for the purpose of (i) paying all or any part of the cost of issuance of the Bonds (within applicable limits), (ii) financing the acquisition, construction, renovation, improvement and/or equipping of: (A) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (B) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (C) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (D) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (E) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (F) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (G) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (H) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (I) an educational facility located at 2600 S.W. 42<sup>nd</sup> Street, Ocala, Marion County, Florida; (J) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (K) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (L) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (M) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"), and (iii) paying any other costs associated with the issuance of the Bonds; and

**WHEREAS**, the Orange Authority and the Diocese have executed that certain Memorandum of Agreement, dated September 16, 2008, pursuant to terms of the Orange Authority Resolution; and



**WHEREAS**, the Board of County Commissioners of Orange County, Florida have approved the issuance of the Bonds pursuant to its Resolution, dated [October \_\_, 2008]; and

**WHEREAS**, the Board County Commissioners of Seminole County, Florida (the "Seminole Board") is the elected legislative body of Seminole County, Florida ("Seminole County"), and the Seminole Board has jurisdiction over the portions of the Project located wholly within Seminole County for purposes of Section 147(f) of Internal Revenue Code of 1986, as amended (the "Code"); and

**WHEREAS**, the Seminole Board has been requested by the Orange Authority to consider and approve the Orange Authority's issuance of the Bonds under the provisions of Section 147(f) of the Code;

**WHEREAS**, after publication in [*The Orlando Sentinel*] of the Notice of Public Hearing, a copy of which is attached hereto as Exhibit B and incorporated herein by reference (the "Notice of Public Hearing"), the Seminole County Industrial Development Authority (the "Seminole Authority") held at its [October 21, 2008] regular meeting the public hearing (the "Public Hearing") required by the Code relating to the Bonds; and

**WHEREAS**, the Seminole Board has been furnished with a copy of the Notice of Public Hearing for the Public Hearing held by the Seminole Authority on [October 21, 2008] with respect to the issuance of the Bonds and has been advised that: (a) the Notice of Public Hearing apprised residents of Seminole County of the proposed issuance of the Bonds not less than 14 days before the Public Hearing; (b) the Public Hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard; and (c) no members of the public (other than those present on behalf of the Diocese and members of the Seminole Authority and its staff) appeared at the public hearing or otherwise expressly objected to the issuance of the Bonds for the Project; and

**WHEREAS**, it is in the best interests of Seminole County and is necessary to enter into the Interlocal Agreement (as defined below) in order to provide for the financing of the portions of the Project that are located in Seminole County;

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

**SECTION 1.** Issuance by the Orange Authority of its Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida Projects), Series 2008 in an aggregate principal amount of not to exceed \$65,000,000 as contemplated by the Notice of Public Hearing and the Orange Authority Resolution shall be and hereby is approved.

The Seminole Board finds that Seminole County is able to cope satisfactorily with the impact of the portion of the Project in its jurisdiction, and that it is able to provide, or will cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of such portions of the Project, and on



account of any increase in population or other circumstances resulting by reason of the location of the portions of the Project within Seminole County.

**SECTION 2.** This approval is solely for the purpose of Section 147(f) of the Code. The issuance of the Bonds and the use of the proceeds thereof to finance the costs of the Project as contemplated by the Orange Authority Resolution shall be and hereby are approved.

**SECTION 3.** The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Seminole Board shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation or to have waived any right of the Seminole Board or to have estopped the Seminole Board from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Seminole Board of the issuance of the Bonds by the Orange Authority shall not be construed to obligate Seminole County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Orange Authority shall so provide in the financing documents setting forth the details of the Bonds.

**SECTION 4.** Nothing contained in this approval shall be deemed to create any obligation or obligations of Seminole County or the Seminole Board.

**SECTION 5.** The Interlocal Agreement between the Orange Authority and Seminole County in substantially the form attached to this Resolution as Exhibit C and incorporated herein by reference, together with such changes therein, whether made prior to the execution thereof or thereafter, as shall be approved from time to time by the officers executing the same on behalf of Seminole County, such approval to be conclusively evidenced by their execution thereof (the "Interlocal Agreement"), shall be, and hereby is, authorized and approved on behalf of Seminole County.

The Seminole Board hereby authorizes and directs the Chairman or other appropriate official designated by Seminole County to execute, and the County Clerk or other appropriate official designated by Seminole County to attest under the seal of Seminole County, the Interlocal Agreement and to deliver the Interlocal Agreement to the Orange Authority, all of the provisions of which, when executed and delivered by Seminole County as authorized herein and by the Orange Authority, shall be a part of this instrument as fully and to the same extent as if incorporated verbatim herein.

**SECTION 6.** This Resolution shall take effect immediately upon its adoption.

*[NO FURTHER TEXT THIS PAGE]*

**PASSED AND ADOPTED IN PUBLIC SESSION** of the Board of County  
Commissioners of Seminole County, Florida this [28<sup>th</sup> day of October, 2008].

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Attest:

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, Clerk



Amended version

This instrument was prepared by or under the supervision of (and after recording should be returned to):

Joseph B. Stanton, Esq.  
Broad and Cassel  
390 N. Orange Ave.  
Suite 1400  
Orlando, Florida 32801

(Space reserved for Clerk of Court)

### INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated as of [\_\_\_\_\_, 2008], is entered into between the ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (the "Orange Authority"), a public body corporate and politic of the State of Florida and SEMINOLE COUNTY, FLORIDA ("Seminole County"), a municipal corporation created and existing pursuant to the Constitution and laws of the State of Florida.

#### WITNESSETH:

**WHEREAS**, pursuant to Chapter 159, Parts II and III, Florida Statutes (as applicable), the Orange Authority and Seminole County are authorized to issue industrial revenue bonds to finance or refinance the acquisition, construction and equipping of authorized projects, including without limitation, educational facilities, social service centers and real property; and

**WHEREAS**, the Orange Authority and Seminole County each constitutes a "public agency" within the meaning of Section 163.1, Florida Statutes, as amended (the "Interlocal Act"), and are each authorized under the Interlocal Act to enter into interlocal agreements providing for them to jointly exercise any power, privilege or authority which each of them could exercise separately; and

**WHEREAS**, Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole (the "Diocese") has requested that the Orange Authority and Seminole County enter into this Agreement to authorize the Orange Authority to issue not to exceed \$65,000,000 Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida, Projects), Series 2008 (the "Bonds") in one or more series, for the purpose of financing and/or refinancing the acquisition, construction, renovation, improvement and/or equipping of: (i) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (ii) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (iii) an educational facility located at 505 East Ridgewood Street, Orlando, Orange County, Florida; (iv) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (v) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (vi) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (vii) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (viii) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (ix) an educational facility located at 2600 S.W. 42<sup>nd</sup> Street, Ocala, Marion County, Florida; (x) an education facility located at 210



W. Lemon Street, Lakeland, Polk County, Florida; (xi) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (xii) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (xiii) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the "Project"); and

**WHEREAS**, the Bonds will initially be secured, in part, by an irrevocable direct-pay letter of credit (the "Letter of Credit") to be issued by Wachovia Bank, National Association that will guarantee the payment of principal and interest on the Bonds in accordance with the terms of the Letter of Credit; and

**WHEREAS**, approximately \$33,000,000 of the principal amount of the Bonds is to be applied to financing and/or refinancing of the portions of the Project located in Seminole County (the "Seminole County Projects"), such financing to result in significant cost savings to the Diocese over the issuance and sale of separate bonds by the Orange Authority and Seminole County in order to finance the Project; and

**WHEREAS**, the Orange Authority and Seminole County have agreed to enter into this Agreement for the purposes stated above; and

**WHEREAS**, on September 16, 2008, following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Orange Authority approved the issuance of the Bonds, the application of the proceeds thereof and the execution and delivery of this Agreement and on October 7, 2008 the Board of County Commissioners of Orange County, Florida, (the "Orange County Board") which has jurisdiction for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), over the area in which a portion of the Project to be financed in Orange County, Florida ("Orange County") will be located, approved the issuance of the Bonds; and

**WHEREAS**, on [October 28, 2008], following a duly noticed public hearing for the purpose of giving all interested persons an opportunity to express their views, either orally or in writing, on the proposed issuance of the Bonds, the Board of County Commissioners of Seminole County, which has jurisdiction for purposes of Section 147(f) of the Code over the area in which the Seminole County Projects will be located, approved this Agreement, the issuance of the Bonds by the Orange Authority and the application of the proceeds thereof; and

**WHEREAS**, the Interlocal Act authorizes the Orange Authority and Seminole County to enter into this Agreement and confers upon the Orange Authority authorization to issue the Bonds and to apply the proceeds thereof to the financing of the Seminole County Projects through a loan of such proceeds to the Diocese; and

**WHEREAS**, the parties hereto desire to agree to the issuance of the Bonds by the Orange Authority for such purposes and such agreement by such parties is in the public interest; and

**WHEREAS**, the Diocese has agreed to indemnify the Orange Authority and Seminole County in connection with its execution of this Agreement;



**NOW, THEREFORE,** for and in consideration of the premises hereinafter contained, and intending to be legally bound hereby, the parties hereto agree as follows;

**SECTION 1. Authorization to Issue the Bonds.** The Orange County Board authorized the Orange Authority to issue the Bonds in an aggregate principal amount not exceeding \$65,000,000 and to loan the proceeds thereof to the Diocese and/or an affiliate or related entity thereto (collectively the "Borrower") to finance or refinance the Project, with up to \$33,000,000 of such proceeds to be applied to finance the Seminole County Projects. The Orange Authority and Seminole County do hereby agree that the Orange Authority is hereby authorized to exercise all powers relating to the issuance of the Bonds vested in Seminole County pursuant to the Constitution and the laws of the State of Florida and to do all things within the jurisdiction of Seminole County which are necessary or convenient for the issuance of the Bonds and the financing of the Project to the same extent as if Seminole County were issuing its own industrial revenue bonds for such purposes without any further authorization from Seminole County to exercise such powers or to take such actions. It is the intent of this Agreement and the parties hereto that the Orange Authority be vested, to the maximum extent permitted by law, with all powers which Seminole County might exercise with respect to the issuance of the Bonds and the lending of the proceeds thereof to the Borrower to finance and/or refinance the Seminole County Projects as though Seminole County were issuing such Bonds as its own special limited obligations.

**SECTION 2. Qualifying Project; Representations.**

A. The parties hereto represent that each of the projects within their respective jurisdictions constitutes a "Project" as such term is used in Parts II and III, Chapter 159, Florida Statutes,

B. The Orange Authority hereby represents, determines and agrees as follows:

1. The components of the Project located within Orange County are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Orange County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State of Florida (the "State") and its people.

2. No financing for the projects shall be entered into with a party that is not financially responsible and fully capable and willing to fulfill its obligations under the financing agreement, including the obligations to make payments in the amounts and at the times required, to operate, repair, and maintain at its own expense the Project, and to serve the purposes of Parts I, II and III, Chapter 159, Florida Statutes, and such other responsibilities as may be imposed under the financing agreement.

3. Orange County will be able to cope satisfactorily with the impact of the portions of the Project located in Orange County and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance



of the portions of the Project located in Orange County and on account of any increases in population or other circumstances resulting therefrom.

4. Adequate provision will be made in the financing agreements for the operation, repair and maintenance of the Project at the expense of the Diocese and for the payment of principal of and interest on the Bonds.

C. Seminole County hereby represents, determines and agrees as follows:

1. The Seminole County Projects are appropriate to the needs and circumstances of, and shall make a significant contribution to the economic growth of Seminole County; shall provide or preserve gainful employment; and shall serve a public purpose by advancing the economic prosperity, the public health, or the general welfare of the State and its people.

2. Seminole County will be able to cope satisfactorily with the impact of the Seminole County Projects and will be able to provide, or cause to be provided when needed, the public facilities, including utilities and public services, that will be necessary for the construction, operation, repair, and maintenance of the Seminole County Projects and on account of any increases in population or other circumstances resulting therefrom.

**SECTION 3. No Pecuniary Liability of the Seminole Authority or Seminole County; Limited Obligation of the Orange Authority.** Neither the provisions, covenants or agreements contained in this Agreement and any obligations imposed upon Seminole County hereunder, nor the Bonds issued pursuant to this Agreement, shall constitute an indebtedness or liability of Seminole County or the Seminole County Industrial Development Authority (the "Seminole Authority"). The Bonds when issued, and the interest thereon, shall be limited and special obligations of the Orange Authority payable solely from certain revenues and other amounts pledged thereto by the terms thereof.

**SECTION 4. No Personal Liability.** No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Seminole County, the Seminole Authority, or the Orange Authority in his or her individual capacity and no member, officer, agent or employee of Seminole County, the Seminole Authority or the Orange Authority shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**SECTION 5. Allocation of Responsibilities.** The Orange Authority shall take all actions it deems necessary or appropriate in connection with the issuance of the Bonds, including, in its discretion, the preparation, review, execution and filing with government agencies of certificates, opinions, agreements and other documents to be delivered at the closing of the Bonds and the establishment of any funds and accounts pursuant to an indenture of trust related to the Bonds. Neither Seminole County, the Seminole Authority nor the Orange Authority shall be liable for the costs of issuing the Bonds or the costs incurred by any of them in connection with the preparation, review, execution or approval of this Agreement



or any documentation or opinions required to be delivered in connection therewith by Seminole County, the Seminole Authority or the Orange Authority or counsel to any of them. All of such costs shall be paid from the proceeds of the Bonds or from other moneys of the Diocese.

**SECTION 6. Indemnity.** The Diocese, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless Seminole County, the Seminole Authority and the Orange Authority, their respective officers, employees and agents, from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the Bonds, other than any such losses, damages, liabilities or expenses, in the case of the Orange Authority, arising from the willful misconduct or gross negligence of the Orange Authority, in the case of the Seminole Authority, arising from the willful misconduct or gross negligence of the Seminole Authority, and, in the case of Seminole County, arising from the willful misconduct or gross negligence of Seminole County. The Diocese's obligations under this Section 6 shall survive the termination of this Agreement.

**SECTION 7. Term.** This Agreement will remain in full force and effect from the date of its execution, subject to the provisions of Sections 1 and 8 hereof, until such time as it is terminated by any party hereto upon ten (10) days advance written notice to the other party hereto. Notwithstanding the foregoing, it is agreed that this Agreement may not be terminated so long as any of the Bonds remain outstanding or unpaid. Nothing herein shall be deemed in any way to limit or restrict either party hereto from issuing its own obligations or entering into any other agreement for the financing or refinancing of any facility which either party hereto may choose to finance or refinance.

**SECTION 8. Filing of Agreement.** It is agreed that this Agreement shall be filed by the Diocese or its authorized agent or representative with the Clerk of the Circuit Court of Seminole County, Florida, and with the Clerk of the Circuit Court of Orange County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until executed by both parties and so filed.

**SECTION 9. Severability of Invalid Provisions.** If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provisions 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, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

**SECTION 10. WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS

AGREEMENT AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

**SECTION 11. Litigation.** In the event any legal proceedings are instituted between the parties hereto concerning this Agreement, the prevailing party in such proceedings shall be entitled to recover its costs of suit, including reasonable attorney's fees, at both trial and appellate levels.

**SECTION 12. Governing Law.** This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

**SECTION 13. Limited Approval.** The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project. Further, the approval of the issuance of the Bonds by the Orange Authority shall not be construed to obligate Seminole County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Orange Authority shall so provide in the financing documents setting forth the details of the Bonds.

**SECTION 14. Third Party Beneficiary.** The Seminole Authority shall be an express third party beneficiary to the provisions of this Agreement that are applicable to it.

**SECTION 15. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURES FOLLOW NEXT PAGE]



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

**ORANGE COUNTY INDUSTRIAL  
DEVELOPMENT AUTHORITY**

(SEAL)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, \_\_\_\_\_ of the **Orange County Industrial Development Authority**, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

Printed/Typed Name: \_\_\_\_\_

Notary Public-State of Florida

Commission Number: \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof all as of the date first above written.

SEMINOLE COUNTY, FLORIDA

(SEAL)

ATTEST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_, \_\_\_\_\_ of Seminole County, Florida, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

Printed/Typed Name: \_\_\_\_\_

Notary Public-State of Florida

Commission Number: \_\_\_\_\_

## APPROVAL AND ACKNOWLEDGMENT OF THE DIOCESE

Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, and his successor in office, hereby approve this Interlocal Agreement and acknowledge their acceptance of their obligations arising thereunder, including, without limitation, their obligations under Sections 5 and 6 thereof, by causing this Approval and Acknowledgment to be executed by an authorized officer or representative and attested by an authorized officer or representative all as of the date of said Interlocal Agreement.

### ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA

By: \_\_\_\_\_  
Bryan Joseph, Chief Financial Officer,  
for Bishop Thomas G. Wenski, as Bishop

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of September, 2008, by Bryan Joseph, Chief Financial Officer, for **Thomas G. Wenski, Bishop**, who is personally known to me/has produced \_\_\_\_\_ as identification.

(SEAL)

Printed/Typed Name: \_\_\_\_\_  
Notary Public-State of Florida  
Commission Number: \_\_\_\_\_

# Orlando Sentinel

Published Daily

State of Florida } S.S.  
COUNTY OF ORANGE

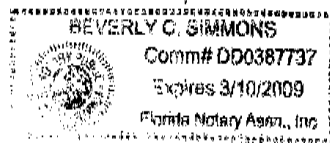
Before the undersigned authority personally appeared Claudia Escobar, who on oath says that he/she is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published at Altamonte Springs in Seminole County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of INTERNAL REVENUE CODE in the Seminole Court, was published in said newspaper in the issue; of 10/07/08

Affiant further says that the said Orlando Sentinel is a newspaper published at Altamonte Springs, in said Seminole County, Florida, and that the said newspaper has heretofore been continuously published in said Seminole County, Florida, each Week Day and has been entered as second-class mail matter at the post office in Altamonte Springs in said Seminole County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

*Claudia Escobar*

The foregoing instrument was acknowledge before me this 8TH day of October, 2008, by Claudia Escobar, who is personally known to me and who did take an oath.

(SEAL)



Order# 853847

## SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY NOTICE OF MEETING AND PUBLIC HEARING

To Whom It May Concern:

For the purposes of Section 147(c) of the Internal Revenue Code, notice is hereby given that the Seminole County Industrial Development Authority (the "Authority") will hold a public meeting and hearing with respect to the proposed issuance and sale by the Orange County Industrial Development Authority (the "Issuer") of not exceeding \$65,000,000 Industrial Development Revenue Bonds (the "Bonds"), at a meeting to be held October 21, 2008, beginning at 8:30 a.m. or as soon thereafter as possible, in the offices of the Metro Orlando Economic Development Commission, 1035 AAA Drive, Suite 1385, Heathrow, Florida, 32746.

The proceeds of the Bonds will be used for the purpose of financing or refinancing the cost of acquisition, construction, renovation, improvement and equipping of certain social service centers and educational facilities (the "Projects"), for the Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole, which is a not-for-profit corporation existing under the common law of the State of Florida, (the "Diocese") and related entities therein, which Projects will include educational facilities and/or social service centers located in Seminole County at the following addresses:

541 E. Mitchell Hammock Road, Oviedo, FL 32765  
810 S. Oak Avenue, Sanford, FL 32771

The Projects will be owned and/or operated by the Diocese or an affiliate or related entity thereto (collectively the "Borrower").

The Bonds will be a limited obligation of the Issuer and will be payable solely from the payments payable by the Borrower. An agreement between the Issuer and the Borrower will provide for the payments by the Borrower sufficient to pay debt service on the Bonds when due. The Bonds will be secured under an agreement whereby the Issuer will pledge the payments by the Borrower for the benefit of the holders of the Bonds. The Bonds will not be a general obligation of the Issuer and will not in any way constitute a debt, liability or obligation of the State of Florida, Orange County, Florida, Seminole County, Florida, the Authority, or any other political subdivision of the State of Florida. The Bonds will not be payable from any tax revenues.

The public hearing will be conducted in a manner that provides a reasonable opportunity for persons with differing views to be heard on both issuance of the Bonds and the location and nature of the Projects. Any person desiring to be heard on this matter is requested to attend the public hearing or send a representative. Written comments to be presented at the hearing may be submitted to the Seminole County Industrial Development Authority at Metro Orlando Economic Development Commission, 1035 AAA Drive, Heathrow, Florida, 32746. Comments made at the hearing are for the consideration of the Authority and the Board of County Commissioners of Seminole County.

Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the American with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Authority no later than seven days prior to the proceeding at the address given in this notice or telephone: (407) 665-7143.

Dated: October 1, 2008  
Seminole County Industrial Development Authority  
By: Tracy Turk  
CSB53847-OCT-2

**RESOLUTION NO. 2008-\_\_\_\_\_**

**A RESOLUTION OF THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY APPROVING FOR THE PURPOSES OF SECTION 147(f) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, THE ISSUANCE OF ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY INDUSTRIAL DEVELOPMENT REVENUE BONDS (ROMAN CATHOLIC DIOCESE OF ORLANDO, FLORIDA PROJECTS), SERIES 2008, IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$65,000,000; AND APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY, FLORIDA AND THE ORANGE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY.**

**BE IT RESOLVED BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AS FOLLOWS:**

**WHEREAS**, The Seminole County Industrial Development Authority (the “Authority”) is an Industrial Development Authority duly created under Chapter 159, Part III, Florida Statutes, (the “Act”) and constitutes a public body corporate and politic within the meaning of the Act and is authorized by the Act to make and execute financing agreements, contracts, deeds and other instruments necessary or convenient for the purpose of facilitating the financing of the acquisition, construction and equipping of projects as defined in the Act, including machinery, equipment, land, rights in land and other appurtenances and facilities related thereto, to the end that the Authority may be able to promote the economic growth of Seminole County (the “County”) and the State of Florida (the “State”), increase opportunities for gainful employment and otherwise contribute to the welfare of the County and the State of Florida and its inhabitants, and to finance or refinance the cost of such projects by the issuance of its revenue bonds; and

**WHEREAS**, the Orange County Industrial Development Authority (the “Orange County Authority”), pursuant to a Resolution of the Orange County Authority adopted on September 16, 2008 (the “Orange County Authority Resolution”), a copy of which with exhibits is attached hereto as Exhibit A and incorporated herein by reference, authorized the issuance of its not to exceed \$65,000,000 Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Charities of Diocese of Orlando, Florida Projects), Series 2008 (the “Bonds”) in one or more series for the benefit of Thomas G. Wenski, Bishop of the Roman Catholic Diocese of Orlando, Florida, a judicially recognized Corporation Sole., a Florida not-for-profit corporation existing under the common law of the State of Florida (the “Diocese”) for the purpose of (i) paying all or any part of the cost of issuance of the Bonds (within applicable limits), (ii) financing the acquisition, construction, renovation, improvement and/or equipping of: (A) a social service center located at 5125 S. Apopka-Vineland Road, Orlando, Orange County, Florida; (B) an educational facility located at 801 N. Hastings Street, Orlando, Orange County, Florida; (C) an educational facility located at 505 East Ridgewood Street, Orlando, Orange



County, Florida; (D) an educational facility located at 142 E. Swoope Avenue, Winter Park, Orange County Florida; (E) a social service center located at 5655 Stadium Parkway, Viera, Brevard County, Florida; (F) an educational facility located at 100 E. Florida Avenue, Melbourne, Brevard County, Florida; (G) an educational facility located at 3060 N. Highway A1A, Indiatlantic, Brevard County, Florida; (H) an educational facility located at 1320 Sunshine Avenue, Leesburg, Lake County, Florida; (I) an educational facility located at 2600 S.W. 42<sup>nd</sup> Street, Ocala, Marion County, Florida; (J) an education facility located at 210 W. Lemon Street, Lakeland, Polk County, Florida; (K) an educational facility located at 3110 Highway 92 East, Lakeland, Polk County, Florida; (L) one or more educational facilities and/or social service centers located at 541 E. Mitchell Hammock Road, Oviedo, Seminole County, Florida; and (M) an educational facility located at 810 S. Oak Avenue, in Sanford, Seminole County, Florida; (collectively, the “Project”), and (iii) paying any other costs associated with the issuance of the Bonds; and

**WHEREAS**, the Orange County Authority and the Diocese have executed that certain Memorandum of Agreement, dated September 16, 2008, pursuant to terms of the Orange County Authority Resolution; and

**WHEREAS**, the Board of County Commissioners of Orange County, Florida have approved the issuance of the Bonds pursuant to its Resolution, dated [October \_\_, 2008]; and

**WHEREAS**, the Authority has been furnished with a copy of the notice of public hearing (the “Notice of Public Hearing”) for the public hearing held by the Authority on the date hereof (the “Public Hearing”) with respect to the issuance of the Bonds, as such Notice of Public Hearing was published in the *Orlando Sentinel* on [October \_\_, 2008], as evidenced by the attached Exhibit B, and the Authority has been advised that: (a) the Notice of Public Hearing apprised residents of the County of the proposed issuance of the Bonds not less than 14 days before the Public Hearing; (b) the Public Hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard; and (c) no members of the public (other than those present on behalf of the Diocese and members of the Authority and its staff) appeared at the public hearing or otherwise expressly objected to the issuance of the Bonds for the Project; and

**NOW, THEREFORE, BE IT RESOLVED** by the Seminole County Industrial Development Authority as follows:

**SECTION 1.** Issuance by the Orange County Authority of its Orange County Industrial Development Authority Industrial Development Revenue Bonds (Roman Catholic Diocese of Orlando, Florida Projects), Series 2008 in an aggregate principal amount of not to exceed \$65,000,000 as contemplated by the Notice of Public Hearing and the Orange County Authority Resolution shall be and hereby is approved.

The Authority finds that the County is able to cope satisfactorily with the impact of the portion of the Project in its jurisdiction, and that it is able to provide, or will cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the

operation, repair, improvement and maintenance of such portions of the Project, and on account of any increase in population or other circumstances resulting by reason of the location of the portions of the Project within the County.

**SECTION 2.** This approval is solely for the purpose of Section 147(f) of the Code. The issuance of the Bonds and the use of the proceeds thereof to finance the costs of the Project as contemplated by the Orange County Authority Resolution shall be and hereby are approved.

**SECTION 3.** The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Diocese or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval for any other regulatory permits relating to the Project, and the Authority shall not be construed by reason of its adoption of this Resolution to make any such endorsement, finding, or recommendation or to have waived any right of the Authority or to have estopped the Authority from asserting any rights or responsibilities it may have in such regard. Further, the approval by the Authority of the issuance of the Bonds by the Orange County Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and construction of the Project, and the Orange County Authority shall so provide in the financing documents setting forth the details of the Bonds.

**SECTION 4.** Nothing contained in this approval shall be deemed to create any obligation or obligations of the County or the Authority.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

*[NO FURTHER TEXT THIS PAGE]*

**PASSED AND ADOPTED IN PUBLIC SESSION** of the Seminole County Industrial Development Authority this [21<sup>st</sup> day of October, 2008].

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Attest:

---

, Clerk

**EXHIBIT A**

**COPY OF ORANGE COUNTY AUTHORITY RESOLUTION**  
[Attached]

**EXHIBIT B**

**COPY OF NOTICE OF PUBLIC HEARING**  
[Attached]





## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Seminole Community College Small Business Services Agreement

**DEPARTMENT:** Economic Development

**DIVISION:** Operations

**AUTHORIZED BY:** William McDermott

**CONTACT:** Shani Beach

**EXT:** 7135

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute pledge commitment to the Seminole Community College (SCC) Foundation in the amount of \$150,000.00 for services provided through the Small Business Development Center and the Seminole Technology Business Incubation Center located at the Port of Sanford.

County-wide

William McDermott

**BACKGROUND:**

The SCC Small Business Development Center (SBDC) is an integral part of the small business development efforts in Seminole County. So far this calendar year the SBDC has served more than 176 clients, created 57 jobs, retained 34 jobs, assisted 10 business start-ups, and conducted 25 training seminars. In addition, the Seminole Advisory Board Council program is currently working with seven client companies. The funding request from SCC is \$150,000 (same as previous year) and is payable on or before December 1, 2008. Funds are available in the Economic Development budget to cover the request.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute pledge commitment to the Seminole Community College (SCC) Foundation in the amount of \$150,000.00.

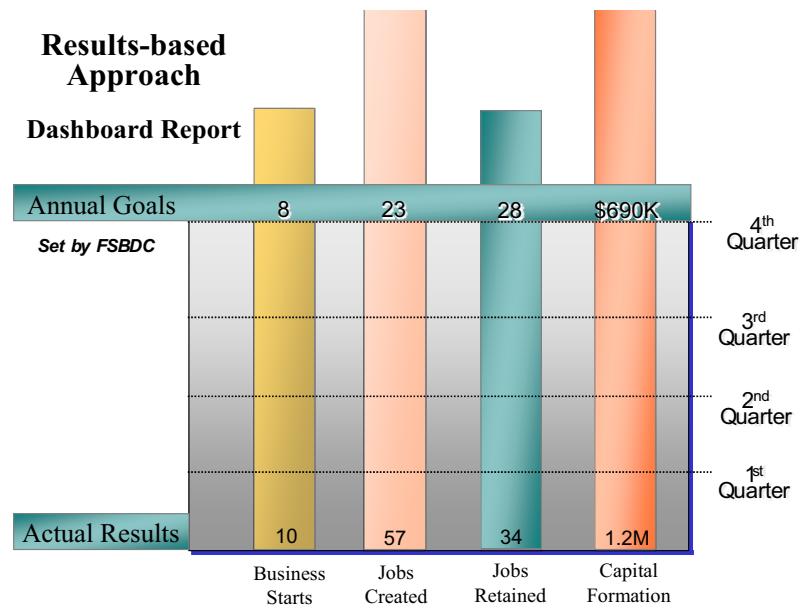
**ATTACHMENTS:**

1. Dashboard Report
2. County Grant Commitment Letter

**Additionally Reviewed By:**

☐ Budget Review ( Lisa Spriggs, Ryan Switzer )





### Services

- Small Business Development Center (SBDC) – offering consulting services for Seminole County businesses and startups
- Seminole Advisory Board Council (SABC) – providing boards of volunteer advisors for existing companies seeking to grow
- Seminole Technology Business Incubation Center (STBIC) – flexible business learning environment along with space for young startup companies

### Locations

- Port of Sanford
- SCC / Oviedo Campus
- Center for Economic Development at Heathrow
- SCC / Altamonte Springs Campus

### Outreach

- Lunch and Learn is being planned for bankers to be conducted at SCC Oviedo Campus
- Staff appeared on Channel 15 Business Show
- Numerous newspaper stories and columns by or about staff and programs
- Joint promotion by Seminole County Library and SBDC of "Book an Expert" and seminars
- Rental activity for STBIC is picking up after 3 graduations
- 9 disaster workshops throughout Central Florida
- Robert Goetz was awarded the "Network Service Excellence Award and Renee Templeton was named "Regional Employee of the Year" by the Florida Small Business Development Center Network.

### SBDC Stats as of 07-31-08

Clients:..... 176  
Sessions: ..... 237  
Events:..... 25  
Attendees: ..... 400  
Loan Applicants: ..... 1

Loans Obtained: ..... 2  
Capital Formation: ... \$1,180,000  
Business Start-ups: ..... 10  
Jobs Created: ..... 57  
Jobs Retained:..... 34

GIFT COMMITMENT

I/We hereby pledge a total of \$150,000 to support Seminole Community College **payable to Seminole Community College Foundation, Inc.** This gift is to be used for:

SEMINOLE COUNTY/SCC SMALL BUSINESS SERVICES

**WHEREAS**, it is the policy of the COUNTY to aggressively stimulate economic growth in Seminole County by, among other things, either attracting new industries and businesses to Seminole County or by encouraging the expansion of existing industries and businesses within Seminole County; and

**WHEREAS**, the creation of new employment opportunities for residents of Seminole County and the increased tax revenues resulting from such industry or business expansion and relocation within Seminole County is beneficial to local economy; and

**WHEREAS**, the establishment of a jobs growth/economic development incubation center has been relocated to the Port of Sanford; and

**WHEREAS**, SCC has successfully demonstrated to the COUNTY that SCC can fully and adequately provide administrative support, and

**WHEREAS**, SCC is skilled at providing administration and other support to jobs growth and economic development programs; and

**WHEREAS**, SCC will attempt to enhance this County grant by solicitation of additional monies from others; i.e. State, Federal and private sector gifts, grants or contracts; and

**WHEREAS**, the COUNTY desires to enhance this effort for the purpose of encouraging job growth and economic development in Seminole County; and

**WHEREAS**, the COUNTY has determined that in order to enhance and preserve the economic well-being and health and welfare of the citizens of the COUNTY it is necessary, proper and desirable to support SCC in order to enhance the economic development of Seminole County; and

It is the County's desire to support the SCC/Small Business Services Department and to see no diminution of service which it currently provides as follows:

(a) A minimum of fifty percent (50%) of a full-time administrator's time and one hundred percent (100%) of an administrative assistant's time to provide coordination and management assistance for the SCC/Small Business Services Department.

(b) The services currently provided by SCC to the COUNTY include;

- (1) marketing efforts to recruit new businesses for the Incubation Center,
- (2) public relations effort for the Incubation Center
- (3) record keeping services,
- (4) fax, copying, Internet services,
- (5) documentation production/work processing services
- (6) financial management advisement services
- (7) marketing advisement services
- (8) coordination of efforts between the Seminole County Port Authority, the business owners and Seminole County Government regarding the Incubation Center(s),
- (9) consultation services for specialized areas, and
- (10) the providing of annual reports which shall include but not be limited to, recommendations relative to the continuing development and operation of the SCC/Small Business Services Department.

**SECTION 1. BILLING AND PAYMENT OF GIFT.** The COUNTY hereby agrees to pay SCC the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000) to assist with the goals provided hereunder by SCC during the term of this Grant. Said sum is payable on or before December 1, 2008.

**SECTION 2. TERM.**

(a) The term shall be effective from October 1, 2008 and shall remain effective until September 30, 2009.

(b) The funding for this gift may be withdrawn or limited at any time by the Board of County Commissioners.

**SECTION 3. REPORTS.** SCC shall provide the COUNTY with an annual report regarding the activities pursuant to this grant at the time of each twelve (12) month period under this grant.

**SECTION 4. BINDING EFFECT.** This grant 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 5. ASSIGNMENT.** This grant shall not be assigned by either party without the prior written approval of the other.

**SECTION 6. PUBLIC RECORDS.** SCC shall allow public access to all documents, papers, letters or other materials which have been made or received by SCC in conjunction with this grant.

**SECTION 7. RECORDS AND AUDITS.**

(a) SCC shall maintain in its place of business all non-exempt books, documents, papers and other evidence pertaining to work performed under this Grant. Such non-exempt public records shall be and remain available at SCC's main campus at all reasonable times during the term of this grant and for five (5) years after grant closure.

(b) SCC agrees that the COUNTY or its duly authorized representative shall, until the expiration of five (5) years after grant closure, have access to examine any of SCC's non-exempt books, documents, papers and records involving transactions related to this Grant. SCC agrees that payments made under this Grant shall be subject to reduction for amounts charged which are found on the basis of audit examination not to constitute allowable costs.

(c) All required records shall be maintained until an audit has been completed and all questions arising from it are resolved or until five (5) years after closure of the Grant, in writing and submission of a final invoice, whichever is sooner. SCC will provide proper facilities for access to and inspection of all required records.

(d) The phrase "non-exempt," as used herein, means that the record is not exempt under the public records law of the State of Florida.

**SECTION 8. NOTICES.**

(a) Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Cynthia A. Coto, County Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

**With copies to:**

William J. McDermott, Economic Development Director  
Seminole County Government  
1055 AAA Drive  
Suite 145  
Heathrow, Florida 32746

**For SCC:**

Matthew M. Hodge, Ph.D.  
Executive Director  
SCC Foundation, Inc.  
100 Weldon Boulevard  
Sanford, FL 32773-6199

***100 Weldon Boulevard  
Sanford, Florida 32773***

I/We will begin pledge payments in the month of December 2008, for 1 year, as indicated below:

	<u>Amount</u>	<u>Expected Date of Payment</u>
Pledge Year 1	<u>\$150,000.00</u>	<u>12/01/2008</u>
Pledge Year 2	<u>                    </u>	<u>                    </u>
Pledge Year 3	<u>                    </u>	<u>                    </u>
Pledge Year 4	<u>                    </u>	<u>                    </u>
Pledge Year 5	<u>                    </u>	<u>                    </u>

Please send a pledge reminder:

           Annually                 Semi-Annually                 Quarterly  
  X   It is not necessary to send a reminder

**The pledge and resulting payments are to be anonymous:        No        Yes**

**Recognition Name** (Individual/Spouse/Corporation Name) - Please acknowledge and credit this gift as follows:

Seminole County Government  
Name(s) (Please Print)

**Contact Information:**

**Seminole County Board of Commissioners Chairman, Brenda Carrey**

<u>Print Donor Name</u>			<u>Date</u>
<u>1101 E First Street</u>	<u>Sanford</u>	<u>FL</u>	<u>32771</u>
<u>Street</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>407-665-7209</u>			
<u>Telephone: Home</u>	<u>Work</u>	<u>Cell</u>	

<u>Donor Signature(s)</u>	<u>E-Mail</u>
---------------------------	---------------

<u>Foundation Signature(s)</u>	<u>Date</u>
--------------------------------	-------------

Foundation –Print Name & Title



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Request to Advertise and Schedule Two (2) Public Hearings to Consider Enactment of Two (2) Ordinances to increase Tourist Development Tax; Request for Waiver of Economic Impact Statement Delineating Impact on Citizens As A Result of Proposed Ordinance

**DEPARTMENT:** Economic Development

**DIVISION:** Tourism

**AUTHORIZED BY:** William McDermott

**CONTACT:** Fran Sullivan

**EXT:** 2906

**MOTION/RECOMMENDATION:**

Authorize scheduling and advertising of two (2) Public Hearings: First Public Hearing to be held on November 18, 2008 and the Second Public Hearing to be held on December 9, 2008 for proposed Ordinances amending Seminole County Code authorizing an additional two percent (2%) tourist development tax; authorize waiver of Economic Impact Statement delineating the fiscal impact on citizens as a result of the proposed Ordinance.

County-wide

William McDermott

---

**BACKGROUND:**

Staff is requesting authorization to advertise and schedule two (2) separate public hearings on two (2) Ordinances to amend Seminole County Code. Each ordinance provides for an additional one percent (1%) tourist development tax to be dedicated to Jetta Park and Soldiers Creek Park improvements.

Initially these two projects were to be funded by General Fund dollars, but because of budgetary challenges, the additional revenue generated by increasing the tourist development tax by two percent (2%) will allow the County to move forward.

Staff also requests authorization to waive an Economic Impact Statement as citizens are not likely to realize significant fiscal impact from the proposed Ordinances.

**STAFF RECOMMENDATION:**

Staff recommends authorizing scheduling and advertising of two (2) Public Hearings for proposed Ordinances amending Seminole County Code authorizing an additional two percent (2%) tourist development tax; staff also recommends authorizing waiver of Economic Impact Statement.

**ATTACHMENTS:**

1. Ordinance
2. Ordinance

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )



## NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

**AN ORDINANCE AMENDING PART 5, CHAPTER 245, SECTION 245.81(a), SEMINOLE COUNTY CODE, PERTAINING TO THE TOURIST DEVELOPMENT TAX, PROVIDING AN ADDITIONAL ONE PERCENT (1%) TAX ON MOTEL, HOTEL, ROOM RENTALS, AND CERTAIN OTHER SHORT-TERM LIVING ACCOMMODATION RENTALS; PROVIDING FOR TRANSMITTAL OF THE ORDINANCE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

at 1:30 p.m. or as soon thereafter as possible, at its regular meeting on December 9, 2008, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. The proposed ordinance may be inspected by the public at the office of the Clerk of the Board of County Commissioners, Room 2204, Seminole County Services Building. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Persons are advised that, if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based.

For additional information regarding this notice contact Fran Sullivan, (407) 665-2906.

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.

Publish: November 21, 2008

Contact Person, Invoice and  
Proof of Publication to:

Fran Sullivan  
Seminole County Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779  
407-665-2906

AN ORDINANCE AMENDING PART 5, CHAPTER 245, SECTION 245.81(a), SEMINOLE COUNTY CODE, PERTAINING TO THE TOURIST DEVELOPMENT TAX, PROVIDING AN ADDITIONAL ONE PERCENT (1%) TAX ON MOTEL, HOTEL, ROOM RENTALS, AND CERTAIN OTHER SHORT-TERM LIVING ACCOMMODATION RENTALS; PROVIDING FOR TRANSMITTAL OF THE ORDINANCE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, provides for the levy of up to six percent (6%) Tourist Development Tax by counties meeting the statutory requirements for such levies; and

WHEREAS, a two percent (2%) Tourist Development Tax was imposed by Seminole County on January 1, 1989, as a result of a special referendum election held October 4, 1988, whereby a majority of the electors of Seminole County voting in the referendum election approved the imposition of such Tax; and

WHEREAS, an additional one percent (1%) Tax was imposed on October 23, 1992 by extraordinary vote of the Seminole County Board of County Commissioners; and

WHEREAS, pursuant to Section 125.0104(3)(l), Florida Statutes, an additional one percent (1%) Tax was imposed on November 18, 2008 by majority vote of the Seminole County Board of County Commissioners; and

WHEREAS, Section 125.0104(3)(n) authorizes the imposition of an additional one percent (1%) of each dollar above the Tourist Tax rate of four percent (4%) by an extraordinary

(majority vote plus one) vote of the Board of County Commissioners, provided that the County has previously imposed the one percent (1%) Tax as described in Section 125.0104(3)(1), Florida Statutes, and providing that the additional one percent (1%) is used for the following purposes only:

1. Pay the debt service on bonds issued to finance:
  - a. The construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a new professional sports franchise as defined in Section 288.1162.
  - b. The acquisition, construction, reconstruction, or renovation of a facility either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds for a retained spring training franchise.

2. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists; and

**WHEREAS,** Seminole County is presently without sufficient revenue to adequately fund promotion and advertising of tourism in Seminole County; and

**WHEREAS,** increased promotion and advertising of tourism in Seminole County will result in an increased number of tourists spending dollars in the County, boosting the local economy and providing a clear economic and community benefit at a time crucial to the citizens and taxpayers of Seminole County.

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

**Section 1. Section 245.81(a), Imposition of Tourist Development Tax,** is amended to read:

(a) There is hereby levied and imposed a county-wide Tourist Development Tax in Seminole County, Florida, at the rate of ~~four~~ five percent of each whole and major fraction of each dollar of the total consideration charged to every person who rents, leases, or lets for consideration any living quarters or accommodations in

any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, or condominium located within the jurisdictional boundaries of Seminole County for a term of six months or less, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt under Florida law. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary considerations.

**Section 2. Copy of Ordinance.** A certified copy of this Ordinance shall be sent by the Clerk of the Board of County Commissioners to the Department of Revenue, State of Florida, within ten (10) days after enactment.

**Section 3. Codification.** It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Seminole County Code and the word "ordinance" may be changed to "section", "article", or other appropriate word or phrase and the sections of this Ordinance may be renumbered or relettered to accomplish such intention; providing, however, that the Sections 2, 3, 4, and 5 shall not be codified.

**Section 4. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of

County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

**Section 8. Effective date.**

(a) The additional one percent (1%) tax imposed hereby shall be effective on February 1, 2009.

(b) This Ordinance shall take effect upon receipt of official acknowledgement by the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

**ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
BRENDA CAREY, Chairman

AEC/sjs  
9/29/08  
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## **COUNTY ATTORNEY'S OFFICE ORDINANCE ADOPTION GUIDELINES**

- (1) This office will retain the original until it is enacted by the Board of County Commissioners and it incorporates any changes the Board may have requested.
- (2) It is the responsibility of the Department to obtain the final document from our Office so that it may be submitted for execution.
- (3) A notice to advertise the proposed Ordinance is included and an electronic copy may be obtained from the County Attorney's Office for submission to the newspaper via e-mail.
- (4) The notice requires the following information to be complete:
  - (a) a date and time of the Public Hearing (scheduled by the Manager's Office);
  - (b) a contact person and telephone number for Ordinance information;
  - (c) a publish date;
  - (d) a name and telephone number of the Department's representative for the newspaper to contact for ad placement and billing.
  - (e) the notice must be e-mailed at least 5 days prior to publish date requested.
  - (f) The County Attorney's Office will complete and e-mail the notice to the Department if the information is provided.
- (5) According to County policy, the notice should be placed in the Orlando Sentinel.
- (6) The advertisement must be published at least ten (10) days prior to the hearing date.
- (7) A copy of the notice and a copy of the proposed Ordinance should be given to the Clerk's Commission Records Office prior to advertisement where it shall be kept available for public inspection during regular business hours, in accordance with Section 125.66(2), Florida Statutes.
- (8) The Ordinance and Public Hearing cover sheet must be submitted to the County Manager's office on the established turn-in day for agenda packets.
- (9) The certified copies of the Proof of Publication for submittal to the record must also be provided.
- (10) Insure that someone is at the public hearing to present the Ordinance to the Board of County Commissioners.

## NOTICE

NOTICE is hereby given that the Board of County Commissioners of Seminole County, Florida, intends to hold a public hearing to consider the enactment of an ordinance entitled:

**AN ORDINANCE AMENDING PART 5, CHAPTER 245, SECTION 245.81(a), SEMINOLE COUNTY CODE, PERTAINING TO THE TOURIST DEVELOPMENT TAX, PROVIDING AN ADDITIONAL ONE PERCENT (1%) TAX ON MOTEL, HOTEL, ROOM RENTALS, AND CERTAIN OTHER SHORT-TERM LIVING ACCOMMODATION RENTALS; PROVIDING FOR TRANSMITTAL OF THE ORDINANCE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.**

at 1:30 p.m. or as soon thereafter as possible, at its regular meeting on November 18, 2008, at the Seminole County Services Building, 1101 East First Street, Board of County Commissioners Chambers, Sanford, Florida. The proposed ordinance may be inspected by the public at the office of the Clerk of the Board of County Commissioners, Room 2204, Seminole County Services Building. Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Persons are advised that, if they decide to appeal any decision made at this hearing, 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 record includes the testimony and evidence upon which the appeal is to be based.

For additional information regarding this notice contact Fran Sullivan, (407) 665-2906.

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.

Publish:        October 31, 2008

Contact Person, Invoice and  
Proof of Publication to:

Fran Sullivan  
Seminole County Tourism Development  
1230 Douglas Avenue, Suite 116  
Longwood, Florida 32779  
407-665-2906



AN ORDINANCE AMENDING PART 5, CHAPTER 245, SECTION 245.81(a), SEMINOLE COUNTY CODE, PERTAINING TO THE TOURIST DEVELOPMENT TAX, PROVIDING AN ADDITIONAL ONE PERCENT (1%) TAX ON MOTEL, HOTEL, ROOM RENTALS, AND CERTAIN OTHER SHORT-TERM LIVING ACCOMMODATION RENTALS; PROVIDING FOR TRANSMITTAL OF THE ORDINANCE TO THE DEPARTMENT OF REVENUE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Section 125.0104, Florida Statutes, provides for the levy of up to six percent (6%) Tourist Development Tax by counties meeting the statutory requirements for such levies; and

WHEREAS, a two percent (2%) Tourist Development Tax was imposed by Seminole County on January 1, 1989, as a result of a special referendum election held October 4, 1988, whereby a majority of the electors of Seminole County voting in the referendum election approved the imposition of such Tax; and

WHEREAS, an additional one percent (1%) Tax was imposed on October 23, 1992 by extraordinary vote of the Seminole County Board of County Commissioners; and

WHEREAS, Section 125.0104(3)(1) authorizes the imposition of an additional one percent (1%) of each dollar above the Tourist Tax rate of three percent (3%) by a majority vote of the Board of County Commissioners, provided that the additional one percent (1%) is used for the following purposes only:

1. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a

professional sports franchise facility, or the acquisition, construction, reconstruction, or renovation of a retained spring training franchise facility, either publicly owned and operated, or publicly owned and operated by the owner of a professional sports franchise or other lessee with sufficient expertise or financial capability to operate such facility, and to pay the planning and design costs incurred prior to the issuance of such bonds.

2. Pay the debt service on bonds issued to finance the construction, reconstruction, or renovation of a convention center, and to pay the planning and design costs incurred prior to the issuance of such bonds.
3. Pay the operation and maintenance costs of a convention center for a period of up to ten (10) years. Only counties that have elected to levy the tax for the purposes authorized in subparagraph 2, may use the tax for the purposes enumerated in this subparagraph. Any county that elects to levy the tax for the purposed authorized in subparagraph 2, after July 1, 2000, may use the proceeds of the tax to pay the operation and maintenance costs of a convention center for the life of the bonds.

4. Promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists; and

**WHEREAS,** Seminole County is presently without sufficient revenue to adequately fund promotion and advertising of tourism in Seminole County; and

**WHEREAS,** increased promotion and advertising of tourism in Seminole County will result in an increased number of tourists spending dollars in the County, boosting the local economy and providing a clear economic and community benefit at a time crucial to the citizens and taxpayers of Seminole County.

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

**Section 1. Section 245.81(a), Imposition of Tourist Development Tax,** is amended to read:

(a) There is hereby levied and imposed a county-wide Tourist Development Tax in Seminole County, Florida, at the rate of ~~three~~ four percent of each whole and major fraction of each dollar of the total consideration charged to every person who rents, leases, or lets for consideration any living quarters or accommodations in

any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, rooming house, mobile home park, recreational vehicle park, or condominium located within the jurisdictional boundaries of Seminole County for a term of six months or less, unless such person rents, leases, or lets for consideration any living quarters or accommodations which are exempt under Florida law. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary considerations.

**Section 2. Copy of Ordinance.** A certified copy of this Ordinance shall be sent by the Clerk of the Board of County Commissioners to the Department of Revenue, State of Florida, within ten (10) days after enactment.

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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 8. Effective date.**

(a) The additional one percent (1%) tax imposed hereby shall be effective on January 1, 2009.

(b) This Ordinance shall take effect upon receipt of official acknowledgement by the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State.

**ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

\_\_\_\_\_  
BRENDA CAREY, Chairman

AEC/sjs  
9/29/08  
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## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas)

**DEPARTMENT:** Environmental Services

**DIVISION:** Business Office

**AUTHORIZED BY:** John Cirello

**CONTACT:** Becky Noggle

**EXT:** 2143

**MOTION/RECOMMENDATION:**

Approve the Release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas).

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 w/ Escrow Agreement (Check #1048) dated 3/05/2007 in the amount of \$3,500.00 for water and sewer which was accepted by Submission Memorandum into County Records for the project known as I-4 Industrial Park Lot 3 (Life Gas). This cash bond replaced the original Maintenance Agreement w/ LOC in March of 2007. Original Letter of Credit was dated 8/28/06.

**STAFF RECOMMENDATION:**

Staff recommends the Board to approve the release of the original Water and Sewer Cash Maintenance Bond w/ Escrow Agreement in the amount of \$3,500.00 for the project known as I-4 Industrial Park Lot 3 (Life Gas).

**ATTACHMENTS:**

1. Release request

<b>Additionally Reviewed By:</b> No additional reviews
---

Sanford I LLC and Sanford II LLC  
928 Manatee Way  
Hollywood Florida 33019

September 15<sup>TH</sup> 2008

Environmental Services Dept.  
Seminole County  
500 W Lake Blvd  
Sanford FL 32773  
Attn: Betty Nogle.

**Re: Cash Maintenance Bond w/ Escrow Agreement**  
**Project name: I-4 Industrial Park Lot 3 ( Life Gas)**  
**CK 1048 Amount \$3,500.00**  
**District #5**

This letter is a request for release of Maintenance Bond relating to the above project.

Sincerely

A handwritten signature in black ink, appearing to read 'Ian Silverman', with a horizontal line extending from the bottom of the signature.

Ian Silverman  
Sanford I LLC and Sanford II LLC



ENVIRONMENTAL SERVICES DEPARTMENT



August 18, 2008

Sanford I LLC & Sanford II LLC  
928 Manatee Way  
Hollywood, FL 33019

Re: Cash Maintenance Bond w/ Escrow Agreement

**Project Name: I4 Industrial Park Lot 3 (Life Gas)**  
**CK# 1048**  
**Amount: \$3,500.00**  
**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 **08/18/08** 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 **08/18/08**, the Seminole County Water and Sewer Inspector found no deficiencies. Therefore, the above mentioned Maintenance Bond may be released as required by the Land Development Code.

Please send request for release of Maintenance Bond on your letterhead to Becky Noggle, 500 W Lake Mary Blvd., Sanford, FL 32773. LOC/Bonds are to be released by the Board of County Commissioners through a Regular Board Session.

If you have any questions, please contact Becky Noggle @ 407-665-2143.

Sincerely,

Brent Keith  
Sr. Utilities Inspector

c: Project File

# WATER AND SEWER IMPROVEMENTS MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, between SANFORD I LLC & SANFORD II 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 water and sewer improvements, including, but not limited to, water and sewer lines and other appurtenances in that certain subdivision described as 275 HICKMAN DRIVE, as recorded in Plat Book 2, Page \_\_\_\_\_, Public Records of Seminole County, Florida, hereinafter referred to as the "Plat"; and 4TH SECTION, LOT 3, PAGES 34, 36, & 77.

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated JUNE 7TH, 2005, (as subsequently revised or amended on 0, 20  ) and filed with the COUNTY Department of Environmental Services; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from AUGUST 25TH, 2006; 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00).

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 water and sewer improvements into the COUNTY Utility 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) to guarantee that all water and sewer 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) 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 AUGUST 25TH, 2006, then this obligation shall be null and void, otherwise it shall remain in full force and effect.
5. The COUNTY Department of Environmental Services shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall correct said defect.
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 costs 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 failure of the PRINCIPAL to correct said defects.

TOTAL P.02

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof.

ATTEST:

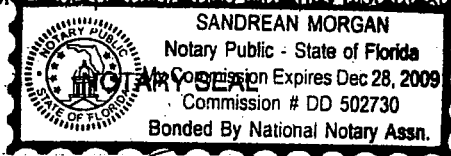
N/A

(CORPORATE SEAL)

By: 

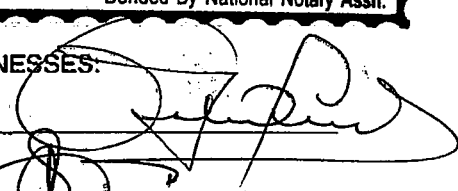
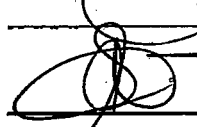
Date: 3/6/07

I HEREBY CERTIFY that, on this 06 day of MAY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared IAN SILVERMAN and HANNA SILVERMAN as President and Secretary, respectively, of SANFERTILCE SANFERTILCE, a L.L.C. organized under the laws of the State of Florida, who are personally known to me or who have produced FDL 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.

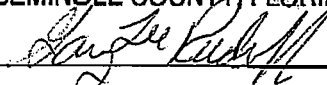


  
Notary Public Signature

WITNESSES:

DEPARTMENT OF PUBLIC WORKS  
UTILITIES DIVISION  
SEMINOLE COUNTY, FLORIDA

  
Utilities Manager

Date: 3/9/07

Within authority delegated by  
the County Manager pursuant to  
Resolution No. 97-R-68 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.

**WATER AND SEWER IMPROVEMENTS CASH MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned SANFORD I LLC & SANFORD II 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 THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500—), 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 SANFORD I LLC & SANFORD II LLC, 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 JUNE 14, 2005 including surveying, engineering, and land clearing, for 275 HICKMAN DRIVE 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 2/27/ 2007.

928 MANATEE WAY  
Address  
HOLLYWOOD, FL. 33019.

SANFORD I LLC & SANFORD II LLC.  
(PRINCIPAL)  
By: [Signature] (Signature)  
Its MANAGING PARTNERS. (Title)

[CORPORATE SEAL]

N/A



**ENVIRONMENTAL SERVICES**  
**Seminole County Water and Sewer**

Name SANFORD I LLC AND SANFORD II LLC  
Address 928 MANATEE WAY  
City HOLLYWOOD, FL 33019 Phone \_\_\_\_\_  
Subdivision I4 IND PK LOT A2 Account # \_\_\_\_\_  
LIFE GAS Cycle/Rt # \_\_\_\_\_  
Lot # \_\_\_\_\_ Street # \_\_\_\_\_ Project # \_\_\_\_\_

PLEASE PLACE THIS INTO ESCROW TO REPLACE  
ORIGINAL 2 YEAR MAINT AGREEMENT W/ LOC.

CASH MAINT BOND WILL  
EXPIRE ON 8/28/08.

**PAID:**

Miscellaneous	\$	<u>3,500.00</u>
Water	\$	_____
Sewer	\$	_____
Meter Set	\$	_____
Deposit	\$	_____
<b>TOTAL</b>	<b>\$</b>	<b><u>3,500.00</u></b>

*✓ #1048*

BY: B. NOGGLE *Bu* DATE: 3/5/07

**24 HOUR ADVANCED NOTICE REQUIRED BEFORE PICK UP.**

**Southeast Regional – Winter Park: (407) 665-2767**

**Greenwood – Lake Mary: (407) 321-0349**

**Operating Hours 8:00 am – 3:00 pm**

**UTILITY AGREEMENT/OFFICE USE ONLY**

BCC APPROVED \_\_\_\_\_

PLACED IN ESCROW X

WHITE/OFFICE

GREEN/FINANCE

CANARY/DEPOSIT

PINK/CONSUMER

GOLD/DEVELOPMENT FILE



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Emergency Management Preparedness Assistance (EMPA) Base 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 a grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$98,726.00 in funds through their EMPA Base Grant Program.

County-wide

Jennifer Bero, Alan Harris

**BACKGROUND:**

The Florida Division of Emergency Management provides funding through the EMPA Grant Program to assist local governments in supporting and enhancing emergency management operations. This non-matching grant is disbursed on an annual basis.

The FY 08/09 allocation to Seminole County is \$98,726.00. The grant is used to help fund Emergency Management intern positions and all operating expenditures for the Division of Emergency Management. The grant also allows the Division to comply with F.S. 252, which provides direction for emergency preparedness, response, recovery, and mitigation efforts.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management. A budget amendment request to allocate the funds is presented in the Budget Division consent section of this agenda.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$98,726.00 in funds through their EMPA Base Grant Program.

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☐ Budget Review ( Lisa Spriggs )

☐ County Attorney Review ( Arnold Schneider )

### **STATE and FEDERALLY-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and the Seminole County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment C.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin on **October 1, 2008** and shall end on **September 30, 2009**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement



is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

#### (6) AUDIT REQUIREMENTS

##### For Federal Funds:

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division 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 Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and chooses 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 funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
(program office)  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (submit the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> 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 send 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 Division at the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
**[also send an electronic copy to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**

and

Division of Emergency Management  
(program office)  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement 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 should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division 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,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

For State Funds:

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Department or the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

If the Recipient expends a total amount of State financial assistance equal to or more than \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement shows the State financial assistance awarded by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall include all sources of State financial assistance, including State funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(e), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website: <http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.

2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

**[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]**  
and

Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Division or the Department of Community Affairs pursuant to this Agreement shall be submitted on time as required under OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Division or the Department of Community Affairs for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) If the audit shows that all or any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Division no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division or the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division or the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

#### (12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.



(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Wendy Stewart  
2555 Shumard Oak Blvd.  
Tallahassee, Florida 32399-2100  
Telephone: 850-922-7447  
Fax: 850-488-7842  
Email: wendy.stewart@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Alan Harris  
Seminole County Government  
1101 East First Street  
Sanford, FL 32771  
Telephone: (407) 665-5017  
Fax: (407) 665-5039  
Email: aharris@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 provided as outlined in (13)(a) above.

(14) SUBCONTRACTS

**If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient.** The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all

claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority vendor, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A and A-I – Scope of Work

Attachment B – Budget

Attachment C – Program Statutes, Regulations and Program Requirements

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed \$98,726, subject to the availability of funds.

(b) By its execution of this Agreement, the Recipient also authorizes the Division to pay on its behalf \$2,847 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$101,573.

(c) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. If an advance payment is requested below, the budget data on which the request is based and a justification statement shall be included in this Agreement as

Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds.

      No       advance payment is requested

(d) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A and B of this Agreement.

**If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (20)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.**

The amount of funds available pursuant to this rule chapter (Rule Chapter 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after **October 31, 2009**, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

**At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.**

**Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.**

All payments relating to the Agreement shall be mailed to the following address:

Seminole County Government  
County Finance Department  
1101 East First Street  
Sanford, FL 32771

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Department of Community Affairs", and mailed directly to the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

**In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.**

**(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.**

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat. ) with respect to the meetings of the Recipient's governing board or the meetings of

any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(21) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE**

**OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

**(22) LEGAL AUTHORIZATION.**

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.



(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**RECIPIENT:**

**SEMINOLE COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**ATTEST:**

By: \_\_\_\_\_

Name and title: Brenda Carey, Chairman

Date: \_\_\_\_\_

FID# 59-6000856

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

Approved as to form and legality:

\_\_\_\_\_  
County Attorney

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANGEMENT**

By: \_\_\_\_\_

Name and Title: W. Craig Fugate, Director, Division of Emergency Management

Date: \_\_\_\_\_

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal Agency: U.S. DHS/FEMA  
(Department of Homeland Security/Federal Emergency Management Agency)  
Catalog of Federal Domestic Assistance title and number: EMPG/97.042  
(Emergency Management Performance Grant)  
Award amount: (Federal funds will be awarded at a later date)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

**Not applicable at this time. Federal funds will be awarded at a later date within this contract year.**

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE  
FOLLOWING: SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

***State Project (list State awarding agency, Catalog of State Financial Assistance title and number)***

**State Awarding Agency: Division of Emergency Management**

**Catalog of State Financial Assistance Title: Emergency Management Programs**

**Catalog of State Financial Assistance Number: 52008**

**State Financial Assistance: \$101,573 (less \$2,847 for satellite service for 12 months)**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS  
AGREEMENT ARE AS FOLLOWS:**

**Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative  
Code.**

Eligible activities for these funds are salaries and expenses relating to maintaining and enhancing county  
emergency management plans and programs.

Eligible recipients for these funds are the 67 Florida counties.

## **Attachment A and A-1**

### **Scope of Work**

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment A-1. Subsequent revisions during the term of this Agreement shall be a written modification in accordance with Paragraph (4) of this Agreement.

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	I
Title:	COORDINATION, COMMUNICATIONS AND COLLABORATION
Deliverable:	<p>A. The County will attend the following events:</p> <ul style="list-style-type: none"> <li>- Quarterly Regional Coordinator Meetings</li> <li>- Current Issues in Emergency Management (CIEM)</li> <li>- Regional Domestic Security Task Force (RDSTF) Meetings held in the region</li> <li>- Governor's Hurricane Conference</li> <li>- FEPA Conference</li> <li>- FEPA Mid-Year Workshop</li> </ul> <p>*The County will receive credit as being in attendance by conference calls, video conferencing, GoTo Meetings or Webinars when that occurs.</p> <p>*County personnel attending the above events must ensure they sign in on the appropriate attendance logs.</p> <p>B. The County will update and submit changes to the County Contact Form as they occur.</p> <p>C. The County will hold at least one (1) Emergency Operations Center (EOC) concept of operations meeting to include Emergency Support Function (ESF), Emergency Coordinating Officer (ECO) and community partners.</p> <p>D. The County will hold at least one (1) recovery strategy meeting to include appropriate Emergency Support Function (ESF), Emergency Coordinating Officer (ECO), Non Governmental Partner (NGO) and community partners.</p>
Deadline:	June 30, 2009
Bureau:	Director's Office
Unit:	Regional Coordination Team
Point of Contact:	Roy Dunn
Submit to:	Attendance and completion of each event in A through D will be documented/entered in EM Constellation, under the information tab: EMPA-EMPG SOW deliverable database & by notification to assigned Regional Coordinator
Phone:	850-922-4442
Email:	Roy.Dunn@EM.MyFlorida.com
EMAP Standard:	3.3 Advisory Committee (3.3.1, 3.3.2)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	2
Title:	NATIONAL WEATHER SERVICE ALERT MONITORING, RECEPTION, AND DISSEMINATION
Overview:	To ensure that each county emergency management agency and designated county warning point can independently monitor local weather conditions in addition to receiving and disseminating National Weather Service alerts to local government and the public, the following criteria in this deliverable must be met annually by each county emergency management agency:
Deliverable:	<p>The County will maintain a link with their respective National Weather Service Forecast Office (WFO) to receive and relay real time weather information to support warning decisions.</p> <p>A. The County will demonstrate at least three (3) separate operational means to receive WFO information and alert reception.</p> <p>B. The County will demonstrate at least two (2) separate operational means for these alerts to be disseminated to local government and the public.</p> <p>C. The County will demonstrate redundant capabilities to monitor local weather conditions to guard against communication infrastructure failures.</p> <p>*StormReady designation from the National Weather Service WFO will waive the deliverable requirements.</p>
Deadline:	January 1, 2009
Bureau:	Director's Office
Unit:	Meteorology
Point of Contact:	Ben Nelson
Submit to:	Listing of the capabilities in A through C above or Storm Ready certification documentation must be entered into EM Constellation: EMPA-EMPG SOW deliverable database & notification to Ben Nelson's email address with cc: assigned Regional Coordinator
Phone:	850-413-9885
Email:	<a href="mailto:Ben.Nelson@EM.MyFlorida.com">Ben.Nelson@EM.MyFlorida.com</a>
Reference web links:	Possible operational means for WFO information and alert reception, dissemination, and local weather monitoring to satisfy the criteria for this deliverable can be found at the National Weather Service's StormReady website at <a href="http://www.StormReady.noaa.gov">www.StormReady.noaa.gov</a> .
Is this requirement in any Florida statutes or rules? If yes, please list:	Florida Statutes Chapter 252.35 (2)(a)(6): Establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions.
EMAP Standard:	4.10 Communications and Warning (4.10.1, 4.10.3, 4.10.5)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	3
Title:	COMPREHENSIVE EMERGENCY MANGEMENT PLAN REVIEW (NOTE: This deliverable applies only to counties that will have their CEMP reviewed by FDEM during the contract period)
Deliverable:	A. The County will complete a Comprehensive Emergency Management Plan (CEMP) review with FDEM to demonstrate compliance with criteria and satisfy the requirements of the capability assessment per Rule 9G-6 of the Florida Administrative Code.
Deadline:	June 30, 2009
Bureau:	Preparedness
Unit:	Natural Hazards
Point of Contact:	Lee Mayfield
Submit to:	Submit a letter on county letterhead summarizing where the county is in the review process or a copy of the review completion letter to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Lee Mayfield's email address with cc: assigned Regional Coordinator
Phone:	850-921-8606
Email:	<a href="mailto:Lee.Mayfield@EM.MyFlorida.com">Lee.Mayfield@EM.MyFlorida.com</a>
Reference web links:	<a href="http://www.floridadisaster.org/Preparedness/NaturalHazards/Index.htm">www.floridadisaster.org/Preparedness/NaturalHazards/Index.htm</a> <a href="https://www.flrules.org/gateway/ChapterHome.asp?Chapter=9G-6">https://www.flrules.org/gateway/ChapterHome.asp?Chapter=9G-6</a>
EMAP Standard:	3.1 Program Administration, Plans & Evaluations (3.1.2)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	4
Title:	EXERCISES
Deliverable:	<p>Maintain a comprehensive, all hazards exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) to evaluate and test all aspects of the local emergency management system including activation of the county EOC. These documents are required to be submitted:</p> <p>A. Submit an After Action Report (AAR) and Improvement Plan within 30 days for all exercises or actual events for which the county EOC was activated.</p> <p>B. Participate as an impacted or host county in at least one full day of the annual Statewide Hurricane Exercise in which the submission of one Incident Action Plan (IAP), one Situation Report, a roster of participants, and participation in at least one telephone conference call is required. The Emergency Management Director shall determine extent of play necessary for the jurisdiction.</p> <p>C. The County shall conduct at least one Continuity of Operations Plan (COOP) exercise (an actual incident may be substituted). This exercise may be a tabletop, functional, full-scale exercise and may be conducted as part of the annual Statewide Hurricane Exercise or an RDSTF scheduled exercise. Within 30 days of the exercise or incident, the county will submit an After Action Report (AAR) and Improvement Plan.</p>
Deadline:	30 days after exercise or incident
Bureau:	Preparedness
Unit:	Training and Exercises
Point of Contact:	Rudy Ferguson
Submit to:	Document and submit completion of all requirements of A through C to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Rudy Ferguson's email address with cc: assigned Regional Coordinator
Phone:	850-413-9899
Email:	Rudy.ferguson@EM.MyFlorida.com
Reference web links:	<a href="http://www.floridadisaster.org/Preparedness/TrainingandExercise/index.htm">http://www.floridadisaster.org/Preparedness/TrainingandExercise/index.htm</a>
EMAP	<p>4.6 Planning (4.6.5, 4.6.6)</p> <p>Incident Management 4.7 (4.7.3)</p> <p>4.12 Facilities (4.12.2)</p> <p>4.14 Exercises, Evaluations and Corrective Actions (4.14.1, 4.14.2)</p>

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	5
Title:	GEOGRAPHICAL INFORMATION
Deliverable:	<p>A. The County shall develop, maintain, update and submit mapping and spatial data to the Florida Division of Emergency Management (FDEM). This shall include:</p> <ul style="list-style-type: none"> <li>- County shelter data utilized by the State Emergency Support Function (ESF) 6.</li> <li>- All fire rescue and emergency service stations.</li> <li>- Disaster Recovery Center (DRC) sites.</li> <li>- Other critical facilities as defined in GIS Template</li> </ul> <p>*This template will be forwarded with the executed contract and the reporting forms.</p>
Deadline:	January 31, 2009
Bureau:	Preparedness
Unit:	Information Management
Point of Contact:	Richard Butgereit
Submit template to:	Submit to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Richard Butgereit's email address with cc: assigned Regional Coordinator
Phone:	850-413-9907
Email:	Richard. <a href="mailto:Butgereit@EM.MyFlorida.com">Butgereit@EM.MyFlorida.com</a>
Reference web links:	<a href="http://www.floridadisaster.org/GIS/Index.asp">http://www.floridadisaster.org/GIS/Index.asp</a>
EMAP	<p>4.3 Hazard Identification, Risk Assessment and Consequence Analysis (4.3.1)</p> <p>4.5 Prevention and Security (4.5.1, 4.5.2, 4.5.3)</p> <p>4.6 Planning (4.6.3)</p> <p>4.12 Facilities (4.12.1)</p>



2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	6
Title:	PET FRIENDLY SHELTERS
Deliverable:	A. The County will hold at least one (1) "Pet Friendly Shelter Working Group" meeting to include, but not limited to local Humane Society, local pet and animal advocates, and Emergency Support Function 17 and community partners and submit meeting results and a strategy/plan from the working group if developed.
Deadline:	June 30, 2009
Bureau:	Preparedness
Unit:	Natural Hazards
Point of Contact:	Ashley Davis
Submit to:	Submit meeting attendance, minutes and plans/strategies to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Ashley Davis' email address with cc: assigned Regional Coordinator
Phone:	850-413-9893
Email:	Ashley.Davis@EM.MyFlorida.com
EMAP Standards:	3.3 Advisory Committees (3.3.1) 4.3 Hazard Identification, Risk Assessment and Consequence Analysis (4.3.2)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	7
Title:	LOGISTICS
Deliverable:	Submit an updated county logistics strategy/plan that is consistent with guidance found in the County Logistics and POD SOG (CEMP 2355), The strategy/plan shall also include, but not be limited to the following:  A. A County Government Emergency Fuel Strategy.  B. Logistical Staging Area Site Survey Forms.  C. County POD Site Survey Profile forms.
Deadline:	May 31, 2009
Bureau:	Response
Unit:	Logistics
Point of Contact:	Chuck Hagan
Submit to:	Submit updated plan to EM Constellation: EMPA-EMPG SOW deliverable database & notification to Chuck Hagan's email address with cc: assigned Regional Coordinator
Phone:	850-410-1263
Email:	Charles.Hagan@EM.MyFlorida.com
Reference web links:	<a href="http://www.FloridaDisaster.org/bpr/Response/ClandLOG.htm">www.FloridaDisaster.org/bpr/Response/ClandLOG.htm</a> <a href="http://www.floridadisaster.org/Response/Logistics/Index.htm">www.floridadisaster.org/Response/Logistics/Index.htm</a> <a href="http://www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf">www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf</a> .
EMAP Standards:	4.8 Resource Management & Logistics (4.8.1, 4.8.4)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	8
Title:	NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE
Overview:	The County shall maintain National Incident Management System (NIMS) compliance as required by U.S. Department of Homeland Security (DHS) under Homeland Security Directive 5 (HSPD-5) and be consistent with the National Response Framework, Homeland Security Directive 8 (HSPD-8).
Deliverable:	A. County will be considered NIMS compliant based on completion of the self-assessment of the county emergency management program using the National Incident Management System crosswalk on the National Management Compliance Assurance Support Tool (NIMCAST).
Deadline:	Self-assessment: June 30, 2009
Bureau:	Response
Unit:	EM Constellation: EMPA-EMPG SOW deliverable database & notification to Morgan Franklin's email address with cc: assigned Regional Coordinator
Point of Contact:	Larry White
Submit to:	The county will make an entry into the EM Constellation database under the information tab after completion of the Rollup. Larry White will review via NIMSCAST roll-up
Phone:	850-413-9973
Email:	Larry.White@EM.MyFlorida.com
Reference web links:	NIMCAST website: <a href="http://www.fema.gov/nimscast/index.jsp">http://www.fema.gov/nimscast/index.jsp</a>
EMAP Standard	4.7 Incident Management (4.7.1)

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	9
Title:	Shelters
Deliverable:	<p>All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, 2009 (reports required in each item below even if no change has occurred):</p> <ul style="list-style-type: none"> <li>A. Submit identified potential hurricane shelter retrofit projects or report that there are no new identified projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.)</li> <li>B. Submit all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s) or report that there are no projects to the FDEM Infrastructure Section,</li> <li>C. Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2009, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided.</li> <li>D. Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2009). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 1.c. above. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></li> <li>E. Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include “as-is” retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</li> <li>F. Provide a brief report on results of the year’s coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. <a href="http://www.FloridaDisaster.org/bpr/response/engineers/library.htm">www.FloridaDisaster.org/bpr/response/engineers/library.htm</a></li> </ul> <p>The template to provide this information will be made available from FDEM</p>
Deadline:	June 1, 2009
Bureau:	Response
Unit:	Infrastructure
Point of Contact:	Danny Kilcollins
Submit to:	Submit information required in A through F in EM Constellation: EMPA-EMPG SOW deliverable database & notification to Danny Kilcollins’ email address and cc: assigned Regional Coordinator
Phone:	850-413-9859
Email:	<a href="mailto:Danny.Kilcollins@EM.MyFlorida.com">Danny.Kilcollins@EM.MyFlorida.com</a>
EMAP Standards:	<p>4.4 Hazard Mitigation (4.4.1, 4.4.3)</p> <p>4.6 Planning (4.6.3, 4.6.4)</p> <p>4.12 Facilities (4.12.1)</p>

2008-2009 County Base Grant (EMPA/EMPG)  
Scope of Work

Deliverable #	10
Title:	DEBRIS MANAGEMENT
Deliverable:	A. The County shall submit an updated debris management strategy or plan.
Deadline:	June 1, 2009
Bureau:	Recovery
Unit:	Public Assistance
Point of Contact:	Phil Worley
Submit to:	Document completion of this deliverable in EM Constellation (also document if the plan is current and requires no changes): EMPA-EMPG SOW deliverable database & notification to Phil Worley's email address with cc: assigned Regional Coordinator. Submit the plan to Phil Worley for review.
Phone:	850-922-5914
Email:	Phillip.Worley@EM.MyFlorida.com
EMAP Standard:	4.6 Planning (4.6.1, 4.6.3, 4.6.4)
Deliverable #	11
Title:	MITIGATION
Deliverable:	A. The County will hold at least one (1) Local Mitigation Strategy Working Group meeting and maintain copies of the meeting agenda, minutes and attendance list.
Deadline:	June 1, 2009
Bureau:	Mitigation
Unit:	
Point of Contact:	Donald Kunish
Submit to:	Document meetings and submit minutes and agenda in EM Constellation: EMPA-EMPG SOW deliverable database & notification to Donald Kunish's email address with cc: Regional Coordinator
Phone:	850-413-9021
Email:	Donald.Kunish@EM.MyFlorida.com
Reference web links:	Local Mitigation Planning: <a href="http://www.FloridaDisaster.org/brm/lms.htm">www.FloridaDisaster.org/brm/lms.htm</a>
EMAP Standards:	3.1 Program Administration Plans, and Evaluations (3.1.2) 3.3 Advisory Committee (3.3.1, 3.3.2) 4.4 Hazard Mitigation (4.4.3).

**Attachment B**

**Budget**

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

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<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>13,641.00</u>
Other Personal Services	\$ <u>5,000.00</u>
Expenses	\$ <u>80,085.00</u>
Operating Capital Outlay	\$ <u></u>
Fixed Capital Outlay	\$ <u></u>
<b>Total State Funds</b>	<b>\$ <u>98,726.00</u></b>
<b>(see section 17 – Funding/Consideration)</b>	

**Attachment C**  
**Program Statutes, Regulations and Program Requirements**

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Warning Point (SWP) (850) 413-9910.
- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, trouble-shooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.

- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.
- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not,



directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

- G. To comply with these provisions until the termination of the HNS Agreements.
- H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
  - 1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.
  - 2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
  - 3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U.S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U. S. Department of Homeland

Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

#### 6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

- (d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

**Attachment D**  
**Reports**

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out report, all in a format to be provided by the Division.
- B. **Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.**
- C. **The final close-out report is due thirty days after termination of this Agreement.**
- D. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division electronically no later than December 31, 2008. In addition, the funds associated with the 2007 EMPG Supplemental and the additional 2008 EMPG funds must be included on this form. The Historical Information form must be prepared and signed by an official of the County's Finance Office.
- E. In a format provided by the Division, a proposed staffing summary shall be submitted to the Division not later than December 31, 2008.
- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.
- G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.

- H. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

## Attachment E

### JUSTIFICATION OF ADVANCE PAYMENT

#### RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

☒ **NO ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

☐ **ADVANCE REQUESTED**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

#### ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 2006	(B) FFY 2007	(C) FFY 2008	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES <sup>1</sup>				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

<sup>1</sup> First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

#### MAXIMUM ADVANCE ALLOWED CALCULATION:

$$\begin{array}{ccccccc}
 \underline{\hspace{2cm}} & \times & \$ & \underline{\hspace{2cm}} & = & \underline{\hspace{2cm}} \\
 \text{Cell D3} & & & \text{DEM Award} & & \text{MAXIMUM ADVANCE} \\
 & & & \text{(Do not include any match)} & & 
 \end{array}$$

**REQUEST FOR WAIVER OF CALCULATED MAXIMUM**

- [ ] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.
- [ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.
- Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

**ESTIMATED EXPENSES**

<b>BUDGET CATEGORY</b>	<b>200____-200____ Anticipated Expenditures for First Three Months of Contract</b>
<b>ADMINISTRATIVE COSTS</b> (Include Secondary Administration.)	
<b>PROGRAM EXPENSES</b>	
<b>TOTAL EXPENSES</b>	

**Explanation of Circumstances:**



**Attachment F**  
**Warranties and Representations**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill

in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from \_\_\_\_\_

\_\_\_\_\_

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

**Attachment G**

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, \_\_\_\_\_, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Attachment H**  
**Statement of Assurances**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** BAR #09-03 - \$21,507 - Public Safety - Public Safety Grants 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) #09-03 through the Public Safety Grants Fund in the amount of \$21,507.00 to increase funding for the Emergency Management Performance Grant program.

County-wide

Lin Polk

**BACKGROUND:**

The annual contract for the Emergency Management Performance Grant (Base grant) has been received in the amount of \$101,573. The State withholds \$2,847 for the recurring charges for the satellite communications service leaving a reimbursable amount of \$98,726. Previous communication with the State advised that the grant would be adjusted to the State's fiscal year therefore a prorated award in the amount of \$77,219 was included in Public Safety's FY2008/09 budget. Receipt of the award has the period of the agreement from October 1, 2008 through September 30, 2009 the County's fiscal year, abandoning the State's fiscal year change. This BAR allocates the balance of the award in the amount of \$21,507.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-03 through the Public Safety Grants Fund in the amount of \$21,507.00 to increase funding for the Emergency Management Performance Grant program.

**ATTACHMENTS:**

1. Budget Amendment Request

<b>Additionally Reviewed By:</b> No additional reviews
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2008-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): Emergency Management

PURPOSE: To allocate contract #09-BG-03-09-68-01 for the State portion of the Emergency Management Performance Grant in the amount of \$101,573 less \$2847 for recurring satellite communication service for a total of \$98,726. \$77,219 was included in FY2008/09 budget, this BAR allocates the balance of the award.

**FS Recommendation**

B Segal 9/29/08\_  
 Analyst Date

Budget Manager Date

Director Date

09-03  
 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
11908.334230		Public Safety Grants	21,507
<b>Total Sources</b>			<b>\$ 21,507</b>

**Uses:**

Account Number	Project #	Account Title	Amount
11908.055608.530499		Charges/Obligations Contingency	21,507
<b>Total Uses</b>			<b>\$ 21,507</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Brenda Carey  
 Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by County Finance Department

Date: \_\_\_\_\_



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** BAR #09-04 - \$1,250,000 - Environmental Services - Water & Sewer Bonds, Series 2006

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Lin Polk

**EXT:** 7177

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-04 (FY 2008/09) through the Water & Sewer Bonds, Series 2006 fund in the amount of \$1,250,000.00 in order to create and fund CIP 00283001W (Aloma Ave./SR 436-Red Bug Road Flyover Force Main Relocation) project.

County-wide

Lin Polk

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**BACKGROUND:**

Seminole County is a member of the South Seminole & North Orange County Wastewater Transmission Authority, the "Authority", and is required to pay its proportionate share of costs for capital improvements. The County's share of costs for the next segment of the Authority's Capital Improvement Project is \$1,250,000. The project consists of replacing a 5,800 L.F. of 36-inch diameter ductile iron force main with a new 36-inch diameter PVC/HDPE force main. The project limits are from Old Howell Branch Road east on Aloma Avenue to a point approximately 500 L.F. west of the Tuskawilla Road intersection. Also in SR 436-Red Bug Road Flyover Force Main Relocation - Project is the relocation (new construction) of 3,000 L.F. of 12-inch diameter force main and 2,000 L.F. of 16-inch diameter force main as required by the construction of SR436-Red Bug Road Flyover.

The Authority is funding the next segment of capital improvements through a secured line of credit and pursuant to section 8 of the Amended and Restated Interlocal Agreement is required to give notice of any debt incurred at least 90 days prior to the date of debt issuance. The Authority anticipates obtaining the Line of Credit on or after October 29, 2008. The net assessments of the Members as set forth in the Interlocal Agreement and its current funding formulas are not anticipated to increase by incurring this debt.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #09-04 (FY 2008/09) through the Water & Sewer Bonds, Series 2006 fund in the amount of \$1,250,000.00 in order to create and fund CIP 00283001W (Aloma Ave./SR 436-Red Bug Road Flyover Force Main Relocation) project.

**ATTACHMENTS:**

1. BAR #09-04

<b>Additionally Reviewed By:</b> No additional reviews
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2008-R-

**BUDGET AMENDMENT REQUEST**

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department: Environmental Services

Fund(s): Water &amp; Sewer Bonds, Series 2006

PURPOSE: Create and fund CIP #00283001 (Aloma Ave/SR  
436-Red Bug Road Flyover Force Main Relocation).

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

**FS Recommendation**

Analyst \_\_\_\_\_ Date \_\_\_\_\_

Budget Manager \_\_\_\_\_ Date \_\_\_\_\_

Director \_\_\_\_\_ Date \_\_\_\_\_

09-04

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
40105.999915.599994		Reserves	1,250,000
<b>Total Sources</b>			<b>\$1,250,000</b>

**Uses:**

Account Number	Project #	Account Title	Amount
40105.087817.560650	00283001	Construction in Progress	1,250,000
<b>Total Uses</b>			<b>\$ 1,250,000</b>

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
Maryanne Morse, Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Brenda Carey, Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by County Finance Department

Date: \_\_\_\_\_



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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Satisfaction of Lien - Lake Myrtle Restoration MSBU

**DEPARTMENT:** Fiscal Services

**DIVISION:** MSBU

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Carol Watral

**EXT:** 7164

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the Lake Myrtle Restoration MSBU assessment has been received in full.

**OWNER LEGAL DESCRIPTION**

HILLIS JENIFER M LEG LOT 19 MYRTLE LAKE HILLS PB 13 PG 9

PID 25-20-29-501-0000-0190

1041 TWIN LAKES RD LONGWOOD FL 32750

District 4 Carlton D. Henley

Kathy Moore

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**BACKGROUND:**

The Lake Myrtle Restoration MSBU was established via Ordinance 2007-33 on September 25, 2007; the final assessments were approved by Resolution 2008-R-200 on August 12, 2008. The MSBU Program has prepared the Satisfaction of Lien documents for the property listed below based on receipt and clearance of full payment of the assessment amount.

**OWNER**

**LEGAL DESCRIPTION**

HILLIS JENIFER M

LEG LOT 19 MYRTLE LAKE HILLS PB 13 PG 9

PID 25-20-29-501-0000-0190

1041 TWIN LAKES RD LONGWOOD FL 32750

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Satisfaction of Lien for the following property for which the Lake Myrtle Restoration MSBU assessment has been received in full:

PID 25-20-29-501-0000-0190

Owner: HILLIS JENIFER M

**ATTACHMENTS:**

1. Agreement

**Additionally Reviewed By:**

☐ County Attorney Review ( Ann Colby )



# SATISFACTION OF LIEN

FOR

Lake Myrtle Restoration MSBU

MUNICIPAL SERVICE BENEFIT UNIT

Space reserved for use by  
Clerk of the Court.

STATE OF FLORIDA                     )  
  )  
COUNTY OF SEMINOLE            )    ss

**WHEREAS**, the Board of County Commissioners of Seminole County, Florida, established the Lake Myrtle Restoration MSBU Satisfaction of Lien Municipal Service Benefit Unit by Ordinance No. 2007-33; and

**WHEREAS**, preliminary special assessments were assigned in Ordinance No. 2007-33; and

**WHEREAS**, final special assessments were assigned in Resolution No. 2008-200; and

**WHEREAS**, said special assessments on certain property described in the above Ordinance have now been paid in full and a Satisfaction of Lien is desired,

**NOW, THEREFORE**, know all men by these presents that, Seminole County, a political subdivision of the State of Florida, for and in consideration of the payment in full of the special assessment due for the wall reconstruction specially benefiting the following described property in the Lake Myrtle Restoration Municipal Service Benefit Unit, the receipt of which is hereby acknowledged, Seminole County hereby releases and discharges the following described property from the lien recorded in Official Records Book 8854 Pages 306 through 319 Public Records of Seminole County, Florida, and hereby declares said lien fully satisfied:

## OWNER

HILLIS JENIFER M  
1051 VISTA RD  
LONGWOOD FL 32750

## LEGAL DESCRIPTION

LEG LOT 19 MYRTLE LAKE HILLS PB 13 PG 9  
25-20-29-501-0000-0190  
1041 TWIN LAKES RD LONGWOOD FL 32750

**WITNESS** my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Brenda Carey, Chairman

STATE OF FLORIDA                     )  
  )  
COUNTY OF SEMINOLE            )    ss

**THE** foregoing Satisfaction of Lien was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by Brenda Carey, Chairman, Seminole County Board of County Commissioners, who is personally known to me.

**WITNESS** my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the County  
and State Aforementioned

My Commission Expires:

This instrument prepared by:  
MSBU Program  
Department of Fiscal Services  
1101 East First Street  
Sanford, Florida 32771



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Naming of the Crockett Property as "Lake Harney Wilderness Area"

**DEPARTMENT:** Leisure Services

**DIVISION:** Streetscapes and Trails

**AUTHORIZED BY:** Joe Abel

**CONTACT:** Jim Duby

**EXT:** 2001

**MOTION/RECOMMENDATION:**

Approve the naming of the County's Natural Land property presently known as the Crockett property as "Lake Harney Wilderness Area".

District 2 Michael McLean  
District 5 Brenda Carey

Jim Duby

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**BACKGROUND:**

In 2005 Seminole County purchased approximately 110 acres on the northwest shore of Lake Harney and the St. Johns River. The property was purchased from Mr. Daniel Crockett whom purchased it from the Landsing family. The site was also used as a fish camp at one time. Therefore, the site has been known by several names including, Osceola Fish Camp, Landsing Ranch and Crockett property. Per Section 28 part 28.20 Parks/Trails Naming Procedures of the Seminole County Administrative Code and in an effort to clear up any confusion, staff has submitted an official application (attached) to name the property "Lake Harney Wilderness Area". This proposal received approval from the Geneva Citizen's Association and was approved unanimously by the Leisure Service Advisory Committee at their meeting of August 24, 2008.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the naming of the County's Natural Land area presently known as the Crockett Property as "Lake Harney Wilderness Area".

**ATTACHMENTS:**

1. Naming application pg. 1
2. Naming application pg. 2
3. Letter of support
4. LSAC Minutes

**Additionally Reviewed By:**

☐ County Attorney Review ( Arnold Schneider )

**ATTACHMENT "A"**

**PROPOSAL FOR THE NAMING OF A SEMINOLE COUNTY PARK OR RELATED FACILITY**

*This form is to be completed and submitted to the Seminole County Library & Leisure Services Department for consideration of a potential name for a park site, amenity, or facility. Final authority for the naming of a park site, amenity, or facility rests with the County Chairman and the Board of County Commissioners.*

1. Individual Submitting: Jim Duby  
 Group/Organization: County Staff  
 Address: 4385 N. County Rd. 426  
 City, State, Zip Code: Geneva Fl. 32732  
 Phone Number: (904) 349-0769  
 E-Mail: jduby@seminolecountyfl.gov
2. Site Location: Northeast Seminole County/Northwest shore of Lake Harney  
 Amenity/Facility Location: 2395 Osceola Fish Camp Rd.  
 Current Name (if applicable): Crockett / Electrical Workers properties
3. Proposed Name of Site/Amenity/Facility: Lake Harney Wilderness Area  
 \_\_\_\_\_  
 \_\_\_\_\_
4. Reasons for recommendation of proposed name. Include information regarding civic involvement of honoree, historical context of honoree in Seminole County community and related information. (Copies of documentation supporting this information may be attached to this document for consideration).  
Name to maintain consistency with other properties  
in the Natural Lands Program.  
Name also identifies location on Lake Harney.  
 \_\_\_\_\_  
 \_\_\_\_\_



5. Additional information/comments to be reviewed as part of this proposal.


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\_\_\_\_\_  
Signature of Submitter

  
\_\_\_\_\_  
Date of Submission

**Raub, Amy**

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**From:** rtcreedon@netzero.net  
**Sent:** Monday, May 12, 2008 4:39 PM  
**To:** Raub, Amy  
**Cc:** genevafi@aol.com  
**Subject:** RE: Proposal for Naming of Facility of Seminole County Park

Amy,  
 I think we're all pretty much on the same page. Since Mal & Mary Jo(our Geneva history gurus) didn't think that the historical names(King Philip or Cook's Ferry) would mean anything to most visitors, Lake Harney Wilderness area gets my vote on behalf of the Geneva Citizens Association. Since that is already your suggestion, we will not need to fill out an attachment "A" to suggest another name. I agree that "Island of Geneva" could be confused with the already existing "Geneva Wilderness Area".  
 Richard

-- "Raub, Amy" <ARaub@seminolecountyfl.gov> wrote:  
 Richard, if you agree with Mal and Mary Jo, then we will submit this name with your blessing and let the commissioners decide.

Thanks for the quick turn around.

~~~~~  
 Amy Raub, Program Coordinator  
 Seminole County Natural Lands Program  
 3485 NCR 426  
 Geneva, Florida 32732  
 office - 407-349-0959  
 cell - 321-363-7978  
 fax - 407-349-9551  
[www.seminolecountyfl.gov/natland](http://www.seminolecountyfl.gov/natland)

"One touch of nature makes the whole world kin." -William Shakespeare

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**From:** GenevaFL@aol.com [mailto:GenevaFL@aol.com]  
**Sent:** Monday, May 12, 2008 1:14 PM  
**To:** Raub, Amy; rtcreedon@netzero.net  
**Subject:** Re: Proposal for Naming of Facility of Seminole County Park

6/30/2008

## ATTENDANCE:

### Board Members:

|                  |                   |
|------------------|-------------------|
| Tom Boyko        | Ross Pagano       |
| Lisa Giltner     | Patricia Walden   |
| Judy Putz        | Ben Tucker        |
| Michael Martin   | Mike Williams     |
| Barbara Whittier | Michelle Thatcher |
| Grant Maloy      |                   |

### Staff:

Julia Thompson, Parks & Recreation Manager  
Jim Duby, Program Manager  
Kathi Clifford, Administrative Assistant

## LOCATION:

Seminole County Softball Complex  
264 W. North Street  
Altamonte Springs, FL 32714

## TIME:

Ben Tucker, called the meeting to order at 6:30 p.m. There is **a quorum** in attendance.

The Pledge of Allegiance.

**New member**, Patricia Walden, was introduced and everyone introduced themselves to her.

Ben Tucker asked if there are any additions, corrections or deletions to the June meeting minutes. There were none. Mr. Tucker announced the **minutes stand approved** as circulated.

## OLD BUSINESS:

- **Parks & Recreation Division**

- Ms. Thompson gave an update regarding the Museum. The new hours will be Tuesday through Friday from 1:00 p.m. to 5:00 pm and Saturday will remain the same from 9:00 a.m. to 1:00 p.m. Ms. Thompson offered the Museum as a possible meeting place in the future. There was discussion regarding budgeting for an additional part-timer person, volunteers and funding from tourism tax income. Ms. Thompson advised that she could request Sharon Sears from Tourism Development to come speak to the Committee.

- **Greenways & Natural Lands Division**

- Jim Duby presented the **naming of the Crockett property**. Lisa Giltner made a motion to approve the name as proposed. Judy Putz seconded the motion. **The motion passed unanimously.**
- Mr. Duby gave an update regarding the **signage on the trails**. We are coordinating with the Sheriff's Department to get signage regulated and in place. The Sheriff's Office will place details at intersections to make sure signs are being obeyed. Discussion of signage at trail and street intersections followed.

Lisa Giltner requested that discussion of location/directional signs and mile markers on the equestrian trails in Natural Lands be brought back to another meeting.

- Mr. Duby informed that the price of the **Thomas property** has been dropped to \$275,000. This property is ten acres located south of the Crockett property. There was discussion regarding the subject property and other possible properties. The Committee requested the staff provide the previous list of properties that were available to be purchased for review and consideration if they are still available. The Committee does not want to make a recommendation to purchase the Thomas property.
- Mr. Duby reviewed the **Heath Springs property** and the packet that was provided in an attempt to answer questions from the previous meeting. This property is on the market for \$330,000. This property was previously promoted as an historical area because it is on the Geneva bubble which is a recharged area. There was discussion of the property. Mr. Tucker asked if there was any interest in pursuing this. There was none. Mike Williams made a **motion for staff to bring forth Natural Lands' previous list of potential property**. The motion passed unanimously.

#### **NEW BUSINESS:**

- **Parks & Recreation Division**

- Ms. Thompson reviewed some minor changes the division would like to make to the fees being charged. Discussion followed. Lisa Giltner made a **motion to recommend approval of proposed fee revisions**. Tom Boyko seconded the position. There was further discussion. The **motion passed** unanimously.

- **Greenways & Natural Lands Division**

- **Memorial for fatality** on the Seminole Wekiva Trail was not the usual tree due to lack of room so a bed planting with a plaque was installed.
- Greenways & Natural Lands **Division presentation** was moved to the next meeting.
- Jim Duby gave an **update of Natural Lands**.

#### **OTHER BUSINESS AND FUTURE AGENDA ITEMS:**

- The previous Advisory Committee **Mission Statement** was distributed. Ms. Thompson informed that Joe Abel wanted the Committee to have a copy to review for discussion at the next meeting.
- Discussion regarding attendance was moved to the next meeting.

Michelle Thatcher made a motion to adjourn the meeting. Mr. Tucker adjourned the meeting at 8:00 p.m.





## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approve and authorize the Chairman to execute the attached Contract Renewal, as prepared by the Florida Department of Transportation (FDOT)

**DEPARTMENT:** Leisure Services

**DIVISION:** Streetscapes and Trails

**AUTHORIZED BY:** Joe Abel

**CONTACT:** Bryan Nipe

**EXT:** 2001

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached Contract Renewal, as prepared by the Florida Department of Transportation (FDOT) for Memorandum of Agreement No. AOH61 allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by FDOT at the S.R. 17-92/I-4 on/off ramps.

District 5 Brenda Carey

Bryan Nipe

**BACKGROUND:**

Seminole County entered into a Memorandum of Agreement with FDOT on October 24, 2006 whereas the County provides enhanced landscape maintenance on FDOT R/W at the 17-92 and I-4 interchange. The limits of maintenance include all landscaped embankments, slopes, and mowed zones on the southbound and northbound on/off ramps. FDOT reimburses the County annually at the amount FDOT would incur to provide standard highway landscape maintenance.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to renew Memorandum of Agreement No. AOH61 with Florida Department of Transportation (FDOT), allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by FDOT at the S.R. 17-92/I-4 on/off ramps.

**ATTACHMENTS:**

1. Agreement
2. Notify Letter
3. Outcome Letter
4. CAO Opinion
5. Agreement

**Additionally Reviewed By:**

- ☐ County Attorney Review ( Ann Colby )
- ☐ Budget Review ( Ben Crawford, Fredrik Coulter, Lisa Spriggs )

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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.

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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

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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

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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

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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.



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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.

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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.

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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.

..

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**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:

| <u>SECTION</u> | <u>S.R.</u> | <u>LOCATION DESCRIPTION</u>                                                                   | <u>LENGTH</u> |
|----------------|-------------|-----------------------------------------------------------------------------------------------|---------------|
| 77010000       | 15/600      | US 17/92, from I-4 west to<br>construction joint<br>M.P. 16.850 to M.P. 16.929                | .079 mi       |
| 77010101       | 15/600      | US 17/92, from construction joint<br>west to St Johns River Bridge<br>M.P. 0.00 to M.P. 0.211 | .211 mi       |
| 77160000       | I-4         | I-4 west bound on ramp north<br>To Volusia County Line<br>M.P. 13.823 to 14.135               | .312 mi       |

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## 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: Robert 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)



## 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 5, 2008

Mr. Bryan Nipe  
Seminole County Leisure Services  
845 Lake Markham Road  
Sanford, FL 32765

RE: Contract Renewal  
Contract No. AOH61  
FIN Project No: 244852-1-72-03  
Contract Type: MOA

Mr. Nipe

This letter is to advise you that the referenced Maintenance Memorandum of Agreement between the Florida Department of Transportation and Seminole County which provides maintenance activities for portions of US 17/92 and I-4, described therein will expire on November 30, 2008.

The Department of Transportation has been satisfied with the County's past performance and wishes to renew the contract with the same terms and conditions. The renewal provides for a 3% increase to the current contract, in the amount of \$7,638.50 annually.

Please provide us with a letter establishing your commitment to renew this Memorandum of Agreement for the areas listed above within ten (10) days of receiving this letter.

Should you have any questions or concerns regarding the aforementioned contract, please contact our office by calling Mr. Jeff Ryals at (407) 977-6530 or by writing to the address listed above.

Sincerely,

For  
James E. Wood, Jr., P.E.  
Oviedo Maintenance Engineer

cc: District Contracts  
Contract File  
JEW: jr

**BOARD OF COUNTY COMMISSIONERS**



October 14, 2008

Mr. James Wood, Jr., P.E.  
FDOT  
Orlando Metro North  
2400 Camp Road  
Oviedo, FL 32765

RE: Contract Renewal  
Contract No. AoH61  
FIN Project No. 244852-1-72-03  
Contract Type: MOA

Mr. Wood:

Consider this a letter of commitment from the Seminole County Board of County Commissioners to renew the October 24<sup>th</sup> 2006 Highway Maintenance Memorandum of Agreement for a period of (1) year. The Board of County Commissioner's accepts the State's annual renewal increase of 3% for a total of \$7,638.50/year reimbursement to provide these services.


Seminole County looks forward to continuing a successful maintenance relationship with the Florida Department of Transportation.

Sincerely,

Brenda Carey  
Chairman, Board of County Commissioners



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Elizabeth Gaussart, Executive Assistant, County Manager's Office  
cc: Bryan Nipe, Division Manager, Greenways & Natural Lands Division  
From: Ann Colby, Assistant County Attorney   
Ext. 7254  
Date: October 7, 2008  
Subject: Addition to Renewal of Memorandum of Agreement No AOH61

---

In response to your email dated October 6, 2008, you forwarded to me an additional page 20 to be added to an Agenda Item for the October 14, 2008 Agenda. The Agenda Item was approval of a renewal to Memorandum of Agreement No AOH61 with the Florida Department of Transportation, allowing for enhanced landscape maintenance provided by Seminole County with reimbursement by FDOT at the S.R. 17-92/I-4 on/off ramps. The Agenda Item called for the renewal to be by letter, approved by the Board of County Commissioners and signed by the Chairman. The new "Page 20", apparently sent at the last minute to the County by FDOT, is a formal Contract Renewal Agreement, and must be approved and executed as such by the Board of County Commissioners. The Contract Renewal meets my approval as to form and legality, although I would suggest that the signature blocks be revised to reflect the County's standard signature block and that the signature lines for a "Florida Licensed Insurance Agent" be eliminated entirely because they are unnecessary.

The Agenda Item should be revised to indicate that the Board is approving and authorizing the Chairman to execute the attached Contract Renewal, prepared by the FDOT, as the primary item.

If you have any additional questions regarding this matter, please let me know.



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

To: Bryan Nipe, Manager, Greenways and Natural Lands Division  
From: Ann Colby, Assistant County Attorney   
Ext. 7254  
Date: September 9, 2008  
Subject: Renewal of FDOT Landscaping Agreement

---

In response to your request for review dated September 5, 2008, I have reviewed the proposed letter to be signed by the Commission Chairman, to act as a renewal to the Memorandum Agreement entered into by the County and FDOT on October 24, 2006. I would suggest the following changes to the letter:

1. The letter should indicate that it is the Board of County Commissioners' (BCC) renewal to the October 24, 2008 Highway Maintenance Memorandum of Agreement and that the renewal is for a period of one (1) year.
2. The letter should reference the date the renewal was approved by the BCC.
3. The specific reference to the amount of increase is appropriate and proper and should remain in the letter.

If you have any additional question regarding this document, please let me know.

## CONTRACT RENEWAL

Contract No.: AOH61 Renewal: (1st, 2nd, etc.) 2nd  
 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, 2008 and ending the 30th day of November, 2009 at a cost of \$ 7,638.50.

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

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
 District Secretary or Designee (Signature)

Title: \_\_\_\_\_

Legal: \_\_\_\_\_

Fiscal: \_\_\_\_\_  
 Approval as to Availability of Funds



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approve and authorize Chairman to execute the 2008-2009 agreement between Seminole County and United Arts of Central Florida, Inc. reflecting \$.30 per capita funding

**DEPARTMENT:** Library Services

**DIVISION:** Administration - Library Services

**AUTHORIZED BY:** Jane Peterson

**CONTACT:** Jane Peterson

**EXT:** 1501

**MOTION/RECOMMENDATION:**

Approve and authorize Chairman to execute agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$127,694.00 reflecting \$.30 per capita funding approved by Board of County Commissioners as part of the 2008/09 budget.

County-wide

Jane Peterson

**BACKGROUND:**

As part of the 2008/09 budget, the Board of County Commissioners approved a funding level for United Arts of Central Florida of \$.30 per capita. Using the 4/1/2007 BEBR data showing a population of 425,645 for Seminole County the total contract funding is \$127,694. Funds are to be paid on a quarterly basis in the amount of \$31,923.50.

Funds are distributed as follows: \$10,000.00 retained by United Arts for Project Grant Funds and Administrative Costs; \$50,000.00 The Wayne Densch Performing Arts Center; \$45,194.00 Seminole Cultural Arts Council, Inc (\$35,194.00 for Seminole County Local Grants, Events, Promotions and \$10,000.00 Executive Director Position); \$22,500.00 for Orlando Ballet.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of County Commissioners authorize the Chairman to execute an agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$127,694.00 reflecting \$.30 per capita funding approved by Board of County Commissioners as part of the 2008/09 budget.

**ATTACHMENTS:**

1. 2008 2009 Seminole County Agreement with United Arts of Central Florida

**Additionally Reviewed By:**

- ☐ Budget Review ( Lin Polk, Lisa Spriggs )
- ☐ County Attorney Review ( Ann Colby )




**UNITED ARTS OF CENTRAL FLORIDA, INC. 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 County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida non-for-profit corporation, whose mailing address is 2450 Maitland Center Parkway, Suite 201, Maitland, Florida 32751-4140, hereinafter referred to as "UNITED ARTS".

**W I T N E S S E T H**

**WHEREAS**, UNITED ARTS is a Florida not-for-profit corporation which promotes the development and awareness of arts and cultural activities for all ages within the Center Florida area; and

**WHEREAS**, COUNTY has deemed  that the development and awareness of the arts and cultural activities serves a COUNTY public purpose and will benefit the citizens of Seminole County, Florida; and

**WHEREAS**, COUNTY has appropriated funds to assist in furtherance of the aforementioned COUNTY purpose,


**NOW, THEREFORE**, in consideration of the mutual understandings, promises, representations, and covenants set forth herein, COUNTY and UNITED ARTS agree as follows:

**SECTION 1. RECITALS.** The above recitals are true, correct, and are incorporated herein as fully as if set forth below.

**SECTION 2. TERM.** The term of this Agreement is from October 1, 2008 through September 30, 2009, the date of signature by the parties notwithstanding.

### **SECTION 3. SERVICES.**

(a) UNITED ARTS shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida. These funds shall supplement other funds previously committed by UNITED ARTS to Seminole County activities, as set forth in earlier agreements between COUNTY and UNITED ARTS. UNITED ARTS shall provide funding to Seminole County based arts and cultural organizations on the recommendations made through the Seminole County Division of Community Assistance. Services provided by this Agreement shall be limited to those activities and events benefiting Seminole County residents or occurring within Seminole County or sponsored by Seminole County based arts and cultural organizations.

(b) UNITED ARTS shall  recognize COUNTY, as COUNTY's sole election, as a member of the UNITED ARTS Board of Trustees for the duration of this Agreement. COUNTY's Board of County Commissioners shall appoint COUNTY's representative to the UNITED ARTS Board of Trustees and notify UNITED ARTS in accordance with Section 11 herein.

**SECTION 4. TERMINATION.** This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that UNITED ARTS fails to fulfill any of the terms, understandings, or covenants of this Agreement. COUNTY shall not be obligated to pay for any services provided or costs incurred by a party after that party has received notice of termination. Upon said termination, that party shall

immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 5, 8, and 10 hereunder shall survive the term of this Agreement as a whole.

**SECTION 5. INDEMNIFICATION.**

(a) COUNTY and its commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, or negligence of UNITED ARTS or their officers, employees, or agents. UNITED ARTS shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) UNITED ARTS shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of UNITED ARTS, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes.

(d) The waiver of a provision herein by either party shall not constitute the further waiver of said provisions or the waiver of any

other provision.

**SECTION 6. FUNDING.** COUNTY hereby agrees to provide financial assistance to UNITED ARTS in the mount of THIRTY-ONE THOUSAND NINE HUNDRED TWENTY-THREE AND 50/100 DOLLARS (\$31,923.50) on a quarterly basis up to the maximum sum of ONE HUNDRED TWENTY-SEVEN THOUSAND SIX HUNDRED NINETY-FOUR AND NO/100 DOLLARS (\$127,694.00) annually. The parties hereby agree that the funds provided hereunder shall be granted to and used by UNITED ARTS as set forth in Exhibit A, including the expenditure of funds for necessary administrative costs; provided, however, that such administrative costs shall not exceed ten percent (10%) of the funding provided by COUNTY hereunder.

**SECTION 7. PAYMENT.**

(a) Payment of the amounts set forth above shall be made upon receipt by COUNTY of the following:



(1) A payment request from UNITED ARTS identifying the amount for which UNITED ARTS seeks COUNTY payment; and

(2) A verification by COUNTY that UNITED ARTS has complied with the requirements as contained in this Agreement.

(b) Payment requests shall be sent to: Library Services Director, Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707.

**SECTION 8. REPORTING REQUIREMENTS.**

(a) In the performance of this Agreement, UNITED ARTS shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.

(b) UNITED ARTS shall provide to COUNTY a quarterly report by the 30<sup>th</sup> day of the final month of each calendar quarter.

**SECTION 9. ACCESS TO RECORDS.** UNITED ARTS shall allow COUNTY, its duly authorized agents, and the public access to such of UNITED ARTS's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

**SECTION 10. AUDIT.** UNITED ARTS shall submit to COUNTY an annual audit report for the term of the Agreement. UNITED ARTS shall submit the annual audit reports to COUNTY on or before the ninetieth (90<sup>th</sup>) day following the final month of their respective fiscal year or within ninety (90) days following the termination of this Agreement as set forth in Section 4 herein, whichever occurs earlier.

**SECTION 11. NOTICES.**



(a) Whenever a party desires to give notice to the others, it shall be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

For COUNTY:

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

With a copy to:

Library Services Director  
Jean Rhein Central Branch Library  
215 North Oxford Road  
Casselberry, Florida 32707


For UNITED ARTS:

United Arts of Central Florida, Inc.  
2450 Maitland Center Parkway, Suite 201  
Maitland, Florida 32751-4140

(b) The parties may change, by written notice as provided above, the person or address for the receipt of notice.

**SECTION 12. ASSIGNMENTS.** No party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the others. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions, and stipulations is intended to be for the sole and exclusive benefit of COUNTY and UNITED ARTS.

**SECTION 13. ENTIRE AGREEMENT.**

(a) It is understood and  agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION 14. COMPLIANCE WITH LAWS AND REGULATIONS.** In providing all services pursuant to this Agreement, UNITED ARTS 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 UNITED ARTS as provided hereinabove.

**SECTION 15. CONFLICT OF INTEREST.**

(a) UNITED ARTS agrees 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 with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) UNITED ARTS 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 UNITED ARTS, 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, UNITED ARTS hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

**IN WITNESS WHEREOF**, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expresses on the day and year first above written.

ATTEST:

  
RAY SANDGHAGEN, Secretary

(Corporate Seal)

UNITED ARTS OF CENTRAL FLORIDA, INC.

By: 

MARGOT H. KNIGHT, President

Date: 12/14/08

ATTEST:

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

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

By: \_\_\_\_\_

BRENDA CAREY, Chairman

Date: \_\_\_\_\_

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

County Attorney

AEC/lpk

10/1/08 10/8/08

P:\Users\Legal Secretary CSB\Library&Leisure Services\United Arts 2008.doc



Attachment:

Exhibit A - Scope of Services



## Exhibit A

Fiscal Year 2008/09

Scope of Services

---

AGENCY: United Arts of Central Florida  
Margot H. Knight, President & CEO  
2450 Maitland Center Parkway, Suite 201  
Maitland, FL 32751

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The above agency will provide the following services for the residents of Seminole County during the fiscal year 08/09:

The distribution of the \$127,694.00<sup>1</sup> in funds provided by Seminole County will be distributed to United Arts of Central Florida, Inc. in the following manner:

|                     |                                                                        |
|---------------------|------------------------------------------------------------------------|
| \$ 10,000.00        | Retained By United Arts for Project Grant Funds & Administrative Costs |
| \$ 50,000.00        | The Wayne Densch Performing Arts Center <sup>2</sup>                   |
| \$ 45,194.00        | Seminole Cultural Arts Council, Inc.                                   |
|                     | \$35,194.00 Seminole County Local Grants, Events, Promotions           |
|                     | \$10,000.00 Executive Director Position                                |
| <u>\$ 22,500.00</u> | Orlando Ballet                                                         |
| \$127,694.00        |                                                                        |

Services will be reimbursed quarterly at the following rate:

|                    |                     |
|--------------------|---------------------|
| October – December | \$31,923.50         |
| January – March    | \$31,923.50         |
| April – June       | \$31,923.50         |
| July – September   | <u>\$31,923.50</u>  |
|                    | <u>\$127,694.00</u> |

<sup>1</sup> 4/1/2007 BEBR Report: Seminole County Population 425,645 x \$.30 = \$127,694.00

<sup>2</sup> Restrictions lifted from The Wayne Densch Performing Arts Center so that they can apply for matching funds.



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Approval of Final Plat for Terracina At Lake Forest Second Amendment**DEPARTMENT:** Planning and Development      **DIVISION:** Development Review**AUTHORIZED BY:** Dori DeBord**CONTACT:** Cynthia Sweet**EXT:** 7443**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the final plat for Terracina At Lake Forest Second Amendment, containing 27 townhome lots on a 13.92 acre parcel zoned PUD (Planned Unit Development), located on the north side of SR 46 at the intersection of International Parkway, and approximately 1¼ mile west of I-4, in Section 30, Township 19 S, Range 30 E (Taylor Morrison of Florida, Inc., applicant).

District 5 Brenda Carey

Cynthia Sweet

---

**BACKGROUND:**

The applicant, Taylor Morrison of Florida, Inc., is requesting approval of the final plat for Terracina At Lake Forest Second Amendment. The plat is a replat of a portion of the previously recorded plat of Terracina At Lake Forest First Amendment as recorded in Plat Book 74, Pages 60 through 64 and consists of 27 townhome lots on a 13.92 acre parcel zoned PUD (Planned Unit Development).

The new plat permits change in lot sizes to allow construction of a new prototype. Each lot will be served by Seminole County for public water and sewer. All internal roads are private. The site is located on the north side of SR 46 at the intersection of International Parkway, and approximately 1¼ mile west of I-4, in Section 30, Township 19 S, Range 30 E.

The plat meets all applicable requirements of the approved Final Master Plan and Developer's Commitment Agreement for SR 46/Lake Forest PUD, Chapter 35, Section 35.44, Seminole County Land Development Code, and Chapter 177, Florida Statutes. The applicant has provided a Performance Bond to ensure the completion of the subdivision improvements.

**STAFF RECOMMENDATION:**

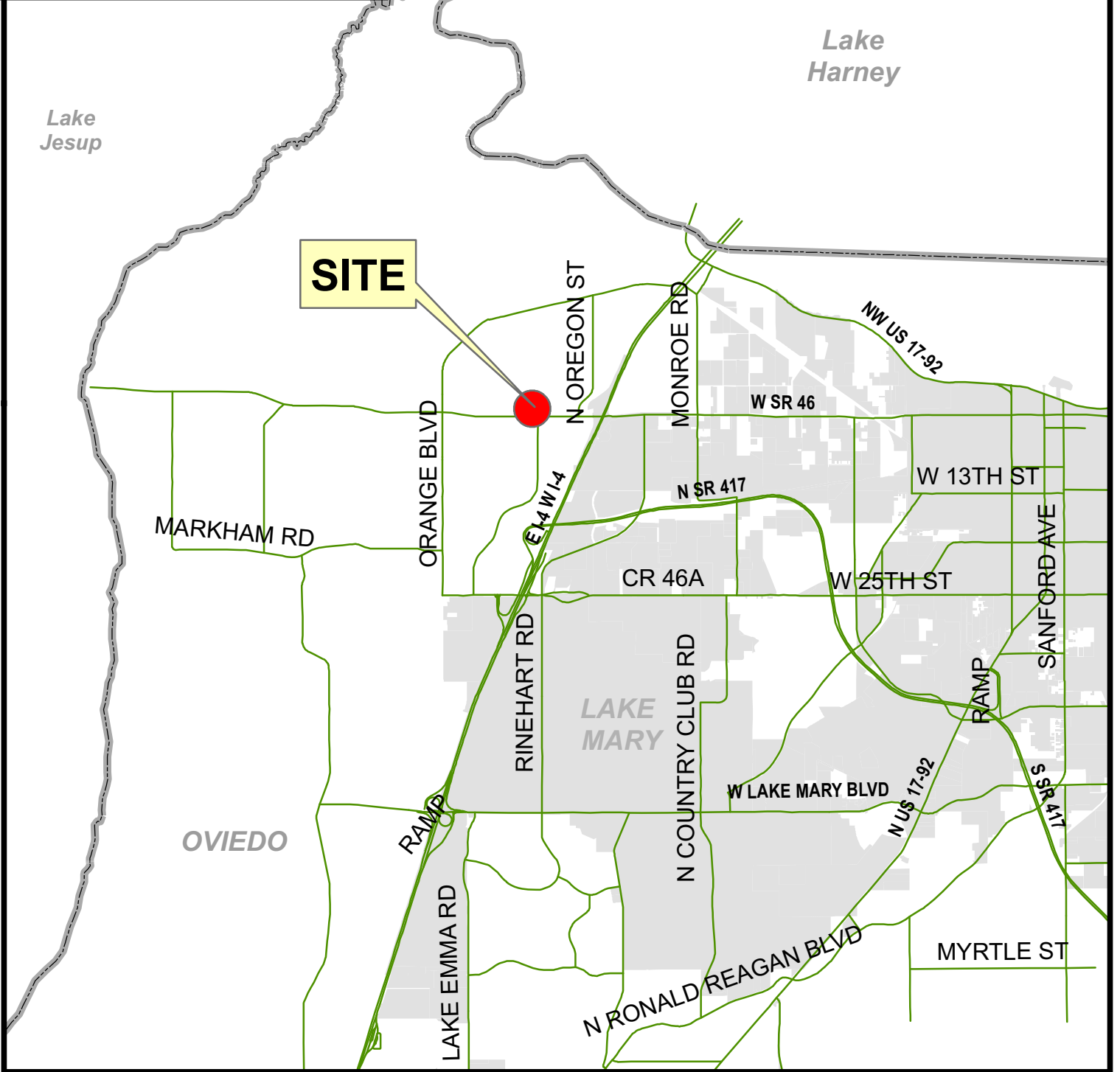
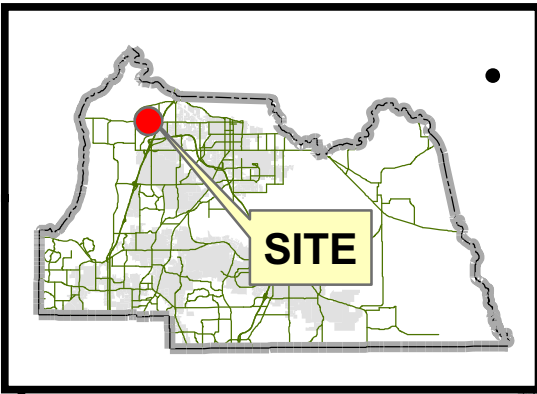
Staff recommends the Board approve and authorize the Chairman to execute the final plat for Terracina At Lake Forest Second Amendment, containing 27 townhome lots on a 13.92 acre parcel zoned PUD (Planned Unit Development), located on the north side of SR 46 at the intersection of International Parkway, and approximately 1¼ mile west of I-4, in Section 30, Township 19 S, Range 30 E (Taylor Morrison of Florida, Inc., applicant).

**ATTACHMENTS:**

1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Reduced Copy of Plat

**Additionally Reviewed By:**

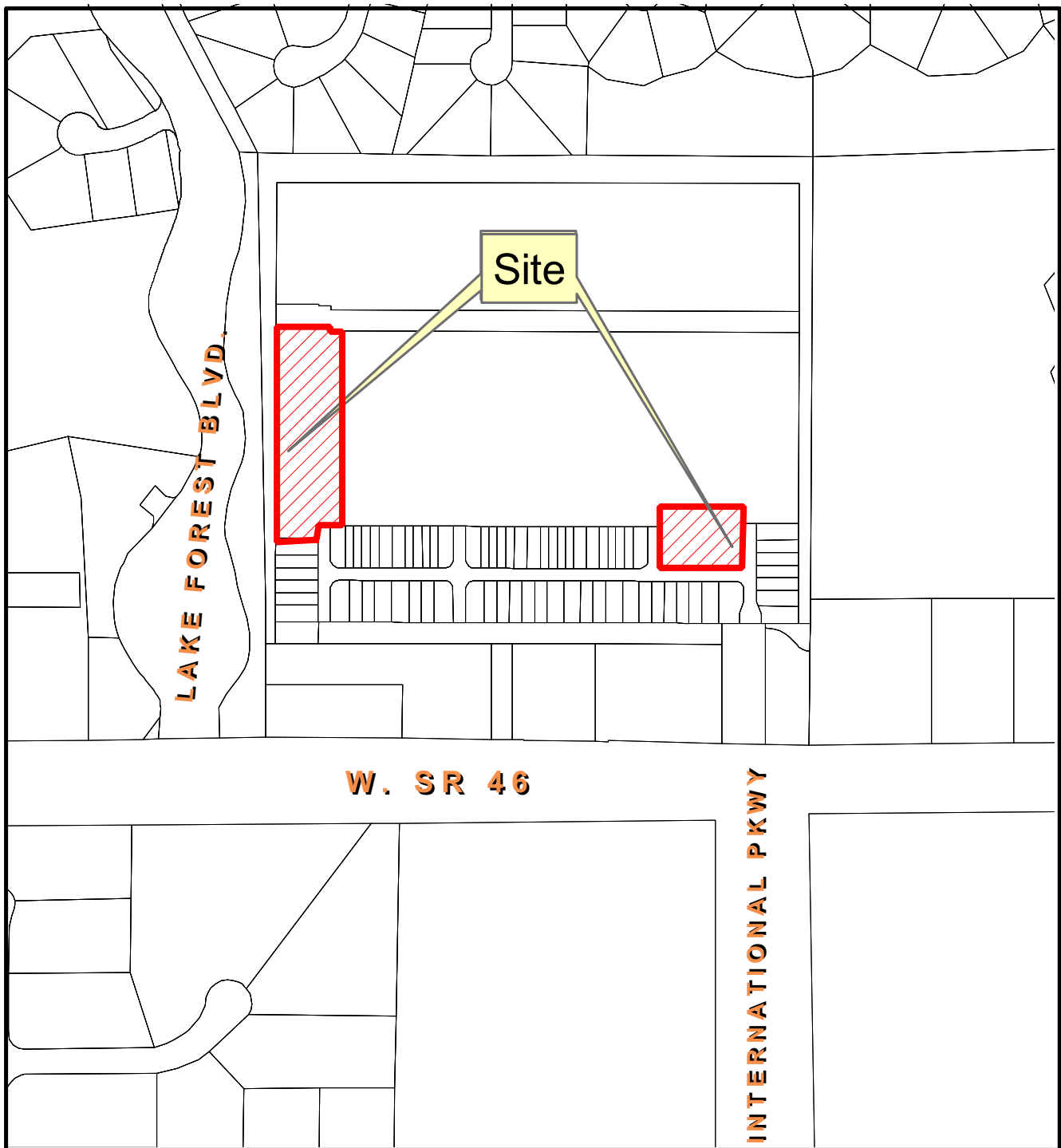
☐ County Attorney Review ( Kathleen Furey-Tran )



filename: L:/pl/projects/p&z/2006/GIS/staff\_report\_pkgs/sitemaps\_large/Z2006-0\*\*sitemap.mxd \*\*\*\*/06

# Terracina At Lake Forest Second Amendment

EXHIBIT A



## Terracina At Lake Forest Second Amendment







Terracina at Lake  
Forest First Amendment

- Parcel
- Subject Property

January 2006 Color Aerials

## DESCRIPTION

[illegible]

**MILLER LEGG**  
Central Florida Office: 831 S. Orlando Avenue, Suite 200  
Winter Park, Florida • 32789-7122  
407-629-6880 • Fax: 407-629-7883  
[www.millerlegg.com](http://www.millerlegg.com)  
LICENSED BUSINESS #6260

NOTE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL REPRESENTATION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES, BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

CERTIFICATE OF APPROVAL BY COUNTY SURVEYOR

"I have reviewed this plot and find it to be in conformity with Chapter 77 Florida Statutes."

Steve L. Wessels, PLS  
Florida Registration Number 4589  
County Surveyor for Seminole County, Florida

EXHIBIT D

TERRACINA AT LAKE FOREST  
SECOND AMENDMENT[illegible]

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by the officer named below on

By \_\_\_\_\_

Name: Jonathon C. White, Vice President

Signed in the presence of:

|           |           |
|-----------|-----------|
| Signature | Signature |
|-----------|-----------|

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

STATE OF FLORIDA COUNTY OF SEMINOLE

THIS IS TO CERTIFY, that on \_\_\_\_\_, 2008, before me, an officer duly authorized to take acknowledgments in the State and County herein named personally appeared Jonathan C. White, President of Taylor Morrison of Florida, Inc., a Florida Corporation, who executed the foregoing Declaration and acknowledged the execution thereof to be his free act and deed as such officer; he thereunto duly authorized; and that said declaration is the act and deed of said Corporation, IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date. He personally known to me and he did not take so oath.

Dolly O Corwile, Notary Public  
Commission # DD719591  
My commission expires: February 4, 2015

### QUALIFICATION STATEMENT OF

KNOW ALL BY THESE PRESENTS, That the undersigned, being a professional surveyor and mapper that has prepared the foregoing plot and was made under my direction and supervision and that the plot complies with all of the survey requirements of Chapter 177, Florida Statutes; and that said land is located in Seminole County, Florida.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_

Miller Legg  
631 South Orlando Ave., Suite 200  
Winter Park, Florida 32789-7122  
Licensed Business Number 6690

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS.  
THIS IS TO CERTIFY, That on \_\_\_\_\_ the Board of County  
Commissioners of Seminole County, Florida approved the foregoing plat.

**Brenda Corey** CHAIRMAN OF THE BOARD

ATTEST:

I HEREBY CERTIFY, That I have examined the foregoing plot and find that it complies in form with all requirements of Chapter 177, Florida Statutes, and was filed for record on \_\_\_\_\_.

# At

File No. \_\_\_\_\_

Maryonne Morse, Clerk of the Court  
in and for Seminole County, FL



| PLAT | BOOK | PAGE |
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| 1    | 1    | 1    |
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PAGE



| POINT | COORDINATE TABLE |           |
|-------|------------------|-----------|
|       | NORTHING         | EASTING   |
| 1     | 1629668.89       | 543624.27 |
| 2     | 1629696.99       | 543725.32 |
| 3     | 1629696.32       | 547325.32 |
| 4     | 1629686.35       | 547552.32 |
| 5     | 1629686.35       | 547552.32 |
| 6     | 1629685.07       | 547555.33 |
| 7     | 1629655.13       | 544875.26 |
| 8     | 1629495.09       | 544745.70 |
| 9     | 1628410.94       | 544745.80 |
| 10    | 1628369.92       | 544724.82 |
| 11    | 1628369.75       | 544666.82 |
| 12    | 1628410.73       | 544545.90 |
| 13    | 1628489.73       | 544545.71 |
| 14    | 1628468.86       | 543725.71 |
| 15    | 1628468.86       | 543725.71 |

COORDINATES SHOWN ARE FOR GIS\* PURPOSES ONLY.  
THEY ARE NOT TO BE USED TO RECREATE THE BOUNDARY.  
(\* GEOGRAPHIC INFORMATION SYSTEM)

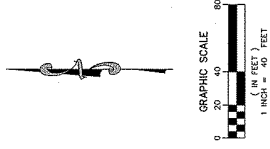
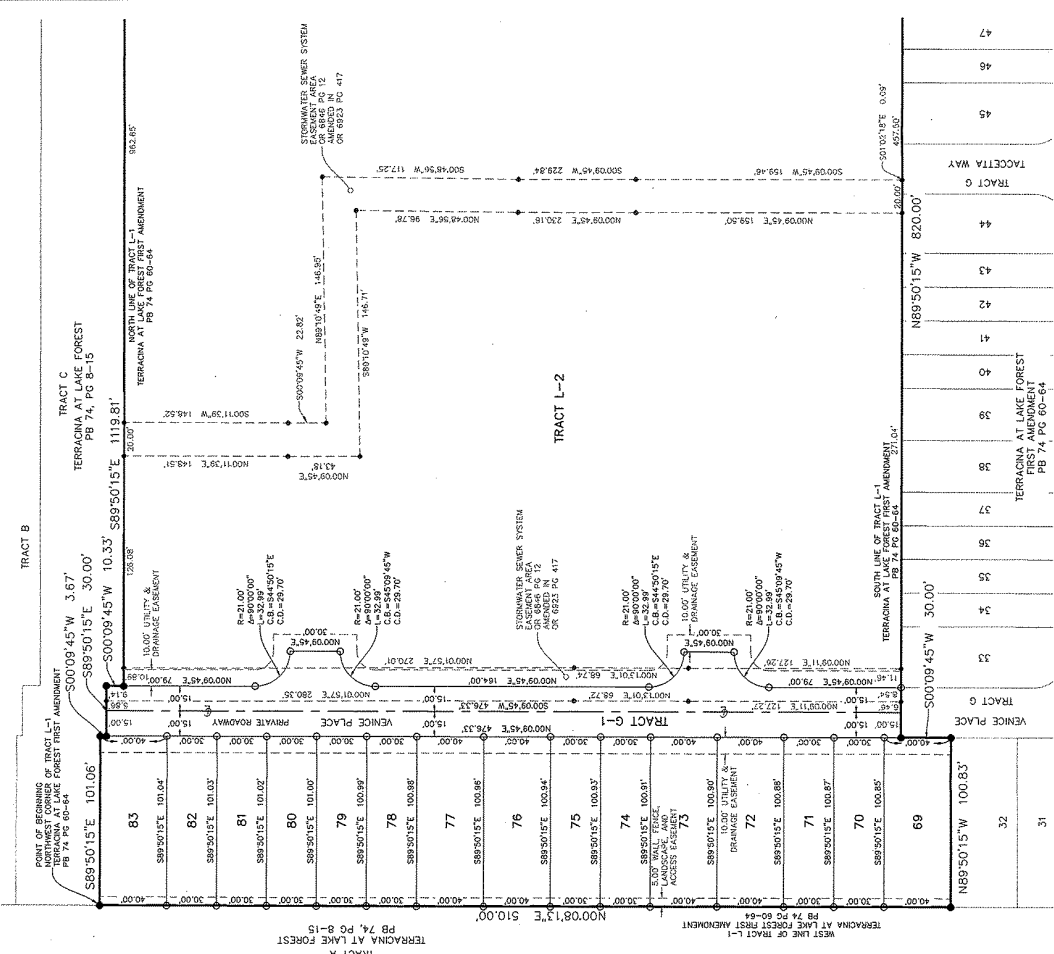
**MILLER LEGG**  
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LICENSED BUSINESS #6680

# TERRACINA AT LAKE FOREST SECOND AMENDMENT SHEET 3 OF 4

PAGE

PLAT BOOK

REPLATING TRACT L-1,  
TERRACINA AT LAKE FOREST FIRST AMENDMENT  
PLAT BOOK 74, PAGES 60-64  
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST  
SEMINOLE COUNTY, FLORIDA



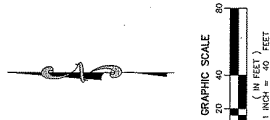
## LEGEND

- SET IRON ROD & CAP 'TYP. 1/2" DIA. 16\"/>

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Orlando, FL 32811  
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www.millerlegg.com  
LICENSED BUSINESS #9860

REPLATING TRACT L-1,  
TERRACINA AT LAKE FOREST FIRST AMENDMENT  
PLAT BOOK 74, PAGES 60-64  
SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST  
SEMINOLE COUNTY, FLORIDA

END SHEET 4 OF 4



- |     |                                     |                             |
|-----|-------------------------------------|-----------------------------|
| ●   | SET                                 | IRON ROD & CAP "PRM LB6660" |
| ○   | SET 1/2" IRON ROD "PCP LB6660"      |                             |
| ○   | SET 1/2" IRON ROD "CAP LB6660"      |                             |
| PRM | PERMANENT REFERENCE NO MONUMENT SET |                             |
| PCP | PERMANENT CONTROL POINT             |                             |
| LB  | UNGRADED BUSINESS                   |                             |
| LS  | UNGRADED SURFACE                    |                             |
| PLS | PROFESSIONAL LAND SURVEYOR          |                             |
| PRB | OFFICIAL RECORD BOOK                |                             |
| PD  | PAGE(S)                             |                             |
| Δ   | CENTERLINE                          |                             |
| Δ   | DELTA                               |                             |
| Δ   | LENGTH                              |                             |
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C.B.=S44°50'15"E  
C.D.=29.70'

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LICENSED BUSINESS #6690



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Approval of METROPLAN ORLANDO (MPO) Annual Funding Agreement - FY 2008/2009

**DEPARTMENT:** Planning and Development      **DIVISION:** Planning

**AUTHORIZED BY:** Dori DeBord

**CONTACT:** Dick Boyer

**EXT:** 7382

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the attached "Seminole County/METROPLAN ORLANDO (Urban Area Metropolitan Planning Organization) FY 2008 - 2009 Funding Agreement" for the amount of \$205,805.00.

County-wide

Dick Boyer

**BACKGROUND:**

The County and METROPLAN ORLANDO annually sign a funding agreement. The County funding formula was established in FY 1996/1997 as a \$0.75 per capita assessment, less the populations of Altamonte Springs and Sanford and remains in effect. However, due to the current budgetary issues faced by the funding partners, METROPLAN ORLANDO has reduced the population assessed amount from \$246,802.50 to \$205,805.00 for FY 2008/2009.

Sufficient funds for this agreement were adopted in the County's FY2008/2009 budget on September 23, 2008.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the attached "Seminole County/METROPLAN ORLANDO FY 2008 - 2009 Funding Agreement" for the amount of \$205,805.00.

**ATTACHMENTS:**

1. Funding Request Letter
2. Funding Agreement

**Additionally Reviewed By:**

- ☐ Budget Review ( Karen Huffman, Lisa Spriggs )
- ☐ County Attorney Review ( Kathleen Furey-Tran )

RECEIVED SEP 16 2008



September 11, 2008

Mr. Dick Boyer, Senior Planner  
Seminole County Government  
1101 East First Street  
Sanford, Florida 32771

**Re: Annual Funding Agreement for FY2008/2009  
Invoice #1**

Dear Mr. Boyer,

It is once again time to execute the Annual Funding Agreement between Seminole County Government and METROPLAN ORLANDO for FY 2008/2009. The enclosed Funding Agreement follows the same format as last year's agreement. I am pleased to report that the funding base of \$0.75 per capita assessment established by our Board in FY 1996/1997 will remain the same. However, due to the current budgetary issues faced by our funding partners, METROPLAN ORLANDO has reduced the population assessed amount of \$246,802.50, down to \$205,805.00 for FY 2008/2009. The funding amount of \$205,805.00 was approved by the Board on September 10, 2008 and is the amount shown in the enclosed Annual Funding Agreement.

We have provided **two** copies of the Annual Funding Agreement. ***It is requested that both copies be executed as soon as possible. Please retain one copy for your records and return a copy to us.*** Your assistance with expediting this process is appreciated.

We have also enclosed the first invoice based on this new funding agreement. This invoice is due on October 1, 2008. Please forward to your payables department for payment as appropriate.

We appreciate your continued support of the work we have underway to provide Central Florida with a world-class transportation system serving the needs of residents, businesses and visitors.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn C. Small".

Carolyn C. Small, CPA  
Director of Finance and Administration

Enclosures

**SEMINOLE COUNTY/METROPLAN ORLANDO  
(URBAN AREA METROPOLITAN PLANNING ORGANIZATION)  
FY 2008-2009 FUNDING AGREEMENT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, (hereinafter referred to as the "COUNTY"), and the **ORLANDO URBAN AREAS METROPOLITAN PLANNING ORGANIZATION**, d/b/a **METROPLAN ORLANDO, A REGIONAL TRANSPORTATION PARTNERSHIP**, a metropolitan planning organization, whose address is 315 E. Robinson Street, Suite 355, Orlando, Florida 32801-1949 (hereinafter referred to as "METROPLAN ORLANDO").

**W I T N E S S E T H:**

**WHEREAS**, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States, and

**WHEREAS**, the Safe, Accountable, Flexible, Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU) provides Metropolitan Planning Organizations with the authority and responsibility for transportation planning and funding; and

**WHEREAS**, the quality of life and economic vitality of our community depends on coordinating transportation issues and developing complementary plans and policies; and

**WHEREAS**, METROPLAN ORLANDO has the lead role in formulating regional transportation plans and programs and coordinating

transportation issues among local entities and the Florida Department of Transportation (FDOT); and

**WHEREAS**, METROPLAN ORLANDO has adopted the following Mission Statement:

METROPLAN ORLANDO shall provide leadership in planning and promoting a comprehensive intermodal surface transportation system that will provide for regional mobility, encourage a positive investment climate, and foster sustainable development sensitive to community and natural resources. METROPLAN ORLANDO shall achieve this mission by:

- (a) Preparing and maintaining up-to-date transportation plans;
- (b) Setting priorities for investing transportation resources to implement adopted regional plans;
- (c) Shaping and communicating a regional perspective on transportation issues;
- (d) Competing nationally and statewide for additional financial resources;
- (e) Building strong alliances with the business community and residents of the region;
- (f) Coordinating planning efforts with Federal, State, and local governments and other transportation agencies; and
- (g) Recruiting and retaining top quality staff and consultants.

**WHEREAS**, the COUNTY desires to enter into this Agreement with METROPLAN ORLANDO to provide it with funding to support the functions necessary to achieve METROPLAN ORLANDO's role in planning and funding the Orlando Urban Area Transportation System.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable



consideration, receipt and sufficiency of which are hereby acknowledged, the COUNTY and METROPLAN ORLANDO agree as follows:

**SECTION 1. RECITALS.** The COUNTY AND METROPLAN ORLANDO hereby declare that the recitals set forth above are true and correct and incorporated herein.

**SECTION 2. REPORTING REQUIREMENTS.** METROPLAN ORLANDO agrees to provide, complete, and/or satisfy the following tasks for the benefit of the citizens for the Orlando Urban Area, including Seminole County:

- (a) Prepare and maintain up-to-date transportation plans;
- (b) Establish priorities for investing transportation resources to implement adopted regional plan;
- (c) Form and communicate to the public a regional perspective on transportation issues;
- (d) Apply for and aggressively pursue all available national and State financial resources;
- (e) Build alliances between local business communities and the residents of Seminole County;
- (f) Coordinate METROPLAN ORLANDO planning efforts with Federal, State, and local governments and other transportation agencies; and
- (g) METROPLAN ORLANDO agrees to provide the COUNTY on a quarterly basis commencing October 1, 2008, a written operational report which will include an accounting of all Unified Planning Work Program Tasks for the quarter. The report shall identify each program task, the costs allocated to the task, and the percentage of the task completed. Each quarterly report shall be cumulative.

**SECTION 3. COUNTY REQUIREMENTS.** The COUNTY agrees to allocate TWO HUNDRED FIVE THOUSAND EIGHT HUNDRED FIVE AND NO/100 DOLLARS (\$205,805.00) to METROPLAN ORLANDO from the COUNTY's Fiscal Year 2008-2009 budget, to be utilized by METROPLAN ORLANDO during its fiscal year 2008-2009 in accordance with this Funding Agreement. Said funds shall be paid to METROPLAN ORLANDO on a semi-annual basis. The first payment of ONE HUNDRED TWO THOUSAND NINE HUNDRED TWO AND 50/100 DOLLARS (\$102,902.50) shall be due and payable on October 1, 2008. The second payment of ONE HUNDRED TWO THOUSAND NINE HUNDRED TWO AND 50/100 DOLLARS (\$102,902.50) shall occur on or before April 1, 2009. The funding provided to METROPLAN ORLANDO by the COUNTY is contingent upon funding by all local governments who are represented on the METROPLAN ORLANDO Board; such funding being equal to SEVENTY-FIVE CENTS (\$0.75) per capita based on the latest available estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida. However, for the fiscal year ending June 30, 2009, there shall be an adjustment to reduce local assessment revenues from each city and county entity and publicly funded transit agencies. The dollar amount stated above reflects the reduction for FY 2008/2009.

**SECTION 4. EFFECTIVE DATE, TERM.** The effective date of this Agreement shall be the date of signature by the last party to sign this Agreement. The terms of this Agreement shall commence on the effective date and terminate on September 30, 2009.

**SECTION 5. INTERPRETATION.** The headings contained in this Agreement are for references purposes only and will not affect in any way the meaning or interpretation of this Agreement.

**SECTION 6. NEGOTIATIONS.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or upon any party. Further, this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.



**SECTION 7. MISCELLANEOUS.**

(A) This Funding Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this Funding Agreement shall be deemed to exist or to bind either party hereto.


(B) If any sentence, phrase, paragraph, provision, or portion of this Funding Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereof.

(C) The parties hereby acknowledge that they have freely and voluntarily entered into this Funding Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Funding Agreement.

**SECTION 8. CONTROLLING LAWS.**

(A) This Funding Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those hereinafter adopted.

(B) The location for  settlement of any and all lawsuits, claims, controversies, or disputes arising out of or relating to any part of this Funding Agreement, or any breach thereof, shall be Seminole County, Florida.

(C) The parties to this Funding Agreement agree to comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to this Agreement.

**SECTION 9. BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the COUNTY and METROPLAN ORLANDO.

**SECTION 10. NOTICES.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be

sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

**For COUNTY:**

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

**For METROPLAN ORLANDO:**

Executive Director  
METROPLAN ORLANDO  
315 East Robinson Street, Suite 355  
Orlando, Florida 32801

**SECTION 11. AUDIT AND RECORDKEEPING PROCEDURES. METROPLAN**

ORLANDO shall keep and maintain all records related to this Funding Agreement and the services rendered pursuant to this Funding Agreement for the period required by the State of Florida General Records Schedule GS1-L for Local Government Agencies or other applicable State law, whichever is lesser. Said records shall be made available to the public for inspection, examination, and copying pursuant to the terms of Chapter 119, Florida Statutes. If any litigation, claim, or audit is commenced, said records shall be maintained until all litigation, including appeals, claims, or audits have been concluded or resolved.

**SECTION 12. CONFLICT OF INTEREST.** METROPLAN ORLANDO agrees that it will not contract for or accept employment for the performance of any work or services 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 the COUNTY; provided, this provision shall not be interpreted so as to inhibit or prevent METROPLAN ORLANDO from otherwise exercising its


powers and responsibilities under Federal or State law. Additionally, METROPLAN ORLANDO agrees that it shall not participate in or cause a conflict of interest to exist as set forth in Part III, Chapter 112, Florida Statutes, relative to any performance accomplished in accordance with the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement as of the date and year first above written.

ORLANDO URBAN AREA METROPOLITAN  
PLANNING ORGANIZATION, D/B/A  
METROPLAN ORLANDO, A REGIONAL  
TRANSPORTATION PARTNERSHIP

ATTEST:

  
VIRGINIA L. WHITTINGTON

By:   
HAROLD W. BARLEY  
Executive Director

Date: 10-1-08



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

\_\_\_\_\_  
County Attorney

KFT/sjs  
9/29/08

P:\Users\Legal Secretary CSB\Planning & Development\Urban Area Funding Agreement.docx



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Amendment to Cooperative Agreement between Department of Agriculture and Consumer Services Division of Forestry and Seminole County

**DEPARTMENT:** Public Safety

**DIVISION:** Administration - Public Safety

**AUTHORIZED BY:** Tad Stone

**CONTACT:** Shelly Brubaker

**EXT:** 5000

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the amendment of the Cooperative Agreement between the Department of Agriculture and Consumer Services Division of Forestry and Seminole County, Contract No. 1938.

County-wide

Tad Stone

---

**BACKGROUND:**

The Division of Forestry of the Department of Agriculture and Consumer Services and the Board of County Commissioners entered into an agreement on March 18, 1988 which became effective on July 1, 1988, for the establishment and maintenance of countywide fire protection of all forest and wild lands within the County. In accordance with Florida Statute 125.27, the County shall be assessed each fiscal year for its share of the cost of providing such fire protection at a sum in dollars equal to the total forest and wild land acreage of the County, as determined by the Division of Forestry, multiplied by 3 cents. This original agreement was amended on December 15, 1994 due to a reduction in acreage that provided the County with a cost savings of \$264.00.

Due to the current assessment by the Division of Forestry, the cost of providing such protection has increased. This increase will take place for the next fiscal year, going from 3 cents to 7 cents per acre. The existing agreement for fire protection is based on 106,208 acres at 3 cents per acre, equaling \$3,186.24. The amended agreement for fire protection is based on 102,180 acres at 7 cents per acre, equaling \$7,152.60.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the amendment of the Cooperative Agreement between the Department of Agriculture and Consumer Services Division of Forestry and Seminole County, Contract No. 1938.



**ATTACHMENTS:**

1. Agreement
2. Agreement
3. Agreement
4. Notify Letter

**Additionally Reviewed By:**

- ☐ Budget Review ( Lisa Spriggs, Ryan Switzer )
- ☐ County Attorney Review ( Ann Colby )

Rev. 9/87

34-07  
001-05-50-525-30-~~37~~

STATE OF FLORIDA

VN # 2502

## COOPERATIVE AGREEMENT

BETWEEN

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
DIVISION OF FORESTRY

AND

The County of Seminole, in the State of Florida115,008 Acres Land

THIS COOPERATIVE AGREEMENT, made and entered into this 18th day of March, 1988, by and between the State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, hereinafter called the "Department," and the County of Seminole of the State of Florida, hereinafter called the "County."

WHEREAS, Section 125.27, Florida Statutes, provides that the Division of Forestry of the Department of Agriculture and Consumer Services shall enter into agreements with the Board of County Commissioners of each county in the State for the establishment and maintenance of countywide fire protection of all forest and wild lands within said county, and

WHEREAS, Section 125.27, Florida Statutes, also provides that each county shall, under the terms of this agreement, be assessed each fiscal year as its share of the cost of providing such fire protection a sum in dollars equal to the total forest and wild land acreage of the county, as determined by the Department, multiplied by three cents (3c).

NOW, THEREFORE, this Cooperative Agreement shall be in full force and effect on and after July 1, 1988, and shall continue in full force and effect until superseded by a new agreement or cancelled by the Florida Statutes.

BK140PG1133

-2-

1. The Department shall provide fire protection for 115,008 acres of forest and wild lands within Seminole County.

2. The County shall, under the terms of this agreement, pay to the Department annually as its share of the cost of providing such fire protection \$ 3,450.24, said receipts to be deposited in the General Revenue Fund of the State.

3. No amendment, addendum, or changes in this agreement shall be valid and binding upon the parties hereto unless such amendment, addendum, or change be reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

STATE OF FLORIDA, DEPARTMENT OF  
AGRICULTURE AND CONSUMER SERVICES,  
DIVISION OF FORESTRY

By: \_\_\_\_\_  
Commissioner of Agriculture

Date: \_\_\_\_\_

THE BOARD OF COUNTY COMMISSIONERS  
Seminole County, Florida

By: [Signature]  
Chairman of Board

Date 6/16/88

Attest: [Signature]  
Clerk of Circuit Court

|                                          |              |                |
|------------------------------------------|--------------|----------------|
| Post-It™ brand fax transmittal memo 7671 |              | # of pages > 2 |
| To                                       | Mary OPS     |                |
| Co.                                      | Co. J.R. DOF |                |
| Dept.                                    | Phone #      |                |
| Fax #                                    | Fax #        |                |

FDACS CONTRACT #

1938

Standard Addend  
FC-5700-11  
Approved 12/92

ADDENDUM  
TO  
COOPERATIVE AGREEMENT  
BETWEEN  
DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES  
DIVISION OF FORESTRY  
AND

SEMINOLE COUNTY

WHEREAS, the parties entered into an agreement as required by Section 125.27, Florida Statutes, dated MARCH 18, 1968, to provide fire protection to the total forest and wildland acreage of SEMINOLE County.

WHEREAS, the parties now desire and intend to amend said agreement.

THEREFORE, this amendment witnesseth:

Paragraphs numbered 1 and 2 of the aforesaid agreement are amended as follows:

FROM

1. The Department shall provide fire protection for 115,008 acres of forest and wild lands within SEMINOLE County.
2. The County shall, under the terms of this agreement, pay to the Department annually as its share of the cost of providing such fire protection \$ 3,450.24, said receipts to be deposited in the General Revenue Fund of the State.

TO

1. The Department shall provide fire protection for 106,208 acres of forest and wild lands within SEMINOLE County.
2. The County shall, under the terms of this agreement, pay to the Department annually as its share of the cost of providing such fire protection \$ 3,186.24, said receipts to be deposited in the General Revenue Fund of the State.

In all its other terms and conditions the agreement remains unchanged and is hereby reaffirmed.

STATE OF FLORIDA, DEPARTMENT  
OF AGRICULTURE AND CONSUMER  
SERVICES, DIVISION OF FORESTRY

BY: *Mike Gumb*DIRECTOR, DIVISION OF  
ADMINISTRATIONDATE: *January 5 1995*

THE BOARD OF COUNTY  
COMMISSIONERS  
SEMINOLE COUNTY

BY: *R. Hill P. H.*

CHAIRMAN OF BOARD

DATE: *12/15/94*Attest: *[Signature]*

Clerk of the Circuit Court



001938

## CONTRACT AMENDMENT

Please Respond To: Division of Forestry  
Forest Protection Bureau  
3125 Conner Blvd. Suite A  
Tallahassee, FL 32399-1650

July 25, 2008

Seminole County

**RE: Amendment of Contract # 1938 dated 07/12/88.**

This letter, upon execution by both parties and attachment to the original contract shall serve to amend said contract. The contract shall be amended as follows:

The third recital paragraph and paragraphs 1 & 2, are amended as follows:

FROM

WHEREAS, Section 125.27, Florida Statute, also provides that each county shall, under the terms of this agreement, be assessed each fiscal year as its share of the cost of providing such fire protection a sum in dollars equal to the total forest and wild land acreage of the county, as determined by the Department, multiplied by three cents (\$.03).

1. The Department shall provide fire protection for 106,208 acres of forest and wildlands within County.
2. The County shall, under the terms of this agreement; pay to the Department annually as its share of the cost of providing such fire protection, \$3,186.24, said receipts to be deposited in the General Revenue Fund of the State.

TO

WHEREAS, Section 125.27, Florida Statute, also provides that each county shall, under the terms of this agreement, be assessed each fiscal year as its share of the cost of providing such fire protection a sum in dollars equal to the total forest and wild land acreage of the county, as determined by the Department, multiplied by seven cents (\$.07).

1. The Department shall provide fire protection for 102,180 acres of forest and wild lands within County.





## CONTRACT AMENDMENT

2. The County shall, under the terms of this agreement; pay to the Department annually its share of the cost of providing such fire protection \$7,152.60, said receipts to be deposited as prescribed by Florida Statute.

**NO OTHER PROVISIONS OF THIS CONTRACT ARE AMENDED OR OTHERWISE ALTERED BY THIS AMENDMENT.**

Mike Gresham  
Director of Administration  
Department of Agriculture  
and Consumer Services

(Date)

(Signature)

(Title)

(Company)

(Date)





Florida Department of Agriculture and Consumer Services  
CHARLES H. BRONSON, Commissioner  
The Capitol • Tallahassee, FL 32399-0800  
[www.doacs.state.fl.us](http://www.doacs.state.fl.us)

RECEIVED  
SEP 09 2008

Please Respond to:  
Division of Forestry  
8431 S. Orange Blossom Trail  
Orlando, FL 32809

September 2, 2008

Dear Seminole County Commissioners:

Enclosed is a revised copy of the Forest Protection Cooperative Agreement. Please note that the assessment has increased from last year.

I would like to point out some of the services that the assessment helps the Division provide to the citizens of Seminole County. First and foremost, the assessment offsets a small portion of our wildfire and other all-risk operations within the county, which includes the salaries of three Forest Rangers, two Senior Forest Rangers, and one Forest Area Supervisor. The assessment also helps to pay for the services of our new Wildfire Mitigation Specialist who will be working in Seminole Woods, and other communities in the County to keep them safe from the dangers of wildfire.

I understand that this increase comes at a time when everybody is struggling with budget cuts, but please understand that the actual value of the services the DOF provides to Seminole County is in excess of \$195,000 in salaries alone. One last item I would like to point out is that this is the first increase in the Forest Protection Assessment since the law was originally passed in the 1940s. I think that when everything is taken into consideration, the citizens of Seminole County are getting an excellent deal for \$7,152.60.

Please have the Chairperson of the Commission sign all three copies, retain one for your records, and return two to me at the response address above.

Sincerely,

**CHARLES H. BRONSON**  
**COMMISSIONER OF AGRICULTURE**

Sean P. Gallagher  
Orlando District Manager



**Florida Agriculture and Forest Products**  
\$97 Billion for Florida's Economy





## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Joint Participation Agreement Between The State of Florida Department of Transportation and Seminole County for National Pollutant Discharge Elimination System (NPDES) Permit Compliance

**DEPARTMENT:** Public Works

**DIVISION:** Roads-Stormwater

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Kim Ornberg

**EXT:** 2417

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the second five-year Joint Participation Agreement (JPA) between FDOT-District 5 and Seminole County to provide funding to Seminole County for National Pollutant Discharge Elimination System (NPDES) Permit compliance.

County-wide

Kim Ornberg

**BACKGROUND:**

As the lead Permittee in the Seminole County NPDES Municipal Separate Storm Sewer System (MS4) Permit, the County provides water quality monitoring, biological assessments, educational outreach and illicit discharge reporting for the residents, for all of the co-permittees. The Seminole Watershed Atlas fulfills the educational outreach, illicit discharge reporting and water quality information components of the permit requirements. This JPA provides for an annual \$5,000 cost share from FDOT for those permit compliance requirements. The other Co-Permittees (the seven (7) cities located within Seminole County) also provide annual payments of \$5,000 each for the program through a separate interlocal agreement. The payments received are recorded as revenue to the County Stormwater Fund (Account # 13000.366102.077430). The duration of the JPA coincides with the second five-year NPDES MS4 Permit period.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the second five-year JPA between FDOT-District 5 and Seminole County to provide funding to Seminole County for NPDES MS4 Permit compliance.

**ATTACHMENTS:**

1. NPDES Joint Participation Agreement

**Additionally Reviewed By:**

- ☐ Budget Review ( Fredrik Coulter, Lisa Spriggs )
- ☐ County Attorney Review ( Matthew Minter )
- ☐ Revenue Review ( Cecilia Monti, Lisa Spriggs )

|                                                                                                                    |                                                                            |                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <b>Financial Management No.:</b><br><b>243844-1-74-06</b><br><b>Agency: Seminole County</b><br><b>Contract No:</b> | <b>Fund: D    Activity: 498</b><br><br><b>Contract Amount: \$25,000.00</b> | <b>FLAIR Approp: 088712</b><br><b>FLAIR Obj.: 242053</b><br><b>Org. Code: 55054030511</b><br><b>Vendor No.: F596000856-065</b> |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|

**JOINT PARTICIPATION AGREEMENT**  
**BETWEEN**  
**THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**SEMINOLE COUNTY**

This Joint Participation Agreement (hereinafter the “Agreement”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT) and SEMINOLE COUNTY, a Charter County and a political subdivision of the State of Florida (hereinafter referred to as the COUNTY),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties have been granted specific legislative to undertake the Project hereinafter described, and the DEPARTMENT has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 403.0885, Florida Statutes, to enter into this Agreement.

WHEREAS, the COUNTY, by Resolution/Minutes, a copy of which is attached hereto as Exhibit “C” and made a part hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is authorized to contract with local governmental to the maximum extent possible for the performance of its transportation responsibilities; and

WHEREAS, the Parties mutually agree that it is in their joint best interested to facilitate the transportation project known as the “National Pollutant Discharge Elimination System (NPDES) Permit FLS000038”. The DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Project beginning in Fiscal Year 2008/2009, said Project being

known as FM# 243844-1-74-06, and more fully reflected in the Scope of Services attached hereto as Exhibit "A" and hereinafter referred to as the "Project"; and

WHEREAS, the COUNTY and the DEPARTMENT desire to protect and promote the public health, safety and general welfare of the quality monitoring program, public education program, and solicitation of public input for identification of illicit discharge, to satisfy requirements of the DEPARTMENT and the COUNTY'S Project.

WHEREAS, the COUNTY and the DEPARTMENT desire to maintain and assist in the improvement of water quality and to preserve and enhance the environmental quality of receiving waters; and

WHEREAS, pursuant to the Federal Clean Water Act (CWA), Section 402(p)(2), certain political entities are required to implement stormwater management programs within certain time frames; and

WHEREAS, pursuant to the Clean Water Act requirements, the United States Environmental Protection Agency (EPA) has developed regulations under the National Pollutant Discharge Elimination System (NPDES) permit program published as Part 40 of the Code of Federal Regulations (C.R.F.) Section 122.26 on November 16, 1990, 55 FR 48063; and

WHEREAS, Section 402(p)(2) of the CWA provides the storm water permits be required for large and medium municipal separate storm sewer systems, determined from the 1990 census, and Appendix I to Section 122 designates the COUNTY as a medium municipal separate storm sewer systems;

WHEREAS, the Project is not revenue producing and is contained in the adopted Five Year Transportation Plan; and

WHEREAS, the implementation of the Project is in the best interests of both the DEPARTMENT and the COUNTY and it would be most practical, expeditious, and economical for the COUNTY to perform the services to complete the Project; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The above recitals are true and correct and are hereby adopted in their entirety, and are fully incorporated into and made an integral part of this Agreement as though fully set forth herein.

2. The purpose of this Agreement is to provide funds to the COUNTY (Seminole County Road Operations and Stormwater Division/Water Quality Section), to share in the costs

associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038. The DEPARTMENT has determined that this Project is in the best interests of the Department. Said Project is further described in Exhibit "A", attached hereto and by this reference made a part hereof. The further purpose of this Agreement is to provide DEPARTMENTAL financial assistance to the COUNTY, state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed.

3. The term of this Agreement shall begin upon the date the last party executes same. The COUNTY agrees to complete the Project on or before October 31, 2013. If the COUNTY does not complete the Project within the time period allotted, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project.

4. General Requirements: The COUNTY shall commence and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, and in accordance with the provisions hereof, and all applicable laws.

5. Compliance with Federal, State and Local Laws: The COUNTY shall obtain or initiate, comply with and accomplish any election, referendum, approval, permit, notice, proceeding or authorization required by law to enable the COUNTY to enter into or perform this Agreement or to undertake the Project hereunder.

6. Submission of Proceedings, Contracts and Other Documents: The COUNTY shall submit to the DEPARTMENT such data, reports, records, contracts and other documents relating to the Project as the DEPARTMENT may reasonably require.

7. The total commitment from the DEPARTMENT for the Project is \$5,000.00 (Five Thousand Dollars and No/100) per year for fiscal years 2008/2009, 2009/2010, 2010/2011, 2011/2012 and 2012/2013 which totals \$25,000.00 (Twenty Five Thousand Dollars and No/100). All payments to the COUNTY will be in accordance with Exhibit "B", the Payout Schedule and will be subject to Legislative approval and appropriation.

(A) **Advanced Pay Method:** The first advance payment from the DEPARTMENT to the COUNTY will be after receipt of an invoice. Each yearly invoice subsequent to the first invoice from the COUNTY must contain complete documentation, to substantiate how funds were used on the prior year's advance. The COUNTY must certify on each invoice that the costs are valid and have been incurred by the COUNTY. The Advance Payment approval was received from the DEPARTMENT'S Comptroller on September 17, 2008.

(B) In the event that there are remaining funds after the Project is completed or if the Project is terminated, the COUNTY shall refund the balance to the DEPARTMENT within forty (40) days of the completion or termination of the Project. Interest at the rate established by Section 215.422 of the Florida Statutes shall be paid by the COUNTY if the refund is not made within the required time.

8. The COUNTY which is providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt of an invoice, the DEPARTMENT has twenty (20) working days to inspect and approve the goods and services. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable to the COUNTY, in addition to the invoice amount. Interest penalties of less than one dollar (\$1.00) will 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. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a State Agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.

9. The COUNTY agrees to keep complete records and accounts in order to record complete and correct entries as to all costs, expenditures and other items incidental to the work for this Project. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT at all times during the period of this Agreement and for a period of five (5) 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 contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

10. In the event this Agreement is in excess of TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"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 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 \$25,000.00 and which have a term for a period of more than one year."

11. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the legislature. The parties agree that in the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving written notice to the COUNTY to that effect.

12. Audits: The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the LOCAL GOVERNMENT agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews,

investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## AUDITS

### PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. If applicable, 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 OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

### PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. If applicable, EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the DEPARTMENT by this Agreement. In determining the state financial assistance expended in its fiscal year, the



recipient shall consider all sources of state financial assistance, including state financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

### PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to Project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Dianne Peek-Audit Analyst  
719 South Woodland Blvd. MS-522  
DeLand, Florida 32720

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the DEPARTMENT for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Florida Department of Transportation  
Attn: Dianne Peek-Audit Analyst  
719 South Woodland Blvd. MS-522  
DeLand, Florida 32720

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Dianne Peek-Audit Analyst  
719 South Woodland Blvd. MS-522  
DeLand, Florida 32720

3. Copies of financial reporting packages required by PART II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Dianne Peek-Audit Analyst  
719 South Woodland Blvd. MS-522  
DeLand, Florida 32720

B. The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The DEPARTMENT at each of the following addresses:

Florida Department of Transportation  
Attn: Dianne Peek-Audit Analyst  
719 South Woodland Blvd. MS-522  
DeLand, Florida 32720

5. 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.

6. 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.

#### PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, 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, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

13. After written notice and a reasonable opportunity to cure, either party may unilaterally cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received by such party in conjunction with this Agreement.

14. This Agreement shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

15. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all prior negotiations, correspondence, conversation, agreements, or understanding applicable to the matters contain

herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

16. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement

17. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

|                                                                                        |                                                                                  |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Shirley Matthews                                                                       | Mary Hamilton                                                                    |
| JPA Coordinator/MS 4-522                                                               | Senior Environmental Scientist/MS 553                                            |
| 719 South Woodland Boulevard                                                           | 719 South Woodland Boulevard                                                     |
| DeLand, Florida 32720-6834                                                             | DeLand, Florida 32720-6834                                                       |
| PH: (386) 943-5452                                                                     | PH: (386) 943-5452                                                               |
| <a href="mailto:shirley.matthews@dot.state.fl.us">shirley.matthews@dot.state.fl.us</a> | <a href="mailto:mary.hamilton@dot.state.fl.us">mary.hamilton@dot.state.fl.us</a> |

**SEMINOLE COUNTY**

Kim Ornberg  
Roadway Operations/Stormwater Department  
520 West Lake Mary Boulevard, Suite 200  
Sanford, Florida 32773  
(407) 665-5738  
[kornberg@seminolecountyfl.gov](mailto:kornberg@seminolecountyfl.gov)

18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed 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 any public entity, and may not transact business with any public entity.

IN WITNESS WHEREOF, the COUNTY has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and the DEPARTMENT has executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
MARANNE MORSE, Clerk to the Board of  
County Commissioners of Seminole  
County, Florida

BY: \_\_\_\_\_  
BRENDA CAREY, Chairman  
Date: \_\_\_\_\_

For the use and reliance of Seminole  
County only. Approved as to form and  
legal sufficiency.

As authorized for execution by the Board of County  
Commissioners at their \_\_\_\_\_,  
2008 regular meeting.

\_\_\_\_\_  
County Attorney

[Signatures continued on next page]

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Name: George Lovett  
Title: Director of Transportation Development

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Executive Secretary (Seal)

Legal Review

\_\_\_\_\_  
General Counsel

Financial Provisions Approved by the  
Department Comptroller on:

\_\_\_\_\_

Authorization Received From  
The Comptroller's Office As  
To Availability of Funds:

\_\_\_\_\_

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

**Financial Management Number: 424797-1-58-01**

**Financial Management Number: 243844-1-74-06**

The DEPARTMENT shall provide for the annual contribution of funds to Seminole County Road Operations & Stormwater Division/Water Quality Section in order to share in the costs associated with the water quality monitoring program, public education program, and solicitation of public input for identification of illicit discharges, to satisfy requirements of the DEPARTMENT and Co-Permittees Municipal Separate Storm Sewer System (MS4) National Pollutant Discharge Elimination System (NPDES) permit FLS000038.

The Services the COUNTY will provide are as follows:

Item No. 1. Conduct water chemistry monitoring and biological assessment, which include staff time and analytical laboratory fees, as required by the permit.

Item No. 2. Maintain the Seminole Watershed Atlas, which provides:

- Water quality educational outreach;
- Reporting of illicit discharges by the public; and
- Additional public educational outreach



## **EXHIBIT “B”**

### **Associated Costs:**

The annual payments should be made to the COUNTY by October 31 of each year or if after that date, when an invoice is received with required documentation. The amount of each payment shall be \$5,000.00 (Five Thousand Dollars and No/100) per year for fiscal years 2008/2009, 2009/2010, 2010/2011, 2011/2012 and 2012/2013 which totals \$25,000.00 (Twenty Five Thousand Dollars and No/100). See Payout Schedule below:

### **PAYOUT SCHEDULE**

| Year             | Item<br>No. 1 | Item<br>No. 2 | Total<br>Disbursed<br>Per Year |
|------------------|---------------|---------------|--------------------------------|
| October 31, 2008 | \$3,000.00    | \$2,000.00    | \$5,000.00                     |
| October 31, 2009 | \$3,000.00    | \$2,000.00    | \$5,000.00                     |
| October 31, 2010 | \$3,000.00    | \$2,000.00    | \$5,000.00                     |
| October 31, 2011 | \$3,000.00    | \$2,000.00    | \$5,000.00                     |
| October 31, 2012 | \$3,000.00    | \$2,000.00    | \$5,000.00                     |
| <b>TOTAL</b>     |               |               | <b>\$25,000.00</b>             |

## **EXHIBIT “C”**

### **RESOLUTION/MINUTES**

**Financial Management Number: 424797-1-58-01**

EXHIBIT – 1

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -  
\$ (*amount*)

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. Etc.

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program (*list Federal agency, Catalog of Federal Domestic Assistance title and number*) -  
\$ (*amount*)

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*) -  
\$ (*amount*)

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Robinson property**DEPARTMENT:** County Attorney's Office**DIVISION:** Litigation**AUTHORIZED BY:** Lola Pfeil**CONTACT:** Sharon Sharrer**EXT:** 7257**MOTION/RECOMMENDATION:**

Robinson property. Approve proposed pre-trial settlement relating to Parcel Number 123 on the County Road 15 road improvement project. The proposed settlement is at the total sum of \$169,928.25 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. Judge Dickey.

District 5 Brenda Carey

Robert A. McMillan

---

**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends the Board approve the proposed pre-trial settlement relating to Parcel Number 123 on the County Road 15 road improvement project. The proposed settlement is at the total sum of \$169,928.25 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.

**ATTACHMENTS:**

1. Robinson property

|                                                           |
|-----------------------------------------------------------|
| <b>Additionally Reviewed By:</b><br>No additional reviews |
|-----------------------------------------------------------|



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney Ext. 5736 *David G. Shields*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department  
Antoine Khoury, P.E./Assistant County Engineer/Engineering Division *ASK 9-30-B*

DATE: October 3, 2008

RE: Settlement Authorization  
County Road 15  
Parcel No. 123; Patricia A. Robinson  
Seminole County v. Timothy A. Waddle, et al.  
Case No. 2007-CA-1604-0111-13-W

This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel No. 123 at \$169,928.25 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. The case was set for trial on October 20, 2008, and settlement was reached after completion of pre-trial depositions

**I. THE PROPERTY:**

**A. Location Data**

The subject property is located at the northeast corner of C15 and Iowa Street in a portion of unincorporated Seminole County. A location map is attached as Exhibit A.

**B. Property Address**

The street address is 521 Monroe Road, Sanford, Florida 32771. A parcel sketch is attached as Composite Exhibit B.

**II AUTHORITY TO ACQUIRE.**

The BCC adopted 2007-R-71 on April 10, 2007 authorizing the acquisition of Parcel No. 123. The C15 road improvement project was found to be necessary and serves a public purpose and in the best interests of the citizens of Seminole County.

The Order of Take occurred on August 27, 2007, with title vesting in Seminole County on September 4, 2007, the date of the good faith deposit in the amount of \$62,000.00 for this parcel.

### **III ACQUISITIONS AND REMAINDER**

The acquisition of Parcel No. 123 is 8,183 square feet in fee simple from a parent tract of 64,198 square feet with a remainder of 57,445 square feet.

### **IV APPRAISED VALUES**

The County's original report dated September 29, 2006, was prepared by Florida Realty Analysts, Inc. The appraisal report opined full compensation to be \$52,000.00. The updated report for the order of take hearing dated July 25, 2007, opined \$55,300.00. The trial appraisal dated September 19, 2008 reported the same compensation as the update appraisal. By agreement of the parties, \$62,000.00 was deposited as the "good faith estimate of value" based on the County's first written offer.

The property owner's appraisal report prepared by Erickson Appraisers, Inc. opined the value of Parcel No. 123 at \$226,000.00. The owner's trial appraisal opined the value to be \$375,000.00.

### **V BINDING OFFER/STATUS OF THE CASE**

The County's initial written offer was \$62,000.00 exclusive of costs and attorney fees. The owner's initial position exclusive of costs and attorney fees was the \$226,000.00 appraisal amount. The owner's appraisal updated for trial was \$375,000.00 and the owner increased her position to that amount exclusive of costs and attorney fees. After extensive negotiations, the parties agreed on \$130,000.00 as the owner's compensation exclusive of costs and attorney fees.

### **VI ATTORNEY'S FEES AND COSTS.**

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$22,440.00. The sum is statutorily computed based upon a settlement sum of \$130,000.00 less a first written offer of \$62,000.00 to produce a benefit of \$68,000.00.

B. Expert's Fees/Costs. The owner's claim of \$17,488.25 for experts' fees and costs are reasonable for the referenced parcel. The breakdown is as follows:

|            |           |
|------------|-----------|
| \$7,592.00 | Appraiser |
| \$9,896.25 | Engineer  |

### **VII COST AVOIDANCE**

The difference between the County's \$55,300.00 appraisal value and the owner's \$375,000.00 appraisal value was \$319,700.00. Two major factors accounted

for this difference. One was the differences between the comparable sales selected by the County's appraiser and the owner's appraiser. The other factor was the recommendation from the owner's engineer that fill dirt was needed to prevent drainage problems. The County's engineering expert concluded no fill was necessary.

Both appraisals appear to represent good faith efforts to arrive at a fair valuation. When faced with two "reasonable," but differing appraisals, juries might reasonably be expected to return a verdict around midpoint. The midpoint of the two appraisals is \$215,150.00. A settlement at \$130,000.00 is substantially below midpoint and reasonable under the circumstances of the case. The settlement is also reasonable in that it avoids an additional potential exposure of \$245,000.00 (the difference between the owner's appraisal and the settlement), plus additional costs and attorney fees.

## **VIII RECOMMENDATION**

County staff recommends that the BCC approves this pre-trial settlement at \$169,928.25 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

DGS/dre

Attachments

Exhibit A – Location Map

Exhibit B - Sketch

P:\Users\Dedge\My Documents\Mem\Agenda Item Waddle Robinson 123 Settlement.Doc



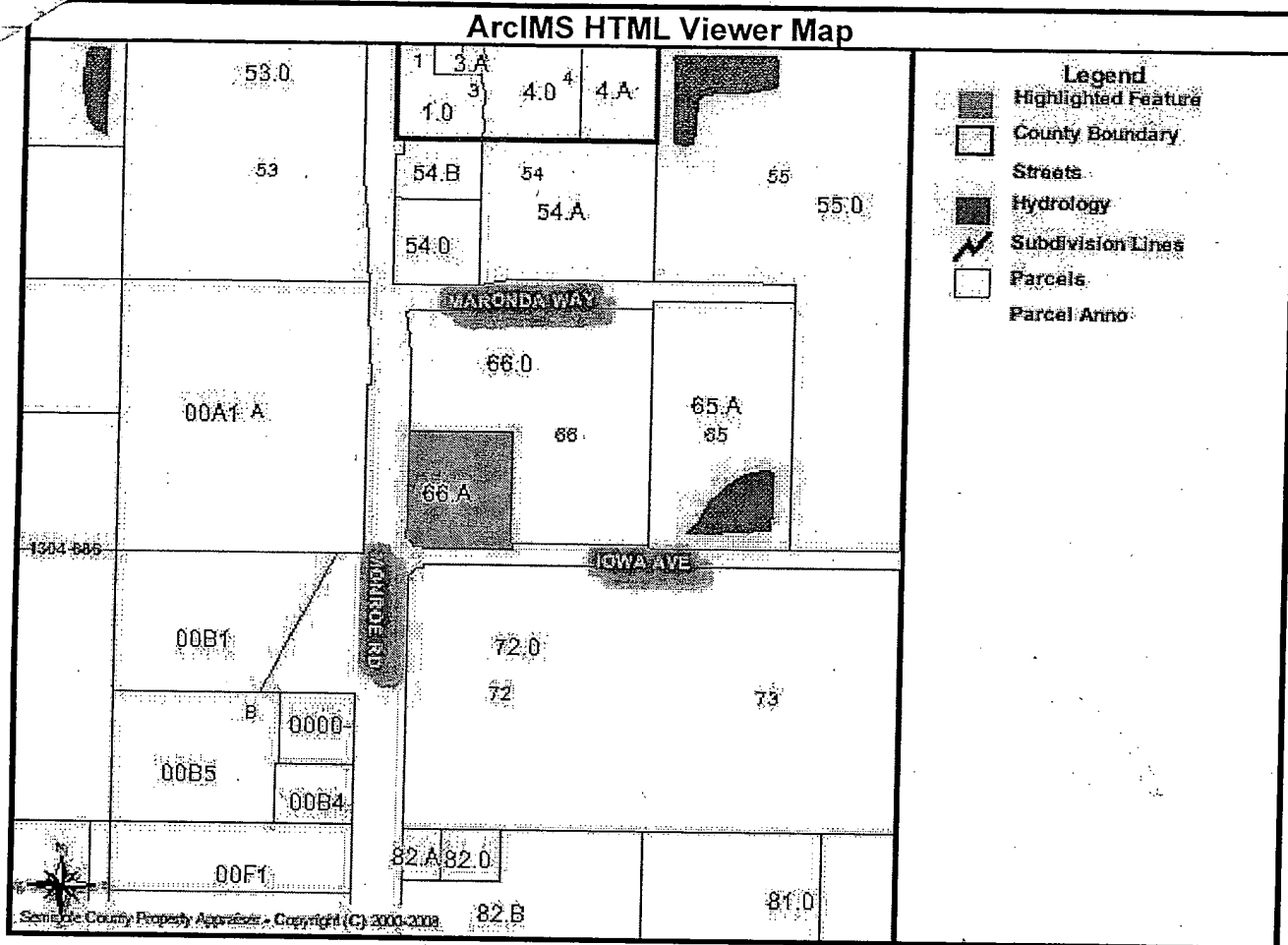


EXHIBIT A

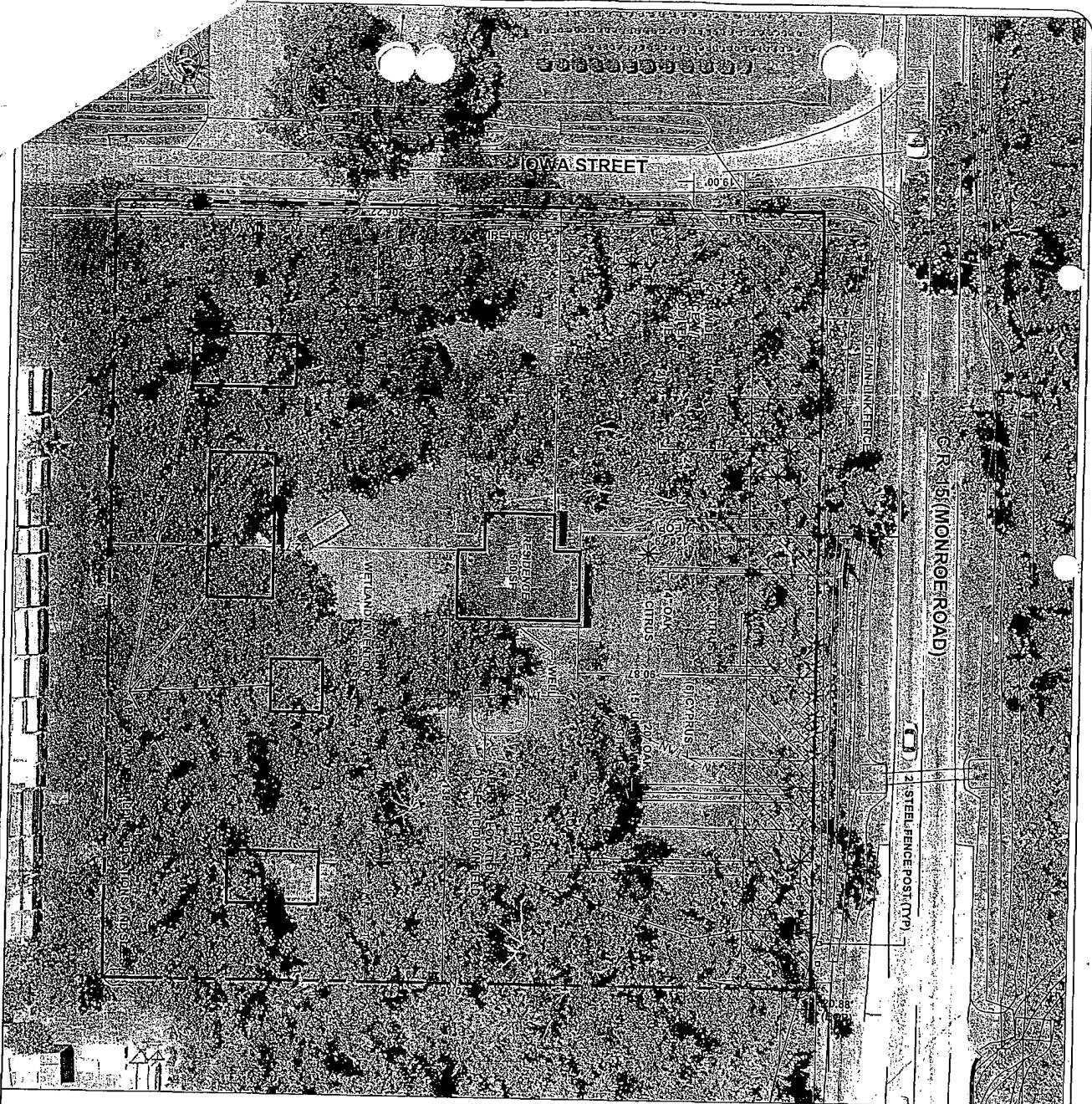
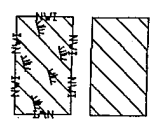


EXHIBIT B

PARENT TRACT  
 AREA OF TAKE  
 REMAINDER TRACT  
 PROPERTY LINE  
 AREA OF TAKE  
 AREA OF WETLAND  
 IN TAKE - 1,430 SF



1.831 AC  
 8,183 SF  
 1.643 AC

PARENT TRACT : WITH TAKING SHOWN

PARCEL 123  
 C.R. 15 / MONROE ROAD  
 SEMINOLE CO., FLORIDA



gai consultants  
 618 East South Street, EB 9915  
 Orlando, Florida 32801  
 407-423-8338

SHEET: 2  
 PROJECT NUMBER:  
 100055206  
 FILE NAME: 0012344

|                  |     |                    |
|------------------|-----|--------------------|
| BLDG EOP SETBACK | PHP | 10/20/06           |
| SCALE AS SHOWN   |     |                    |
| DRAWN            | PHP | APPROVED JMS       |
| CHECKED          | PCD | APP. DATE 10/24/06 |



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Waddle property

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Litigation

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Sharon Sharrer

**EXT:** 7257

**MOTION/RECOMMENDATION:**

Waddle property. Approve proposed mediated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$70,000.00 inclusive of all compensation to the owners, attorney fees, statutory interest and all costs except for the appraiser's fee. Judge Dickey.

District 5 Brenda Carey

Robert A. McMillan

---

**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve the proposed mediated settlement relating to Parcel Number 111 on the County Road 15 road improvement project in the amount of \$70,000.00 inclusive of all compensation to the owners, attorney fees, statutory interest and all costs except for the appraiser's fee.

**ATTACHMENTS:**

1. Waddle property

|                                                           |
|-----------------------------------------------------------|
| <b>Additionally Reviewed By:</b><br>No additional reviews |
|-----------------------------------------------------------|



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*  
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*  
Antoine Khoury, P.E./Assistant County Engineer/Engineering Division *AK 9-29-08*

DATE: September 29, 2008

RE: Settlement Authorization  
County Road 15 (CR 15)  
Parcel No. 111; Timothy and Rhonda Waddle  
Seminole County v. Timothy A. Waddle, et al.  
Case No. 2007-CA-1604-0111-13-W

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This Memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel No. 111 at \$70,000.00, inclusive of all compensation to the owners, attorney fees, statutory interest and all costs **except for the appraiser's fee.**

**I. THE PROPERTY:**

**A. Location Data**

The subject property is located at the northwest corner of C15 and unpaved Narcissus Avenue in a portion of unincorporated Seminole County. A location map is attached as Exhibit A.

**B. Property Address**

The street address is 340 Monroe Road, Sanford, Florida 32771. A parcel sketch is attached as Composite Exhibit B.

**II AUTHORITY TO ACQUIRE.**

The BCC adopted Resolution No. 2007-R-71 on April 10, 2007 authorizing the acquisition of Parcel No. 111. The C15 road improvement project was found to be necessary and serves a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on August 27, 2007, with title vesting in

Seminole County on September 4, 2007, the date of the good faith deposit in the amount of \$40,500.00 for this parcel as agreed by the parties.

### **III ACQUISITIONS AND REMAINDER**

The acquisition of Parcel No. 111 is 3,670 square feet in fee simple from a parent tract of approximately 40,614 square feet with a remainder of approximately 36,952 square feet.

### **IV APPRAISED VALUES**

The County's original report dated August 4, 2006, was prepared by Florida Realty Analysts, Inc. The appraisal report opined full compensation to be \$30,200.00. The updated report for the order of take hearing dated July 25, 2007, reported the same value for the parcel. By agreement of the parties, \$40,500.00 was deposited as the "good faith estimate of value" based on the County's first written offer.

The property owners' appraisal report prepared by Ward Valuation Services, LLC reported full compensation at \$88,200.00 as of September 4, 2007.

### **V BINDING OFFER/NEGOTIATION**

The County's initial written offer was \$40,500.00. The BCC approved an Offer of Judgment which was served to the property owners on July 25, 2008 in the amount of \$45,000.00.

### **VI ATTORNEY'S FEES AND COSTS**

Attorney's fees and costs, except for the appraiser's fee, are included in this settlement. As such, the attorney fees are not based on a statutory computation and the attorney fees and costs are not specifically allocated. A comprehensive settlement was attempted, but the \$40,000.00 fee claimed by the property owners' appraiser is unreasonable and the appraiser would not lower his fee to a reasonable amount. It appears that a cost hearing will be necessary to determine the appraiser's fee.

### **VII COST AVOIDANCE**

The difference between the County's \$30,200.00 appraisal value and the owners' \$88,200.00 appraisal value is \$58,000.00. Both appraisals appear to represent good faith efforts to arrive at a fair valuation. The \$70,000.00 settlement is \$10,800.00 above the midpoint (\$59,200.00) between the parties' respective appraisals, but the attorney and two experts, an engineer and a contractor, are to be paid out of the \$10,800.00 amount which is reasonable. The settlement of the owners' compensation, attorney fees and two of the three experts is therefore reasonable.

Only the appraiser's unreasonable claimed fee prevented a global settlement of this parcel. Settling the other claims related to this parcel is especially appropriate, however, because continued litigation of all claims with the owners would likely lead to a higher and even more unreasonable claim from the appraiser, in addition to higher costs from the other experts. By approving this settlement, the County limits its remaining exposure for this parcel to the appraiser fee only.

It should also be pointed out that the Florida Rules of Civil Procedure do not permit a hearing on the appraiser's fee until after entry of the final judgment for the owners' direct compensation, whether the judgment is agreed to or the result of a trial.

## **VIII RECOMMENDATION**

County staff recommends that the BCC approves this mediated settlement at \$70,000.00 inclusive of all compensation to the owners, attorney fees, and statutory interest and all costs **except for the appraiser's fee.**

DGS/dre

Attachments

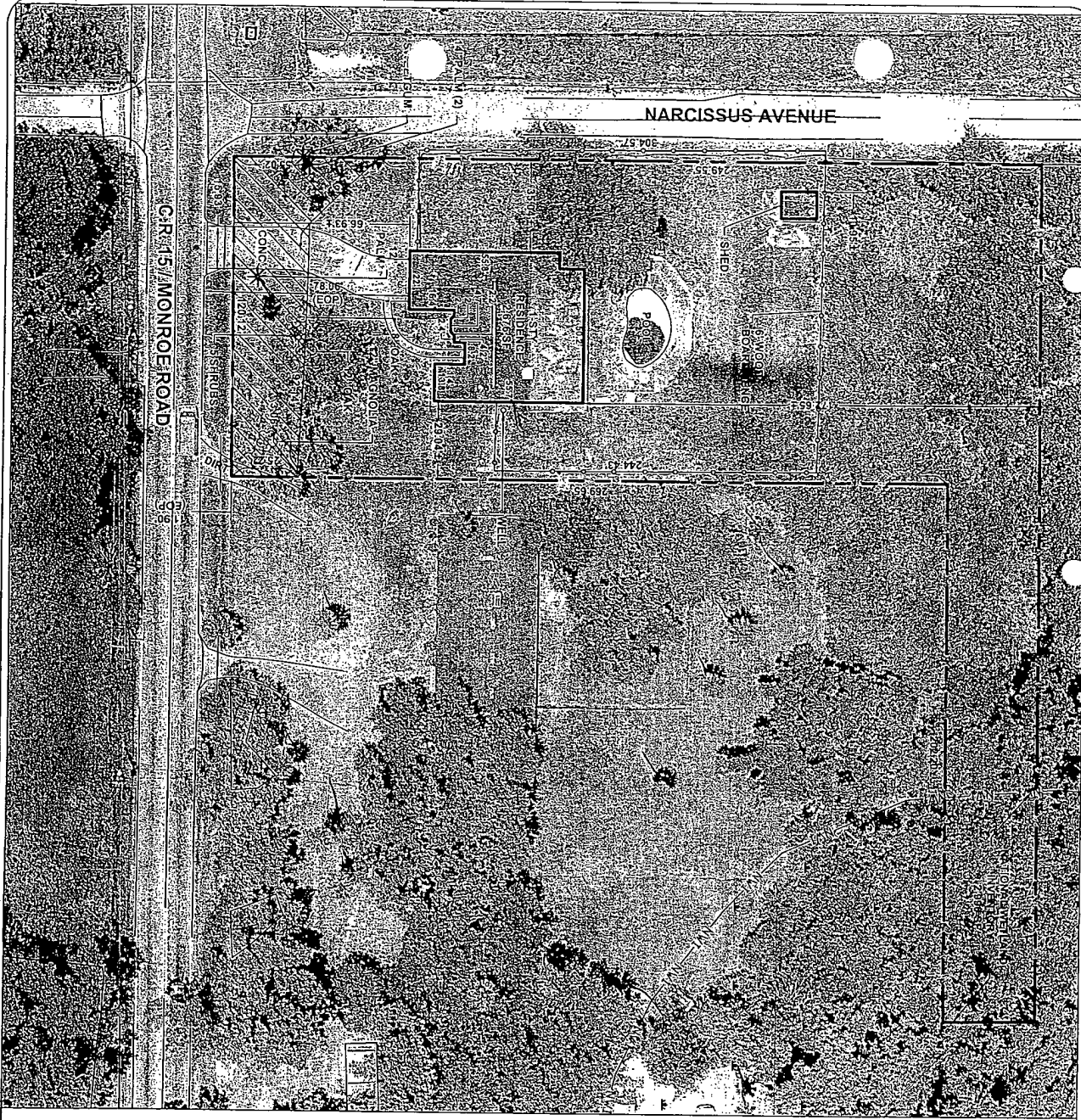
Exhibit A – Location Map

Exhibit B – Sketch

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PARENT TRACT  
 AREA OF TAKE  
 REMAINDER TRACT  
 PROPERTY LINE  
 AREA OF TAKE



PARENT TRACT : WITH TAKING SHOWN

PARCEL 111  
 C.R. 15 / MONROE ROAD  
 SEMINOLE CO., FLORIDA

|                   |     |           |
|-------------------|-----|-----------|
| BLDG. EOP SETBACK | PHP | 8/24/06   |
| ADD 6 SERVUS      | PHP | 8/21/06   |
| BLDG. AREA        | PHP | 8/21/06   |
| SCALE AS SHOWN    |     |           |
| DRAWN             | PHP | APPROVED  |
| CHECKED           | DCR | APP. DATE |

EXHIBIT B



gal consultants  
 618 East South Street, EB 9315  
 Orlando, Florida 32801  
 407-423-8398

SHEET: 2  
 PROJECT NUMBER:  
 10000000  
 FILE NAME: 001111.dwg



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Subordination of Utility Interest Agreement

**DEPARTMENT:** County Attorney's Office

**DIVISION:** Property Acquisition

**AUTHORIZED BY:** Lola Pfeil

**CONTACT:** Sharon Sharrer

**EXT:** 7257

**MOTION/RECOMMENDATION:**

Execute Subordination of Utility Interest Agreement. Subordination of Utility Interest Agreement (Parcel Numbers 100B, 130, and 145A/145B/745) between Seminole County and Florida Power & Light Company, in conjunction with the County Road 15 road improvement project.

District 5 Brenda Carey

Robert A. McMillan

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**BACKGROUND:**

see attached

**STAFF RECOMMENDATION:**

Staff recommends the Board execute the Subordination of Utility Interest Agreement (Parcel Numbers 100B, 130, and 145A/145B/745) between Seminole County and Florida Power & Light Company, in conjunction with the County Road 15 road improvement project.

**ATTACHMENTS:**

1. Subordination of Utility Interest Agreement

|                                                           |
|-----------------------------------------------------------|
| <b>Additionally Reviewed By:</b><br>No additional reviews |
|-----------------------------------------------------------|



**COUNTY ATTORNEY'S OFFICE  
MEMORANDUM**

TO: Board of County Commissioners

FROM: Neil Newton, R/W-NAC, Major Projects Acquisition Coordinator. *NN*  
Ext. 5736

THROUGH: Matthew G. Minter, Deputy County Attorney *M. G. Minter*  
Ext. 5736 *plus 0005801*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department  
Antoine Khoury, P.E./Assistant County Engineer *AK 9.26-08*

DATE: September 25, 2008

SUBJECT: Easement / Agreement  
Florida Power & Light Company ("FPL")  
County Road 15 ("C15") road improvement project  
Parcel Nos. 100B, 130 and 145A/145B/745

---

This Memorandum requests approval by the Board of County Commissioners (BCC) and execution by the Chairman of a Subordination of Utility Interests agreement with respect to the easement / agreement interests of FPL relating to C15, particularly Parcel Nos. 100B, 130 and 145A/145B/745.

The BCC adopted Resolution No. 2007-R-71, on April 10, 2007, authorizing the acquisition of these parcels involved with C15 and finding that the C15 road improvement project is necessary and serves a public purpose and is in the best interests of the citizens of Seminole County.

The referenced parcels have all been acquired. FPL and Seminole County have worked diligently since February 2008 to secure this agreement. FPL has signed and tendered a recordable instrument, entitled Subordination of Utility Interests, for filing in the land records. Please see location map attached as Composite Exhibit A and a copy of the Subordination attached as Composite Exhibit B.

FPL's interest in the referenced parcels is an Easement and an Agreement. FPL has agreed to provide the subordination of its easement/agreement interests without charge.

NN/dre

Attachments:

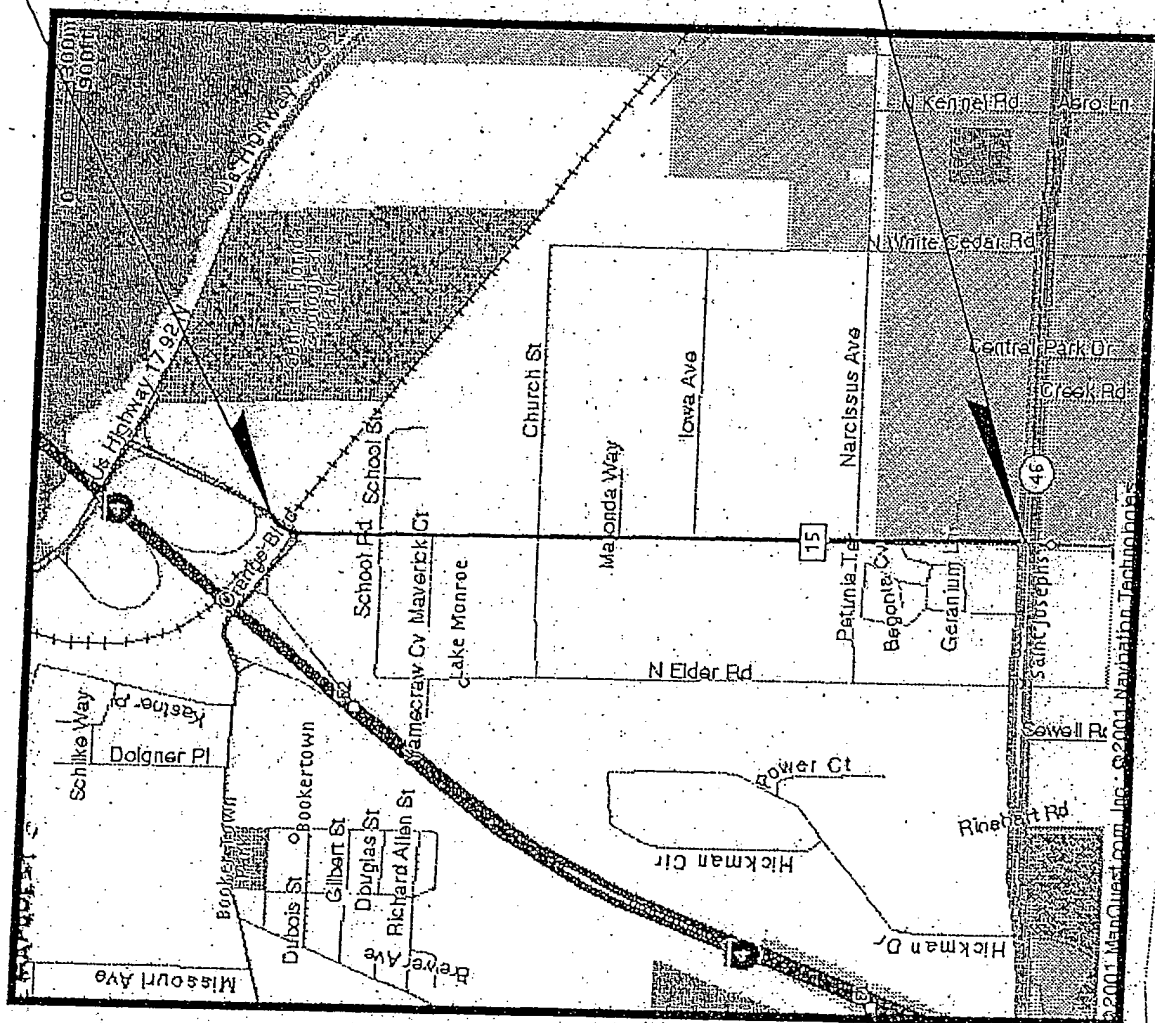
Composite Exhibit A - Location Map

Composite Exhibit B - Subordination Agreement

P:\Users\dedge\My Documents\MEM\Agenda Item C15 FPL Subordination.doc

END PROJECT  
STA 82+56.75

BEGIN PROJECT  
STA 20+54.96



## SUBORDINATION OF UTILITY INTERESTS

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between FLORIDA POWER & LIGHT COMPANY, whose address is C/o Corporate Real Estate, Post Office Box 14000, Juno Beach, FL 33408, hereinafter referred to as the "COMPANY", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

### WITNESSETH:

**WHEREAS**, the COMPANY presently has an interest in certain lands that have been determined necessary for use as right-of-way for additional traffic lanes and improved drainage facilities on County Road 15 a/k/a Monroe Road ("C15"); and

**WHEREAS**, the proposed use of these lands for use as right-of-way for additional traffic lanes and improved drainage facilities purposes on C15 will require subordination of the interest claimed in such lands by the COMPANY to the COUNTY; and

**WHEREAS**, the COUNTY is willing to pay to have the COMPANY's facilities relocated, if necessary, to prevent conflict between the facilities so that the benefits of each may be retained,

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, the COMPANY and the COUNTY agree as follows:

THE COMPANY subordinates any and all of its interest in the lands described as follows:

**PARCEL NO. 100 B  
FEE SIMPLE**

**COUNTY ROAD 15**

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS BOOK 3605, PAGE 554, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA LESS THAT PORTION DESCRIBED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 631.42 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF COUNTY ROAD 15,

ACCORDING TO MAP BOOK 3, PAGE 8, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES AND DISTANCES; SOUTH 01°18'16" EAST, A DISTANCE OF 79.43 FEET; SOUTH 00°37'01" EAST, A DISTANCE OF 14.49 FEET; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, NORTH 89°58'30" EAST, A DISTANCE OF 23.62 FEET TO A POINT LYING 50 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA FOR A POINT OF BEGINNING; THENCE SOUTH 00°09'31" EAST, AND PARALLEL WITH SAID EAST LINE, A DISTANCE OF 283.39 FEET TO THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF STATE ROAD 46; THENCE NORTH 88°14'52" WEST, ALONG SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 16.51 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 00°09'31" WEST, A DISTANCE OF 282.88 FEET; THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 16.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 4672 SQUARE FEET MORE OR LESS.

**PARCEL I. D. NUMBER/PARCEL NO. 100B: 16-19-30-5AC-0000-00K0**

**PARCEL NO. 130  
FEE SIMPLE**



**COUNTY ROAD 15**

THAT PORTION OF LOT 45, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 45, SAID W. BEARDALL'S MAP OF ST. JOSEPH'S, SAID POINT BEING AT THE INTERSECTION OF THE EASTERLY EXISTING RIGHT-OF-WAY LINE OF COUNTY ROAD 15, AND THE NORTHERLY EXISTING RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE NORTH 00°19'59" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°19'59" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 302.01 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID LOT 45 AND A POINT OF INTERSECTION IN SAID EASTERLY EXISTING RIGHT-OF-WAY LINE; THENCE NORTH 89°51'54" EAST, ALONG SAID NORTH LINE AND SAID EASTERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 21.50 FEET; THENCE DEPARTING SAID NORTH LINE, SOUTH 00°19'59" EAST, A DISTANCE OF 297.04 FEET; THENCE SOUTH 45°19'55" EAST, A DISTANCE OF 7.11 FEET TO A POINT LYING 20 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE AFOREMENTIONED NORTHERLY EXISTING RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE SOUTH 89°57'25" WEST, AND PARALLEL

WITH SAID NORTHERLY EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 26.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,506 SQUARE FEET, MORE OR LESS.

**AND**

**FEE SIMPLE**

**COUNTY ROAD 15**

THAT PORTION OF "THE SOUTHWEST ¼ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE SOUTH ¼ OF LOT 45, W. BEARDALL'S MAP OF ST. JOSEPH'S AS RECORDED IN SAID PLAT BOOK 1, PAGE 114, ALSO BEING THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 15 AND THE NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE RUN N00°19'59"W ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN N89°57'31"E ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL TO SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 26.53 FEET; THENCE RUN S45°19'54"E A DISTANCE 28.43 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF CHURCH STREET; THENCE RUN S89°57'31"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 46.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 732 SQUARE FEET MORE OR LESS.

**AND**

**DRAINAGE AND UTILITY EASEMENT**

THE SOUTH 10.00 FEET (PART "A") AND THE NORTH 10.00 FEET OF THE SOUTH TWENTY FEET (PART "B") OF THE FOLLOWING DESCRIBED PARCEL;

"THE SOUTHWEST ¼ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL



RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "A")

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "B")

CONTAINING AN AGGREGATE OF 4616 SQUARE FEET MORE OR LESS

**AND**

**SIDEWALK EASEMENT**

THE NORTH 10.00 FEET OF THE SOUTH TWENTY FEET (PART "B") OF THE FOLLOWING DESCRIBED PARCEL;

" THE SOUTHWEST ¼ OF LOT 45 (LESS THAT PART LYING EAST OF CANAL) OF ST. JOSEPH'S, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 114, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA". AND BEING THE SAME AS THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4927, PAGE 1469 OF SAID SEMINOLE COUNTY, PUBLIC RECORDS.

CONTAINING 2308 SQUARE FEET MORE OR LESS (PART "B")

**PARCEL I. D. NUMBER/PARCEL NO. 130: 16-19-30-5AC-0000-045B**

**PARCEL NOS. 145A AND 145B  
FEE SIMPLE**

**COUNTY ROAD 15**

**PART A**

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 609.50 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°58'30" EAST, A DISTANCE OF 21.91 FEET TO THE WESTERLY MAINTAINED RIGHT-OF-WAY LINE OF COUNTY ROAD

15, ACCORDING TO MAP BOOK 3, PAGE 8, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING (2) TWO COURSES AND DISTANCES; SOUTH 01°18'16" EAST, A DISTANCE OF 79.43 FEET; SOUTH 00°37'01" EAST, A DISTANCE OF 14.49 FEET; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY LINE, RUN SOUTH 89°58'30" WEST, A DISTANCE OF 23.62 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 93.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2144 SQUARE FEET MORE OR LESS.

**AND ALSO:**

**PART B**

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 4316, PAGE 1707, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 604.15 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89°58'30" EAST, A DISTANCE OF 5.35 FEET; THENCE SOUTH 00°09'31" EAST, A DISTANCE OF 93.90 FEET; THENCE SOUTH 89°58'30" WEST, A DISTANCE OF 16.50 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 54.06 FEET; THENCE NORTH 15°29'01" EAST, 41.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 1327 SQUARE FEET MORE OR LESS.

**TOGETHER WITH**

**PARCEL NO. 745  
TEMPORARY CONSTRUCTION EASEMENT**

**COUNTY ROAD 15**

THAT PORTION OF LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S, ACCORDING TO THE PLAT BOOK 1, PAGE 114, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT K, W. BEARDALL'S MAP OF ST. JOSEPH'S; THENCE SOUTH 00°08'32" EAST, ALONG THE WEST LINE OF SAID LOT K, A DISTANCE OF 307.30 FEET; THENCE DEPARTING SAID WEST

LOT LINE, NORTH 89°58'30" EAST, A DISTANCE OF 631.42 FEET; THENCE RUN SOUTH 15°29'01" WEST, A DISTANCE OF 41.34 FEET; THENCE RUN SOUTH 00°09'31" EAST, A DISTANCE OF 2.60 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°09'31" EAST, A DISTANCE OF 30.83 FEET; THENCE RUN SOUTH 89°50'29" WEST, A DISTANCE OF 8.60 FEET; THENCE RUN NORTH 00°09'31" WEST, A DISTANCE OF 30.83 FEET; THENCE RUN NORTH 89°50'29" EAST, A DISTANCE OF 8.60 FEET TO THE POINT OF BEGINNING.

CONTAINING 265 SQUARE FEET MORE OR LESS.

**PARCEL I.D. NUMBER/PARCEL NOS. 145A/145B/745: 16-19-30-5AC-0000-0980**

to the interest of the COUNTY, its successors, or assigns, for the purpose of constructing, improving, maintaining and operating a road, including drainage facilities, over, through, upon, and/or across such lands, including, but not limited to, the claim of interest based on the following:

| NATURE OF ENCUMBRANCE | DATE       | FROM OR AGAINST                           | IN FAVOR OF                   | RECORDED BOOK/PAGE |
|-----------------------|------------|-------------------------------------------|-------------------------------|--------------------|
| Easement              | 09/30/2003 | Westlake Supercenter Partners, Ltd.       | Florida Power & Light Company | 5042/1530          |
| Agreement             | 04/12/1926 | W.E. Oglesby and Elizabeth Wright Oglesby | Florida Power & Light         | 53/360             |

PROVIDED that the COMPANY has the following rights:

1. The COMPANY shall have the right to construct, operate, maintain, remove, and relocate facilities on, within, and upon the lands described herein. Any new construction or relocation of facilities within the lands will be subject to prior approval by the COUNTY's Engineer.
2. The COMPANY shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the COUNTY's facilities.

3. The COMPANY agrees to repair any damage to COUNTY facilities and to indemnify the COUNTY against any loss or damage resulting from the COMPANY exercising its rights outlined in Paragraphs 1 and 2 above.

4. Should the COUNTY require the COMPANY to alter, adjust, or relocate its facilities located within said lands, the COUNTY hereby agrees to pay the cost of such alteration, adjustment or relocation.

**IN WITNESS WHEREOF** the parties have executed this Agreement on the day and year first above written.

ATTEST:

FLORIDA POWER & LIGHT COMPANY

Patricia A. Mulligan  
Signature  
**Patricia A. Mulligan**

Print Name

By: Meier G. Wise  
Meier G. Wise  
North Area Real Estate Manager

Date: 9/10/08

STATE OF Florida  
COUNTY OF Volusia



I HEREBY CERTIFY that, on this 10 day of September, 2008, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Meier G. Wise, as Manager of Corporate Real Estate of FLORIDA POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Florida, who is personally known to me or has produced \_\_\_\_\_ as identification and has acknowledged before me that he executed the foregoing instrument as such official in the name and on behalf of the corporation.

Patricia A. Mulligan  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 11-15-09



[Signatory block continues on page 8]

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2008, regular meeting

\_\_\_\_\_  
County Attorney

NN\dre

09/09/08

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**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Expenditure & Payroll Approval Lists; BCC Minutes & Clerk's Received and Filed

**DEPARTMENT:** Clerk's Office

**DIVISION:**

**AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Sandy McCann    **EXT:** 7662

**MOTION/RECOMMENDATION:**

Approval of Expenditure Approval Lists dated September 22, 29 & October 6, 2008; and Payroll Approval Lists dated October 2, 2008; and BCC Minutes dated September 23, 2008; Clerk's "Received and Filed" - for information only.

County-wide

Dave Godwin

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**BACKGROUND:**

See attached Clerk's Report.

**STAFF RECOMMENDATION:**

Staff recommends Board approval of Expenditure Approval Lists dated September 22, 29 & October 6, 2008; and Payroll Approval Lists dated October 2, 2008; and BCC Minutes dated September 23, 2008; Clerk's "Received and Filed" - for information only.

**ATTACHMENTS:**

1. Clerk's Report 10-28-08

|                                                           |
|-----------------------------------------------------------|
| <b>Additionally Reviewed By:</b><br>No additional reviews |
|-----------------------------------------------------------|

## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Expenditure & Payroll Approval Lists, BCC Minutes & Clerk's Received and Filed

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 10-28-2008 Regular ☐ Consent ☒ Work Session ☐ Briefing ☐

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### MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Approval Lists  
Approval of BCC Minutes

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### BACKGROUND:

1. Expenditure Approval Lists dated September 22, 29 & October 6, 2008; and Payroll Approval List dated October 2, 2008
2. BCC Minutes dated September 23, 2008
3. Clerk's "Received and Filed" - for information only

|              |  |
|--------------|--|
| Reviewed by: |  |
| Co. Att      |  |
| OMB          |  |
| Other        |  |
| DCM          |  |
| CM           |  |



**CLERK'S REPORT**  
**OCTOBER 28, 2008**

**I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE**

**A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS**

Expenditure Approval Lists dated September 22, 29 & October 6, 2008, and Payroll Approval List dated October 2, 2008, presented.

ACTION REQUESTED: Motion approving same.

**II. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE**

**A. OFFICIAL BCC MINUTES**

Request approval of BCC Minutes dated September 23, 2008.

ACTION REQUESTED: Motion approving same.

**B. RECEIVED AND FILED - For Information Only**

1. Assistant & Associate Tennis Pro Agreement with Chelsea Maratta.
2. Parks Contract for Services with Tracy Morgan.
3. Close-out Documents for CC-2546-07.
4. Amendment #2 to M-3540-DRR.
5. W.O. #14 to CC-1284-06.
6. Amendment #1 to W.O. #28 to PS-1529-06.
7. Close-out of W.O. #8 to CC-1284-06.
8. Amendment #2 to W.O. #1 to RFP-0996-06.
9. W.O. #39 to PS-1074-06.
10. W.O. #9 to CC-2190-07.

11. First Amendment to Consultant Services Agreement (PS-5150-03).
12. W.O. #11 to C.O. #1 to CC-1284-06.
13. Amendment #1 to M-3164-08.
14. Amendment #1 to M-3165-08.
15. W.O. #43 to PS-1529-06.
16. Amendment #2 to W.O. #63 to PS-5150-03.
17. W.O. #42 to PS-1529-06.
18. Amendment #2 to W.O. #13 to PS-5190-05.
19. Amendment #3 to RFP-0613-06.
20. C.O. #2 to RFP-0613-06.
21. W.O. #40 to PS-1074-06.
22. Parks Contracts for Services with Michael Zambito and Hugh Collins.
23. W.O. #2 to PS-2404-07.
24. C.O. #1 to CC-2945-07.
25. Basic Agreement #M-3939-08.
26. Second Amendment to RFP-4114-01.
27. Close-out Documents for CC-3371-08.
28. W.O. #21 to PS-1501-06.
29. Copy of Order Suspending Tariffs from the PSC re: Petition for waiver of rules by Progress Energy Florida.
30. Copy of Order Approving Amended Tariffs and Interconnection Agreement from the PSC re: Tampa Electric Co., progress Energy Florida, Gulf Power Co., FP&L, and Florida Public Utilities Co.

31. Clerk of Circuit Court Amended Budget for FY 2007-2008.
32. Copy of Memorandum to Denes Balo, Director of Clerk's Finance, acknowledging receipt of the Clerk's Amended Budget for FY 2007-2008.
33. Copy of Memorandum to County Manager, Cindy Coto, from Sandy McCann, Commission Records, dated October 3, 2008, re: Outstanding BCC documents.
34. Copy of Memorandum to Liz Parkhurst, Planning, from Sandy McCann, Commission Records, dated October 3, 2008, re: missing P&D documents.
35. Audit of the Alternative Fee Rate Studies conducted by the Clerk of the Circuit Court.
36. Customer Agreement for Reclaimed Water Rates and Reclaimed Water Flow, Distribution, Delivery and Spray Easement for Heathrow 3, LLC - Colonial Properties.
37. Conditional Utility Agreement for water with St. Petka Serbian Orthodox Church.
38. Acceptance Letter and Bill of Sale for water and sewer in I-4 Industrial Park 5th and 6th Sections.
39. Parks Contracts for the following: Tonya Abbott, Joe Amante, Julie Boop, Mike Bozeman, David Kulka, John Moffitt, Terry Myers, Cindy Nelson, Steve Nelson, Duane Smith, David Sweet, Keith Thrasher, and Max Wilkes.
40. CC-3458-08 Construction Services Agreement.
41. Customer Agreement for Reclaimed Water Rates for Lake Mary Senior Living, LLC - Lake Mary Senior Village.
42. Utility Agreements for water and sewer for The Institute of Internal Auditors, Inc.

43. Conditional Utility Agreements for Potable and Reclaimed Water & Sewer Service for Alaquia Investments, Inc./Deer Lake.
44. Development Order #08-30000083, Eve Carrington (Administrative Variance).
45. Development Order #08-38000003, David & Charlotte Roberts (Waiver).
46. D.O.'s from the Board of Adjustment Meeting June 23, 2008 as follows: #08-3000053, Rafeal Sanchez Pabon; #08-3000052, Wanda Melendez; #08-3000050, Michael Gallagher; #08-3000049, Dean Campbell; #08-3000048, Brian M. Hiler; #08-3000043, Mark Ruff; #08-3000046, Steven DeLoach; #05-3000045, Gilford Washington; #08-3000042, Terry Co, Jr.; #08-3000041, Leslie & Donna Martin; and #08-32000004, Mufid Habib.
47. Letter of Credit #3156 for the Burke, Hogue & Mills Office Building in the amount of \$963.99.
48. Development Order #07-22000011 for C.A. Stone West PUD Rezone, approved by the BCC on June 24, 2008.
49. Development Order #07-22000010 for C.A. Stone East PUD Rezone, approved by the BCC on June 24, 2008.
50. Right-of-way Maintenance Bond for Cornerstone Church in the amount of \$18,555.
51. Addendum #18 for the Wekiva Golf Club Townhomes, D.O. #08-20500007, as approved by the Planning Manager.
52. Revised & Restated Comfort Rooms PUD Development Order.
53. D.O.'s for the Board of Adjustment Meeting on September 22, 2008 as follows: #08-3200012, John Bush; #08-3200009, SS Oviedo Crossroads II LLC; #08-30000079, Dennis & Mary Dixon; #08-30000078, David & Charlotte Roberts; #08-30000077, John Gumula; #08-30000076, Bruce & Ruth Rhea; #08-

30000075, Regina Gross; #08-30000074, Paul & Marcia Hanover; #08-30000073, Freddie M. Morris & James Morris & Chasity Ferguson; #08-32000011, Lake Mary Fla. Congregation of Jehovah's Witnesses.

54. U.S. Department of Interior, U.S. Geological Survey Joint Funding Agreement for Florida Integrated Science Center - Orlando.
55. Customer Agreement for Reclaimed Water Rates for Kopez Investments, LLC - Little Pros Day Care.
56. Bill of Sale for water for the Burke Hogue & Mills Office Bldg.
57. Bids as follows: 600513-08; CC-3458-08; CC-3705-08; CC-3631-08; Presentation Documents for RFP-600453-08; and CD & Bid package for CC-3709-08.



## SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

**SUBJECT:** Budget Amendment Resolution

**DEPARTMENT:** Sheriff's Office

**DIVISION:**

**AUTHORIZED BY:** Sharon Peters, Sabrina O'Bryan    **CONTACT:** Penny Fleming    **EXT:** 6617

**MOTION/RECOMMENDATION:**

Board of County Commissioners approval of the attached BAR re-budgeting \$841,187.00 in prior year unexpended grant funds to the Sheriff's Office FY2008/09 budget.

County-wide

Penny Fleming

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**BACKGROUND:**

The Sheriff's Office is in the process of closing out its FY 2007/08 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 the following grants that will require re-budgeting in the total amount of \$841,187.

DOJ-JAG/Byrne Coalition - \$389,629 (revenue & expenses to be rebudgeted)

FDLE/Homeland Security Sustainment - \$16,100 (revenues & expenses to be re-budgeted)

FDLE/Homeland Security GAP - \$204,772 (revenues & expenses to be re-budgeted)

FDLE/Homeland Security Aviation - \$78,893 (revenues & expenses to be re-budgeted)

Child Protective Services - \$142,951 (funding received-inclusive of fund balance)

Community Based Care - \$8,842 (revenues & expenses to be re-budgeted)

Unexpended funds for these programs in the FY2007/08 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 FY2007/08 grant funds into the Sheriff's Office FY2008/09 budget so that these programs may continue.

**ATTACHMENTS:**

1. BAR 09-05

**Additionally Reviewed By:**

☐ Budget Review ( Karen Huffman, Lisa Spriggs )



2008-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: Re-budget of unexpended FY 2007/08 grant program funds

**FS Recommendation**K Huffman 10/14/08  
Analyst Date

Budget Manager Date

Director Date

09-05

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         | \$389,629        |
|                      |           | (DOJ – JAG/Byrne CFCJC)         |                  |
| 00100-334221         |           | Sheriff- State Grants           | \$16,100         |
|                      |           | (FDLE/Homeland Security Sust)   |                  |
| 00100-334221         |           | Sheriff- State Grants           | \$204,772        |
|                      |           | (FDLE/Homeland Security- GAP)   |                  |
| 00100-334221         |           | Sheriff- State Grants           | \$78,893         |
|                      |           | (FDLE/HomelandSecurity/Aviatio) |                  |
| 00100-334221         |           | Sheriff- State Grants           | \$8,842          |
|                      |           | (Comm. Based Care)              |                  |
| 00100-399999         |           | Beginning Fund Balance          | \$142,951        |
| <b>Total Sources</b> |           |                                 | <b>\$841,187</b> |

**Uses:**

| Account Number          | Project # | Account Title          | Amount            |
|-------------------------|-----------|------------------------|-------------------|
| 00100-021000-590963.220 |           | Transfer-Personal Svc  | \$468,605         |
| 00100-021000-590963.221 |           | Transfer-Operating Exp | \$75,067          |
| 00100-021000-590963.222 |           | Transfer-Capital       | \$297,515         |
| <b>Total Uses</b>       |           |                        | <b>\$ 841,187</b> |

**BUDGET AMENDMENT RESOLUTION**

This Resolution, 2008-R-\_\_\_\_\_ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida \_\_\_\_\_ as reflected in the minutes of said meeting.

Attest:

\_\_\_\_\_  
 Maryanne Morse, Clerk to the  
 Board of County Commissioners

By: \_\_\_\_\_  
 Brenda Carey  
 Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Entered by County Finance Department

Date: \_\_\_\_\_



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Budget Amendment Status Report FY 2007/08

**DEPARTMENT:** Fiscal Services

**DIVISION:** Budget

**AUTHORIZED BY:** Lisa Spriggs

**CONTACT:** Lin Polk

**EXT:** 7177

**MOTION/RECOMMENDATION:**

Information briefing.

County-wide

Lin Polk

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**BACKGROUND:**

Pursuant to Seminole County Administrative Code 22.5, Section I(3)(b), the Board of County Commissioners has empowered the County Manager or designee, as designated Budget Officer, to authorize specified intra-departmental budget amendments. In compliance with Section I(4)(b) of the referenced code, reporting is being provided to the Board of all budget amendments approved under the administrative authority granted and of budgetary performance and status throughout the fiscal year.

Seminole County Administrative Code 22.5, Section I (3)(b) authorizes the following:

"(i) Transfers of non-project appropriations within a fund or subfund and within a department or division that do not alter or amend a Department's or Division's Board approved work plan.

(ii) Transfers of appropriations among subfunds/business units and object classifications established to facilitate compliance with a specific grant funding agreement.

(iii) Transfers among sub-objects within a project within a fund or subfund or among a Family of Projects, when deemed necessary as a management tool.

(iv) Transfer from Project Contingency to provide additional funds required for a deficient capital outlay project.

(v) Transfer to Project Contingency from a capital outlay project upon completion of the unexpended budget.

(vi) Transfer required for the sole purpose of proper accounting treatment of the item, which do not modify the original budgetary intent."

Attached is status report of all intra-departmental budget amendments approved (under the administrative authority granted) for the period ending September 30, 2008.

**ATTACHMENTS:**

1. Budget Transfer Update
2. Infrastructure Sale Tax (1991) Project Contingency
3. Infrastructure Sale Tax (2001) Project Contingency
4. Arterial Impact Fee

|                                                           |
|-----------------------------------------------------------|
| <b>Additionally Reviewed By:</b><br>No additional reviews |
|-----------------------------------------------------------|

DFS REPORT  
FY 2008

| DFS #            | Date<br>Approved by<br>County<br>Manager | Fund Name                                            |                         | Division | From Business<br>Unit Name                          | To Business Unit<br>Name   | From (Object Class)                                    |                              | From Project<br>Name | To Project<br>Name | Amount       | Transfer<br>Type<br>I(3)(b) | Description                       |
|------------------|------------------------------------------|------------------------------------------------------|-------------------------|----------|-----------------------------------------------------|----------------------------|--------------------------------------------------------|------------------------------|----------------------|--------------------|--------------|-----------------------------|-----------------------------------|
|                  |                                          | Department                                           |                         |          |                                                     |                            | To (Object Class)                                      |                              |                      |                    |              |                             |                                   |
| 08-01 Thru 08-10 |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             |                                   |
| 08-11            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-12            | 10/16/07                                 | Natural Lands/Trails Bond Fund<br>Leisure Services   | Natural Lands           |          | Planning - Trails<br>32100                          |                            | Capital Outlay<br>Capital Outlay                       | Natural<br>Lands/Land        |                      |                    | \$ 16,849    | (iii)                       | Managerial Tracking.              |
| 08-13            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-14            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-15            | 10/23/07                                 | Natural Lands/Trails Bond Fund<br>Public Works       | Engineering             |          | Trails Development<br>2001                          |                            | Capital Outlay<br>Capital Outlay                       | Big Tree Park<br>Trailhead   |                      |                    | \$ 50,000    | (iii)                       | Managerial Tracking.              |
| 08-16            | 10/23/07                                 | Infrastructure Sales Tax Fund - 2001<br>Public Works | Engineering             |          | Engineering -<br>11541                              |                            | Capital Outlay<br>Grants & Aids                        | Red Bug Lake<br>Rd/St RD 436 |                      |                    | \$ 7,000,000 | (vi)                        | Accounting adjustment.            |
| 08-17            | 11/08/07                                 | General Fund<br>Administrative Services              | Fleet                   |          | Fleet Contract -<br>00100                           |                            | Operating Expenditures<br>Capital Equipment            |                              |                      |                    | \$ 2,600     | (i)                         | Supplemental funding - equipment. |
| 08-18            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    | -            |                             | Voided                            |
| 08-19            | 11/28/07                                 | General Fund<br>Constitutionals                      | Sheriff                 |          | Sheriff - Operations                                |                            | Personal Services<br>Capital Outlay                    |                              |                      |                    | \$ 77,900    | (vi)                        | Accounting adjustment.            |
| 08-20            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    | -            |                             | Voided                            |
| 08-21            | 11/30/07                                 | General Fund<br>Leisure Services                     | Parks & Recreation      |          | Sanlando Park                                       | Red Bug Lake Park          | Capital Equipment<br>Capital Equipment                 |                              |                      |                    | \$ 700       | (i)                         | Change in Allocation.             |
| 08-22            | 12/28/07                                 | Fire Protection Fund<br>Public Safety                | EMS/Fire                |          | Fire Rescue -<br>Operations                         |                            | Operating Expenditures<br>Grants & Aids                |                              |                      |                    | \$ 5,241     | (i)                         | Supplemental funding - CRA        |
| 08-23            | 01/09/08                                 | Infrastructure Sales Tax Fund - 1991<br>Public Works | Engineering             |          | Engineering                                         |                            | Capital Outlay<br>Capital Outlay                       |                              |                      |                    | \$ 648,000   |                             |                                   |
| 08-24 Thru 08-26 |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-27            | 01/29/08                                 | General Fund<br>Information Technology Services      | Development             |          | Business Analysis<br>and Application<br>Development |                            | Operating Expenditures                                 |                              | Modular Walls        |                    | \$ 8,700     | (vi)                        | Accounting adjustment.            |
| 08-28            | 02/05/08                                 | Self Insurance Fund<br>Administrative Services       | Support Services / Risk |          | Risk<br>Management/Safety                           | Support Services /<br>Risk | Capital Outlay<br>Other Uses<br>Operating Expenditures |                              |                      |                    | \$ 5,999,592 | (vi)                        | Accounting adjustment.            |
| 08-29            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-30            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |
| 08-31            | 04/15/08                                 | Information Technology Services                      | Director's Office       |          |                                                     |                            | Capital Outlay<br>Capital Outlay                       | Telephone<br>Refresh         | Telephone<br>Refresh |                    | \$ 650,000   | (vi)                        | Accounting adjustment.            |
| 08-32            |                                          |                                                      |                         | Voided   |                                                     |                            |                                                        |                              |                      |                    |              |                             | Voided                            |

**DFS REPORT  
FY 2008**

| DFS #         | Date<br>Approved by<br>County<br>Manager | Fund Name                                                                     |                                    | Division                           | From Business<br>Unit Name                       | To Business Unit<br>Name                     | From (Object Class)                      |  | From Project<br>Name | To Project<br>Name | Amount        | Transfer<br>Type<br>I(3)(b) | Description                                                       |
|---------------|------------------------------------------|-------------------------------------------------------------------------------|------------------------------------|------------------------------------|--------------------------------------------------|----------------------------------------------|------------------------------------------|--|----------------------|--------------------|---------------|-----------------------------|-------------------------------------------------------------------|
|               |                                          | Department                                                                    |                                    |                                    |                                                  |                                              | To (Object Class)                        |  |                      |                    |               |                             |                                                                   |
| 08-33         |                                          |                                                                               |                                    | Voided                             |                                                  |                                              |                                          |  |                      |                    |               |                             | Voided                                                            |
| 08-34         | 04/16/08                                 | Community Services                                                            | Community Assistance               | Community Assistance               | CDBG<br>Affordable Housing<br>06/07              | CDBG                                         |                                          |  |                      |                    | \$ 50,443     | (ii)                        |                                                                   |
| 08-35         | 04/16/08                                 | Community Services                                                            | Community Assistance               | Community Assistance               | Hurricane Housing<br>Recovery Grant              | SHIP                                         |                                          |  |                      |                    | \$ 35,370     | (ii)                        | Operational Adjustment                                            |
| 08-36         | 04/16/08                                 | Community Services                                                            | Community Assistance               | Community Assistance               | Affordable Housing<br>05/06                      | SHIP                                         |                                          |  |                      |                    | \$ 18,100     | (ii)                        | Operational Adjustment                                            |
| 08-37         | 04/16/08                                 | Community Services                                                            | Community Assistance               | Community Assistance               | Various                                          | Various                                      |                                          |  |                      |                    | \$ 22,151     | (ii)                        | Operational Adjustment                                            |
| 08-38         | 04/15/08                                 | Library Services                                                              | Library Services                   | Library Services                   | Various                                          | Various                                      | Operating Expenditures                   |  |                      |                    | \$ 100,918    | (ii)                        | Operational Adjustment                                            |
| 08-39         | 04/21/08                                 | General Fund<br>Information Technology<br>Services                            | Development                        | Development                        | GIS                                              |                                              |                                          |  |                      |                    | \$ 13,000     | (vi)                        | Accounting adjustment.                                            |
| 08-40         | 04/21/08                                 | General Fund<br>Leisure Services                                              | Parks & Recreation                 | Parks & Recreation                 | Sanlando Park                                    |                                              | Capital Equipment                        |  |                      |                    | \$ 6,000      | (vi)                        | Accounting adjustment.                                            |
| 08-41         | 05/29/08                                 | Fiscal Services                                                               | Budget                             | Budget                             | Fund Balance<br>Revenue                          | Intergov Rev & Int.                          | Operating Equipment                      |  | Revenue              | Revenue            | \$ 277,507    | (vi)                        | Accounting adjustment.                                            |
| 08-42         |                                          |                                                                               |                                    | Voided                             |                                                  |                                              |                                          |  |                      |                    |               |                             | Voided                                                            |
| 08-43         | 05/06/08                                 | General Fund<br>Leisure Services                                              | Various                            | Various                            | Various                                          | Various                                      |                                          |  |                      |                    | \$ 23,500     | (vi)                        | Accounting adjustment.                                            |
| 08-44 revised | 05/29/08                                 | MSBU Spring Lake<br>Fiscal Services                                           | MSBU                               | MSBU                               | MSBU Spring Lake                                 |                                              | Transfers                                |  |                      |                    | \$ 16,500     | (vi)                        | Operational Adjustment                                            |
| 08-45         | 05/29/08                                 | HOME Program Grant<br>Community Services                                      | Community Assistance               | Community Assistance               | HOME Program<br>06/07                            | Various                                      | Operating Expenditures                   |  |                      |                    | \$ 29,046     | (vi)                        | Accounting adjustment.                                            |
| 08-46         | 05/06/08                                 | EMPA Base Grant<br>Public Safety                                              | Emergency Mangement                | Emergency Mangement                | Emergency<br>Management                          |                                              | Capital Equipment                        |  |                      |                    | \$ 8,940      | (vi)                        | Accounting adjustment.                                            |
| 08-47         | 05/29/08                                 | Natural Lands/Trails Bond<br>Fund<br>Fiscal Services                          | Budget                             | Budget                             | Reserves - 32100                                 |                                              | Reserves                                 |  |                      |                    | \$ 560,336    | (vi)                        | Accounting adjustment.                                            |
| 08-48         | 06/25/08                                 | Hurricane Housing<br>Recovery<br>Community Services                           | Community Assistance               | Community Assistance               | Hurricane Housing<br>Recovery Grant              |                                              | Grants & Aids                            |  |                      |                    | \$ 4,000      | (ii)                        |                                                                   |
| 08-49         | 07/07/08                                 | Various<br>Public Works                                                       | Engineering                        | Engineering                        | Various                                          | Various                                      | Operating Expenditures<br>Capital Outlay |  | Various              | Various            | \$ 2,015,630  | various                     | Closing of projects / additional funding for<br>projects (Family) |
| 08-50         | 05/29/08                                 | Various<br>Fiscal Services                                                    | Budget                             | Budget                             | Fund Balance<br>Revenue                          | Local Grants & Aids                          | Capital Outlay                           |  | Various              | Various            | \$ 10,488,144 | (vi)                        | Accounting adjustment.                                            |
| 08-51         | 06/25/08                                 |                                                                               | Community Assistance               | Community Assistance               | HOME Program<br>06/07                            | HOME Program<br>04/05                        | Aid to Private<br>Organizations          |  |                      |                    | \$ 22,474     | (ii)                        | Grant Adjustment                                                  |
| 08-52         | 07/07/08                                 | Community Services<br>Public Works Grants &<br>2001 Sales Tax<br>Public Works | Traffic Engineering<br>Engineering | Traffic Engineering<br>Engineering | Traffic Engineering<br>Grants & ATMS<br>Projects | Engineering Grants<br>& Engineering<br>11541 | Roads<br>Roads                           |  | Fernwood Blvd        | Fernwood Blvd      | \$ 320,000    | (vi)                        | Accounting adjustment.                                            |
| 08-53         |                                          |                                                                               |                                    | Voided                             |                                                  |                                              |                                          |  |                      |                    |               |                             | Voided                                                            |
| 08-54         |                                          |                                                                               |                                    | Voided                             |                                                  |                                              |                                          |  |                      |                    |               |                             | Voided                                                            |
| 08-55         | 06/12/08                                 | System-wide Training<br>Public Safety                                         | Admin                              | Admin                              | System-wide<br>Training                          | Public Safety<br>Donations                   | Operating                                |  |                      |                    | \$ 6,519      | (vi)                        | Accounting adjustment.                                            |
| 08-56         | 06/22/08                                 | Various                                                                       | Various                            | Various                            | Various                                          | Various                                      | Reserves<br>operating                    |  |                      |                    | \$ 3,224,599  | (vi)                        | Accounting adjustment. (Mid-Year)                                 |

**DFS REPORT  
FY 2008**

| DFS # | Date<br>Approved by<br>County<br>Manager | Fund Name<br>Department                                    | Division                         | From Business<br>Unit Name           | To Business Unit<br>Name          | From (Object Class)                                  |                        | From Project<br>Name          | To Project<br>Name            | Amount     | Transfer<br>Type<br>I(3)(b) | Description                                   |
|-------|------------------------------------------|------------------------------------------------------------|----------------------------------|--------------------------------------|-----------------------------------|------------------------------------------------------|------------------------|-------------------------------|-------------------------------|------------|-----------------------------|-----------------------------------------------|
|       |                                          |                                                            |                                  |                                      |                                   | To (Object Class)                                    | Repairs & Maint<br>CIP |                               |                               |            |                             |                                               |
| 08-57 | 07/07/08                                 | Constitutionals                                            | Sheriff                          | Jail Maintenance                     | Jail Maintenance                  |                                                      |                        |                               |                               | \$ 86,250  | (vi)                        | Accounting adjustment.                        |
| 08-58 | 07/07/08                                 | Public Safety                                              | Grants                           | USAR<br>MAINTENANCE                  | HAZARDOUS<br>RESPONSE             |                                                      | Operating              |                               |                               | \$ 7,528   | (ii)                        | Grant Adjustment                              |
| 08-59 | 07/07/08                                 | Community Development<br>Block Grant<br>Community Services | Community Assistance             | CDBG<br>Administration               | CDBG Block Grant                  |                                                      | Operating              |                               |                               | \$ 1,163   | (ii)                        | Grant Adjustment                              |
| 08-60 |                                          |                                                            | <del>Voided</del>                |                                      |                                   |                                                      | Operating              |                               |                               |            |                             | <del>Voided</del>                             |
| 08-61 | 07/07/08                                 | General Fund                                               | Library Services                 | Library Services                     |                                   | Capital Equipment<br>Aid to Private<br>Organizations |                        |                               |                               | \$ 2,489   | (vi)                        | Accounting adjustment.                        |
| 08-62 | 07/15/08                                 | General Fund<br>Administrative Services                    | Support Services                 | C Mgmt - Parks<br>Capital            | Operations - Admin<br>Services    | Land                                                 | Land                   | Jetta Point                   | Jetta Point                   | \$ 330,000 | (vi)                        | Accounting adjustment.                        |
| 08-64 | 07/28/08                                 | General Fund<br>Information Technology<br>Services         | Development                      | Administration                       | Administration                    | Operating                                            |                        |                               |                               | \$ 32,132  | (vi)                        | Accounting adjustment                         |
| 08-63 | 08/11/08                                 | 2001 Infrastructure<br>Public Works                        | Traffic Engineering              | Traffic Engineering                  | Traffic Engineering               | Capital Software<br>Capital                          | Capital                | Various                       | Various                       | \$ 150,401 | (iii) & (v)                 | Managerial Tracking. Transfer to contingency. |
| 08-65 | 08/11/08                                 | General Fund<br>Information Technology<br>Services         | Development                      | Administration                       | Administration                    | Operating                                            |                        |                               |                               | \$ 9,440   | (vi)                        | Accounting adjustment                         |
| 08-66 | 08/13/08                                 | General Fund<br>Administrative Services                    | Fleet & Facilities<br>Management | Facilities                           | Fleet                             | Capital Software<br>R&M                              |                        |                               |                               | \$ 300,000 | (i)                         | Transfer to cover increased Fuel Costs        |
| 08-67 | 08/11/08                                 | 2001 Infrastructure<br>Public Works                        | Traffic Engineering              | Traffic Engineering                  | Traffic Engineering               | Capital                                              | Capital                | Various                       | Various                       | \$ 29,649  | (iii) & (v)                 | Managerial Tracking. Transfer to contingency. |
| 08-68 | 08/11/08                                 | 2001 Infrastructure<br>Public Works                        | Traffic Engineering              | Traffic Engineering                  | Traffic Engineering               | Capital                                              | Capital                | Various                       | Various                       | \$ 80,000  | (iii) & (v)                 | Managerial Tracking. Transfer to contingency. |
| 08-69 | 08/11/08                                 | 2001 Infrastructure<br>Public Works                        | Traffic Engineering              | Traffic Engineering                  | Traffic Engineering               | Capital                                              | Capital                | Various                       | Various                       | \$ 20,000  | (iii) & (v)                 | Managerial Tracking. Transfer to contingency. |
| 08-70 | 08/21/08                                 | Community Services                                         | Community Assistance             | CDBG<br>Administration               | CDBG                              | Operating                                            |                        |                               |                               | \$ 14,312  | (ii)                        | Grant Transfer                                |
| 08-71 | 08/25/08                                 | Community Services                                         | Community Assistance             | HHRP                                 | HHRP                              | Operating                                            |                        |                               |                               | \$ 7,000   | (ii)                        | Grant Transfer                                |
| 08-72 | 08/21/08                                 | General Fund<br>Information Technology<br>Services         | Development                      | WebSite                              | WebSite                           | Operating                                            |                        | Internet Web Site<br>Redesign | Internet Web<br>Site Redesign | \$ 50,000  | (vi)                        | Accounting adjustmetn                         |
| 08-73 | 08/22/08                                 | Community Services Block<br>Grant                          | Community Assistance             | Community<br>Services Block<br>Grant | Community Services<br>Block Grant | Personal Services<br>Operating                       |                        |                               |                               | \$ 23,335  | (ii)                        | Grant Transfer                                |
| 08-74 |                                          |                                                            | <del>Voided</del>                |                                      |                                   |                                                      |                        |                               |                               |            |                             | <del>Voided</del>                             |
| 08-75 | 09/11/08                                 | General Fund<br>Planning & Develop                         | Planning                         | Long Range<br>Planning               | Long Range<br>Planning            | Operating                                            | Operating              |                               | Seminole Way                  | \$ 25,000  | (vi)                        | Accounting adjustment                         |

Infrastructure Sales Tax (1991)  
Project Contingency

Beginning Balance -

| BAR/BCR # | Project # | Project Name                         |         |
|-----------|-----------|--------------------------------------|---------|
| BCR 08-16 | 00229201  | I-4 Pedestrian Bridge Lighting       | 230,936 |
| DFS 08-49 | 00006702  | CR 427 Phase I                       | 91,749  |
| DFS 08-49 | 00010401  | E. Lake Mary Blvd. Phase I & II      | 11,862  |
| DFS 08-49 | 00010702  | E. Lake Mary Blvd. Sanford Utilities | 27,887  |

Ending Balance 362,434

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

\*Shaded area has been previously reported.



Infrastructure Sale Tax (2001)  
Project Contingency

Beginning Balance

-

| BAR/BCR # | Project # | Project Name                                          |          |
|-----------|-----------|-------------------------------------------------------|----------|
| BCR 08-10 | 00192588  | Geneva Area Sidewalk                                  | 70,000   |
| DFS 08-28 | 00205302  | SR 434 (Montgomery to I-4)                            | (10,000) |
| BCR 08-22 | 00192596  | Upsala Sidewalk                                       | 125,000  |
| DFS 08-49 | 00009202  | (Little Econ. Basin / Crane Strand)                   | 6,487    |
| DFS 08-49 | 00191622  | (Beardall Ave. Drainage Improvements)                 | 368,477  |
| DFS 08-49 | 00191622  | (Beardall Ave. Drainage Improvements)                 | 3,126    |
| DFS 08-49 | 00191623  | (Red Bug Lake Rd. at Tuskawilla Intersect Imp.)       | 49,138   |
| DFS 08-49 | 00191648  | (SR 436@Howell Branch)                                | 133,712  |
| DFS 08-49 | 00192001  | (Markham Woods Road)                                  | 104,750  |
| DFS 08-49 | 00192401  | (Lake Mary Blvd. Elementary Pedestrian Overpass)      | 100,000  |
| DFS 08-49 | 00192523  | (Palm Springs Sidewalk)                               | 3,658    |
| DFS 08-49 | 00192530  | (Longwood Lake Mary Sidewalk)                         | 1,300    |
| DFS 08-49 | 00192549  | (Pearl Lake Cswy Sidewalk)                            | 23,951   |
| DFS 08-49 | 00192556  | (Raymond Ave. Sidewalk)                               | 97,381   |
| DFS 08-49 | 00192557  | (Gabriella Lane Sidewalk)                             | 42,895   |
| DFS 08-49 | 00192558  | (Eastbrook Blvd. Sidewalk)                            | 25,000   |
| DFS 08-49 | 00192571  | (Neil Rd. Sidewalk)                                   | 71       |
| DFS 08-49 | 00192573  | (CR 427 Sidewalk)                                     | 198,620  |
| DFS 08-49 | 00192581  | (CR 419 At Econ Bridge Pedestrian Safety)             | 36,455   |
| DFS 08-49 | 00205304  | (SR 434 – Rangeline Rd to CR 427)                     | 6,458    |
| DFS 08-49 | 00205401  | (Lake Mary Blvd. at Rinehart Rd. Pedestrian Overpass) | 113,037  |
| DFS 08-49 | 00209103  | (Lake Howell Rd. Drainage Improvements)               | 1,185    |
| DFS 08-49 | 00227026  | (Beardall Ave. Pavement Rehab)                        | 214,200  |
| DFS 08-49 | 00247603  | (Unpaved Roads / Group I Supplemental)                | 4,000    |
| DFS 08-49 | 00247618  | (Gene Gables / Unpaved Roads Program)                 | 15,000   |
| DFS 08-49 | 00247620  | (Palm Cir / Unpaved Roads Program)                    | 12,000   |
| DFS 08-49 | 00247622  | (Shamrock / Unpaved Roads Program)                    | 11,956   |
| DFS 08-49 | 00247704  | (Michigan Ave. / Unpaved Roads Program)               | 46,103   |
| DFS 08-63 | 00202317  | (Plumosa Avenue Railroad Crossing)                    | 76,562   |
| DFS 08-63 | 00202331  | (Seminola Boulevard Truncated Domes)                  | 1,167    |
| DFS 08-63 | 00202333  | (Maitland Avenue Truncated Domes)                     | 4,891    |
| DFS 08-63 | 00202334  | (Howell Branch Road Truncated Domes)                  | 2,516    |
| DFS 08-63 | 00202337  | (County Road 419 Truncated Domes)                     | 4,592    |
| DFS 08-63 | 00205517  | (Howell Branch at Dodd Rd Mast Arms)                  | 4,313    |
| DFS 08-63 | 00205523  | (CR 46A at Rinehart Rd Mast Arms)                     | 282      |
| DFS 08-63 | 00205536  | (Wymore Road at Oranole Mast Arms & Turn Lane)        | 25,000   |
| DFS 08-63 | 00205618  | (SR 434 at Manor Fiber Optic Upgrade)                 | 26,078   |
| DFS 08-63 | 00205619  | (SR 434 at Sheoah Fiber Optic Upgrade)                | 5,000    |

Ending Balance

1,954,361

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.

\*Shaded area has been previously reported.

Arterial Impact Fee  
Project Contingency

Beginning Balance -

| BAR/BCR # | Project # | Project Name   |        |
|-----------|-----------|----------------|--------|
| DFS 08-49 | 00006702  | CR 427 Phase I | 78,156 |

Ending Balance 78,156

Note: Reductions in Project Contingency equates to an increase in the project budget. Increases in Project Contingency equates to a transfer of the remaining funds from a **completed** project.